



REGULAR MEETING AGENDA

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

June 24, 2020
3:00 p.m.

The City of Black Hawk is hosting Virtual City Council meetings in Zoom in response to the Coronavirus COVID-19 until further notice. There are no physical meetings at this time.

Join from a PC, Mac, iPad, iPhone, or Android device:
Please click this URL to join: <https://us02web.zoom.us/j/81210562460>

Or join by phone:

888-475-4499 (Toll-Free)

Webinar ID: 812 1056 2460

International numbers available: <https://zoom.us/u/aekAkAaLfF>

Phone commands using your phone's dial pad while in a Zoom meeting:

*6 – Toggle mute/unmute

*9 – Raise your hand to make a public comment or to
speak for or against a Public Hearing matter

Public Comment:

If you wish to make a public comment during the meeting,
please go to:

https://www.cityofblackhawk.org/comment_signup

and provide your Name, Email address, and Telephone.

During the Public comment section of the meeting, the host will
go in order of sign up to ask for comments from those who have signed up

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: June 10, 2020 Regular Meeting
June 17, 2020 Special Meeting
7. PUBLIC HEARINGS:
 - A. CB16, An Ordinance Approving the Intergovernmental Agreement Regarding Coronavirus Relief Fund Distributions Between the Board of County Commissioners of Gilpin County and the City of Black Hawk
 - B. Resolution 46-2020, A Resolution Denying a Variance to Allow a Height Variance which would Allow a Structure 103 Feet in Height (continued from June 10, 2020)
 - C. Resolution 47-2020, A Resolution Conditionally Approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility Located at 821 Miners Mesa Road (continued from June 10, 2020)

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

8. ACTION ITEMS:

- A. Resolution 53-2020, A Resolution Awarding the Design Contract for the Miners Mesa Roadway Project to Baseline Engineering, Planning & Surveying in an Amount Not to Exceed \$131,482.00

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. 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
City Council**

June 10, 2020

MEETING MINUTES

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, June 10, 2020, at 3:00 p.m. by Mayor Spellman.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Acting Police Chief/Commander Cooper, Fire Chief Woolley, Public Works Director Isbester, City Clerk/Administrative Services Director Greiner, Community Planning & Development Director Linker, Baseline Planning Consultants Harris, Esterl, and Nieske, IT Manager Muhammad, 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 8C, Resolution 50-2020, was added to the agenda.
4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. No conflicts were noted from City Council.

City Attorney Hoffmann asked the virtual audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. There were no objections noted.
5. **PUBLIC COMMENT:** Deputy City Clerk Martin confirmed that two people had virtually signed up to speak, but they did not note what they wished to speak on. It was decided that they could interject during the time of opening the public hearings if desired.

6. APPROVAL OF
MINUTES:

May 27, 2020

**MOTION TO
APPROVE**

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

MOTION PASSED

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

7. PUBLIC HEARINGS:

A. CB14, An Ordinance Ratifying and Approving the Grant Agreement Between the Colorado Department of Transportation, Division of Transit and Rail, and the City of Black Hawk

Mayor Spellman read the title and opened the public hearing.

City Manager Cole introduced this item. He said at the last Council meeting, after resuming back into regular session after their Executive Session, Council had approved the City Manager to sign this Grant through the CARES Act agreement; this ordinance supports that approval.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB14, an Ordinance ratifying and approving the Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail, and the City of Black Hawk open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO
APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Torres to approve CB14, an Ordinance ratifying and approving the Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail, and the City of Black Hawk.

MOTION PASSED

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

B. CB15, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Property for the Construction, Expansion and Improvement of City Streets and Roadways, Pursuant to C.R.S. § 38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that this ordinance authorizes the City to acquire the property known as the Dale Mining Claim or Dale Lode. He said this property is necessary for roadway improvements to serve the new Proximo development and create a better City road system from the Mesa down to Lake Gulch Road.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB15, an Ordinance stating the intent of the City of Black Hawk to acquire certain property for the construction, expansion and improvement of City streets and roadways, pursuant to C.R.S. § 38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve CB15, an Ordinance stating the intent of the City of Black Hawk to acquire certain property for the construction, expansion and improvement of City streets and roadways, pursuant to C.R.S. § 38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter.

MOTION PASSED

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

C. Resolution 45-2020, A Resolution Conditionally Approving the Special Review Use Permit for the Golden Gilpin Mill

Mayor Spellman read the title and opened the public hearing.

Baseline Planning Consultants Harris and Esterl were present to go through their presentation. Esterl went through the criteria needed in order to approve a Special Review Use (SRU) application and provided the history and background on the property, which was all included in the packet. The site in question is considered Mill Site #10 and Mill Site #11, and they are located in the Environmental Character Preservation (ECP) zone district. She said since the mining/milling use had been discontinued since 2011, the re-use of the site for this use now requires an SRU permit, and there are nine conditions recommended by staff for approval.

The applicant, Matt Collins, Professional Mining Engineer at Black Fox Mining, was online to explain the operations. Also online was Mill Manager Mike Meter. Mr. Collins said those white sacs that you see outside the mill are bags of material removed to create a second egress; that material will be processed. He explained the three different processing techniques and the scale of the operation, anticipating not more than four round trips per day by a small dump truck to and from the Bates-Hunter Mine. They also plan limited tourism.

Alderman Midcap had a few questions and said he likes the project and how well it fits in with the character of Black Hawk.

Baseline consultant Harris had questions on their timeframe on the next steps, which are a Minor Subdivision Plat, Certificate of Architectural Compatibility, and a Site Development Plan, and when operations may start. Mr. Collins said he hopes to submit the applications by the end of summer, if not sooner, and operations would begin with lab work immediately inside the building. He said they have to repair the equipment that has been lying idle for decades, so that timeframe is hard to predict until they start the repairs. Ideally, he said by the end of the year or early next year, they would begin processing ore. The tourism piece, he said, could be blended in once the equipment is rehabilitated and before operations begin.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 45-2020, a Resolution conditionally approving the Special Review Use Permit for the Golden Gilpin Mill open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution to come forward.

Laurence James, of Golden, asked to speak. He is a Mining Geologist by profession and wanted to express his concern over staff’s recommendation that only operations with the Bates-Hunter Mine were allowed. He thought the City should keep the door open to others within the County since the County is so rich in mining history, who may want to use the milling operations at the Golden Gilpin.

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

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 45-2020, a Resolution conditionally approving the Special Review Use Permit for the Golden Gilpin Mill.

MOTION PASSED

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

D. Resolution 46-2020, A Resolution Denying a Variance to Allow a Height Variance which would Allow a Structure 103 Feet in Height

E. Resolution 47-2020, A Resolution Conditionally Approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility Located at 821 Miners Mesa Road

Mayor Spellman combined these next two items, read the titles, and opened the public hearings.

City Attorney Hoffmann explained the order of these two resolutions related to the cell tower, the responsibility of Council to approve or deny the request for the variance based on staff recommendation and evidence presented, and then to consider the Certificate of Architectural Compatibility resolution, with, or without, the requested variance.

Baseline Planning Consultants Harris and Nieske were present to go through their presentation. Mr. Harris began by reading into the record a letter received today from Harmon Zuckerman, the attorney representing Proximo Distillers, LLC, in support of City Council approving the resolution to deny the variance request. As the future neighbor to this site, they state many concerns about a 103-foot tower. Mr. Harris noted that received today as well were three different coverage maps that the applicant would go through.

Ms. Nieske provided the location on Miners Mesa and the proposal, which was included in the packet. She said it is proposed to be a 103-foot free-standing tower where the applicant, back on January 23, 2019, was approved by the City for a lease agreement of a 50' x 50' area for the installation and maintenance of a cellular tower facility. It was noted that at that time, there was no mention of a tower exceeding the permitted height allowance of 45 feet in that zoning district, so their proposal, she said, of 103 feet results in a 58-foot variance request. She continued to go through the criteria required to grant a variance and the applicant's response to each item. Staff is currently not convinced that a hardship exists due to the extreme topography of "shading issues" or that a tower of more than 45 feet is needed at this time. Staff recommends denial of the variance request. Mr. Harris reminded Council, in their role as the Board of Appeals, is to find that all of those criteria are to be met to approve a variance. He said that depending on their vote on Resolution 46-2020, the drawings for Resolution 47-2020 would need to be updated appropriately on the Site Development Plan.

Doug Barker, of Woodstock, Georgia, was online to represent the applicant Vertical Bridge Holdings. He started off by saying this was the first time he saw the letter from Mr. Zuckerman, and he went on to say that they have a great appreciation for the Lake Gulch Resort and what it will bring to that area and for the City. He went on to explain that for

each additional 10 feet allowed would allow for another tenant. They expected four anchor tenants also to use this tower, thus reducing the need for multiple towers in the area. He said, especially with Proximo's development coming in, they will get complaints of dropped calls, and carriers will try to come in to fix it. Any additional height over 45 feet, he said, would be appreciated.

Alderman Midcap asked if the barrel design to conceal the antennas would still be an option with a 45-foot tower. The barrel design was the preferred design when approved. Mr. Barker confirmed, yes.

Alderman Torres asked if Proximo had an opinion on a 55' tower? There was no one on the call representing Proximo. Mr. Barker said that the applicant would be happy to work with Proximo to explain the coverage of their resort and to see if they are interested in anything over 45 feet.

Mr. Harris asked how many providers are out there and how many more towers can the City expect, especially with the current towers in place? Mr. Barker responded there is no need for any more than four carriers at this location in addition to the existing towers and that the Lake Gulch Resort will drive the carriers here. Matt Grugan, Project Manager for Vertical Bridge, was online and confirmed they have been looking at this site for a number of years and that coverage here in Black Hawk has always been a concern. He said the addition of Proximo is a pleasant surprise and confirmed what Mr. Barker said about Proximo will drive more carriers here. He also confirmed that Vertical Bridge actively markets for new carriers, but does not have any signed up at this time. He concurred that they would reach out to Proximo.

It was suggested to continue this hearing to the next Council meeting of June 24 in order to give Vertical Bridge time to contact Proximo to discuss options. Staff will provide Proximo contact information to Vertical Bridge, as well as forward Mr. Zuckerman's letter.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 46-2020, a Resolution denying a variance to allow a height variance which would allow a structure 103 feet in height open and invited anyone wanting to address the Board either "for" or "against" the proposed resolution to come forward.

No one wished to speak at this time. Mayor Spellman continued the public hearing to June 24, 2020.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to continue the public hearings of Resolution 46-2020, a Resolution denying a variance to allow a height variance which would allow a structure 103 feet in height and Resolution 47-2020, a Resolution

conditionally approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility located at 821 Miners Mesa Road to City Council's next meeting of June 24, 2020.

MOTION PASSED

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

8. ACTION ITEMS:

A. Resolution 48-2020, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

Mayor Spellman read the title.

Community Planning and Development Director Linker explained that this was a housekeeping item to incorporate the changes made in the Community Planning and Development Department. They updated their land use flow process, eliminated some fees, and implemented a new deposit fee based on square footage to ensure consultant costs are covered.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 48-2020, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

MOTION PASSED

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

B. Resolution 49-2020, A Resolution Forgiving Certain Device Taxes for the Month of May, 2020, Payable in June of 2020 and Deferring Certain Water Fees

Mayor Spellman read the title.

Mayor Spellman explained that this Resolution adds an additional month for the casinos.

MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 49-2020, a Resolution forgiving certain Device Taxes for the month of May, 2020, payable in June of 2020 and deferring certain water fees.

MOTION PASSED

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

C. Resolution 50-2020, A Resolution in Support of Proposed Initiative No. 257, "Local Voter Approval of Gaming Limits in Black Hawk, Central City, and Cripple Creek," on the 2020 General Election Ballot

Mayor Spellman read the title.

Mayor Spellman said a letter went out with all of their signatures. Still, it did not work out as hoped, so the City will pursue a signature drive for complete support of the Initiative by putting it on the ballot in November.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 50-2020, a Resolution in support of Proposed Initiative No. 257, "Local Voter Approval of Gaming Limits in Black Hawk, Central City, and Cripple Creek," on the 2020 General Election Ballot.

MOTION PASSED

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

**9. CITY MANAGER
REPORTS:**

City Manager Cole had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

**11. EXECUTIVE
SESSION:**

City Attorney Hoffmann recommended item numbers 2 and 5 only for Executive Session, and the specific legal issues related to pending litigation, potential litigation, and potential legislation.

**MOTION TO
ADJOURN INTO
EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 4:15 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

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

MOTION PASSED

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

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:45 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

DRAFT



**City of Black Hawk
City Council**

June 17, 2020

SPECIAL MEETING MINUTES

1. **CALL TO ORDER:** A special meeting of the City Council was called to order on Wednesday, June 17, 2020, at 12:05 p.m. by Mayor Spellman.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, and Moates.

Virtually Present: Alderman Torres.

Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, IT Manager Muhammad, IT Systems Analyst Blenker, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the City in the recitation of the Pledge of Allegiance.
3. **EXECUTIVE SESSION:** An Executive Session was no longer needed.
4. **AGENDA CHANGES:** City Clerk Greiner confirmed there were no agenda changes.
5. **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. No conflicts were noted from City Council.

City Attorney Hoffmann asked the virtual audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. There were no objections noted.
6. **PUBLIC COMMENT:** City Clerk Greiner confirmed that no one had signed up to speak.

7. PUBLIC HEARINGS:

- A. Resolution 51-2020, A Resolution Approving the Amended and Restated Intergovernmental Agreement By and Between the City of Central, the City of Black Hawk, Gilpin County, and the Black Hawk–Central City Sanitation District**
- B. Resolution 52-2020, A Resolution Approving the Settlement Agreement and Mutual Release Between the City of Central, the City of Black Hawk, Proximo Distillers, LLC, and RSM Partners, LLC**

Mayor Spellman read the titles and opened the public hearings.

City Attorney Hoffmann introduced these items. He painstakingly went through the details of both documents. He explained the need for the public hearing was due to State Statute regarding Growth IGAs to be approved only after noticing and a public hearing. He went on to say that this amended and restated IGA is more simplified than the 1999 Growth IGA. This Growth IGA creates a separate Central City growth area and a Black Hawk growth area. He said the County is signatory for purposes of terminating the 1999 Growth IGA only. He explained each of the exhibits as they were the most important items to this agreement. He did highlight the Bulge Area exhibit as it was previously identified in Central City's growth area, and now it is in Black Hawk's growth area. He said this amended and restated IGA is in effect to the year 2045 as is consistent with state law for a 25-year agreement unless both parties jointly agree to terminate before then.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 51-2020, a Resolution approving the amended and restated Intergovernmental Agreement by and between the City of Central, the City of Black Hawk, Gilpin County, and the Black Hawk–Central City Sanitation District open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution to come forward.

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

City Attorney Hoffmann continued on to the Settlement Agreement and provided background on the annexations and zoning with Proximo, Central City's lawsuit alleging a breach of the 1999 Growth IGA, and the City of Black Hawk, Proximo, and RSM Partners filing motions to dismiss as they didn't believe there was a violation. He said during that time, they had concurrently been attempting to negotiate a proposed settlement with Central City, and the first term of that settlement was just satisfied by approving the amended and restated Growth IGA. He said the second term of the settlement is within three business days of the final execution of this agreement, Proximo agrees to pay Central City \$140,000.00 as a one-time payment and that is the extent of Proximo's

payment obligation to Central City. He then went through the sections of the Settlement and Mutual Release Agreement in detail. He specifically noted that upon final execution of this agreement, the lawsuit filed by Central City would be dismissed with prejudice, which means it cannot be refiled. He added that one of the conditions in Proximo's Title Commitment is that the lawsuit must be dismissed before Proximo can close. He stated that Central City's Council met yesterday and signed both agreements.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 52-2020, a Resolution approving the Settlement Agreement and Mutual Release between the City of Central, the City of Black Hawk, Proximo Distillers, LLC, and RSM Partners, LLC open and invited anyone wanting to address the Board either "for" or "against" the proposed resolution to come forward.

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

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 51-2020, a Resolution approving the amended and restated Intergovernmental Agreement by and between the City of Central, the City of Black Hawk, Gilpin County, and the Black Hawk-Central City Sanitation District and Resolution 52-2020, a Resolution approving the Settlement Agreement and Mutual Release between the City of Central, the City of Black Hawk, Proximo Distillers, LLC, and RSM Partners, LLC.

Mayor Spellman asked City Attorney Hoffmann to follow through on preparing the necessary Quit Claim Deeds for the County, Lake Gulch Road, and the land exchange.

MOTION PASSED

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

8. ACTION ITEMS:

None

9. CITY MANAGER REPORTS:

None

10. CITY ATTORNEY:

None

11. EXECUTIVE SESSION:

None

12. ADJOURNMENT: Mayor Spellman declared the Special Meeting of the City Council closed at 12:35 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

DRAFT

**COUNCIL BILL 16
ORDINANCE 2020-16
AN ORDINANCE
APPROVING THE
INTERGOVERNMENTAL
AGREEMENT
REGARDING
CORONAVIRUS RELIEF
FUND DISTRIBUTIONS
BETWEEN THE BOARD OF
COUNTY
COMMISSIONERS OF
GILPIN COUNTY AND THE
CITY OF BLACK HAWK**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB16

ORDINANCE NUMBER: 2020-16

TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING CORONAVIRUS RELIEF FUND DISTRIBUTIONS BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GILPIN COUNTY AND THE CITY OF BLACK HAWK

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement Regarding Coronavirus Relief Fund Distributions between the Board of County Commissioners of Gilpin County and the City of Black Hawk, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 24th day of June, 2020.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: IGA with Gilpin County regarding Coronavirus Relief Fund

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

MOTION TO APPROVE Council Bill 16, An Ordinance Approving the Intergovernmental Agreement Regarding Coronavirus Relief Fund Distributions Between the Board of County Commissioners of Gilpin County and the City of Black Hawk

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Recommended approval of the Intergovernmental Agreement Regarding Coronavirus Relief Fund Distributions between the Board of County Commissioners of Gilpin County and the City of Black Hawk.

AGENDA DATE: June 24, 2020

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

DOCUMENTS ATTACHED: Resolution 51-2020 and Amended and Restated IGA

RECORD: [X]Yes []No

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

SUBMITTED BY:



Corey Y. Hoffmann, City Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING CARES ACT FUND DISTRIBUTIONS

This Intergovernmental Agreement for funding related to the distribution of CARES Act funds (“Agreement”) is made by and among the Board of County Commissioners of Gilpin County, Colorado (referred to as “County”), and the City of Central, Colorado (“Central”), and City of Black Hawk, Colorado (“Black Hawk”). Central City and Black Hawk will be collectively referred to as the “Cities”. The County and Cities will jointly be referred to as the “Parties” and may individually be referred to as a “Party”. This Agreement is effective on the date when it has been executed by all of the Parties (the “Effective Date”).

I. RECITALS

- A. The novel coronavirus referred to as COVID-19 has been declared a worldwide pandemic. National, state, and local disaster emergencies in Gilpin County and in the Cities have been declared as a result of COVID-19.
- B. All Parties, as local governmental entities, have expended significant effort and funds to protect the community from the impacts of COVID-19 and to slow its spread.
- C. Efforts to slow the spread and protect the community are ongoing and will require continued time and funding. Recovery efforts are also ongoing and will require the additional expenditure of time and funds.
- D. The emergence and rapid spread of COVID-19 was unexpected and unable to be predicted. Therefore, local governments could not have adequately budgeted for such expenses.
- E. The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), Public Law 116-136 (CARES Act) provides emergency assistance in response to the coronavirus disease 2019 (COVID-19) pandemic. The CARES Act established the Coronavirus Relief Fund, which provides payments from the United States Treasury to state, local, and tribal governments navigating the impact of COVID-19.
- F. Colorado’s State government (“State”) received approximately \$1.674 billion from the Coronavirus Relief Fund pursuant to the CARES Act. for state, local, and tribal governments dealing with the impacts from COVID-19.
- G. Colorado Governor Jared Polis issued Executive Order D 2020 070 creating the CARES Act Fund to receive Coronavirus Relief Fund moneys prior to allocation of those moneys to State, local and tribal governments for eligible expenditures.
- H. Governor Polis’s Executive Order D 2020 070 allocated \$275,000,000 for FY 2019-20 and FY 2020-21 in the CARES Act Fund for units of local government that did not receive a direct distribution of funds in the CARES Act for expenses to facilitate compliance with COVID-19-related public health measures.
- I. The State has designated Department of Local Affairs (“DOLA”) as the fiscal agent for distributions of the funding from the CARES Act Fund to local governments which will be administered as a reimbursement program following expense eligibility verification performed by DOLA. Distributions to counties is on a per capita population basis for each county and municipality based 2019 United States Census Bureau data.

- J. The State is appropriating \$535,569.00 from the CARES Act Fund for use by the Parties to reimburse them for certain eligible expenses as defined in Section III.2 below (“Eligible Expenses”).
- K. All Parties recognize that it is in the best interest of the Gilpin County community to work cooperatively to ensure that all of the Gilpin County allocation is applied to the benefit of Gilpin County residents rather than allowing the funds to remain unspent and revert to the state-wide reserve fund pool for reallocation elsewhere in the state.
- L. The County and Cities are governmental entities, each with authority to provide resources and services for the benefit of their respective citizens contemplated under the CARES Act as a result of COVID-19 public health emergencies;
- M. The Parties wish to agree on an equitable distribution of the appropriated funds for the good of their communities.
- N. The Parties wish to collaborate together in the distribution and administration of the Cares Act Fund distributions.
- O. Each Party will serve as a direct fund recipient from DOLA and funds will be reimbursed and utilized in accordance with Federal, State and local requirements.
- P. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, as amended, the Parties have the authority to enter into intergovernmental agreements and cooperate by contracting with one another for their mutual benefit; and
- Q. The Parties desire to agree on distributions of the CARES Act Fund subject to the terms of this Agreement.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, the Parties agree as follows.

III. TERMS AND CONDITIONS

1. Initial DOLA Process.

1.1. Opt-In. Each of the Parties shall complete a one-time opt-in web-based form which will be submitted via DOLA’s Grant Portal no later than July 7th, 2020. This form requires affirmations of spending, reporting, monitoring, and certain federal requirements of local government participants for the Coronavirus Relief Funds. All Parties agree to and are responsible for these affirmations and requirements.

1.2. DOLA Allocation and Next Steps Agreement. After each Party opts in, the Parties understand they will each receive an Allocation and Next Steps Agreement (“Allocation Agreement”) from DOLA to proceed with reimbursement requests from DOLA. All eligible reimbursement requests must be accompanied by the Request for Reimbursement (RFR) form provided by DOLA along with all supporting documentation and proof of payment. The Allocation Agreement will expire by March 31, 2021, for expenses incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2. **Eligible Expenses for CARES Act Reimbursements.** Reimbursement funds for COVID-19 related costs are set forth in the Guidance Document, attached as **Exhibit A**. Section 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act, provides that payments from the Coronavirus Relief Fund may only be used to cover local government costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 (“Eligible Expenses”). The Cities agree that if the U.S. Department of Treasury issues additional guidance, rules or regulations, the Cities will agree to those terms and execute an amendment to this Agreement, if necessary.
3. **Cares Act Fund Reimbursement Distributions.** The Parties agree to the following in relation to CARES Act Fund distributions:
 - 3.1. DOLA’s obligation to provide Cares Act Fund distributions to the Parties is subject to and conditioned on the availability and receipt of Coronavirus Relief Fund moneys from the State and/or U.S. Department of Treasury.
 - 3.2. CARES Act Fund distributions must be spent (as defined in Section 3.10 below) no later than December 30, 2020 in accordance with local, state and federal law, including the Guidance Document.
 - 3.3. The amount of CARES Act funds available for distribution to each Party is set forth in the attached **Exhibit B**, NOTICE TO DOLA OF LOCAL COLLABORATION CONCLUSION - CVRF, which is attached hereto and incorporated herein. **Exhibit B** contains the total estimated current and projected expenses by each Party in order to establish “drawdown” of funds. The Parties agree to the following formula for distribution of the \$535,569.00 available to the Parties, which is the basis for **Exhibit B**: 55% (\$294,562.95) allocated to the County for direct expenditure and 45% (\$241,006.05) allocated to the Cities for direct expenditure. The Parties further agree to a distribution formula for the Cities which is based on the most recent resident population figures reported by the U.S. Census Bureau (Annual Estimates of the Resident Population for Incorporated Places in Colorado: July 1, 2019). The distribution of the \$241,006.05 to the Cities is also outlined in **Exhibit B**: 14% (\$33,740.85) allocated to Black Hawk for direct expenditure and 86% (\$207,265.20) allocated to Central for direct expenditure.
 - 3.4. The Parties agree to work together to ensure that the full amount of CARES Act funds allocated by the State to the Parties are spent (as defined in Section 3.10 below) by December 30, 2020 for the benefit of the county residents and businesses. The Parties agree to meet during the first week in October 2020 about the progress of each Party’s use of the funds allocated to it under Section 3.3 above and Exhibit B and to consider whether an adjustment to said allocations (and corresponding amendment to this Agreement) is necessary to ensure that the full amount of CARES Act funds allocated by the State to the Parties will be spent for the benefit of county residents

- and businesses prior by December 30, 2020. At the October 2020 meeting, each Party will in good faith provide proof of planned and timely expenditures of any remaining unspent distributions allocated to that Party to ensure expenditure of those funds in accordance with the CARES Act and Guidance Document by or before December 30, 2020. To the extent a Party reasonably anticipates having unspent fund distributions past December 30, 2020, the Parties agree to the reallocation and use of that unused amount to the other Party or Parties having the ability to timely spend those funds for Eligible Expenses.
- 3.5. Each Party's current funding plan listing current or anticipated Eligible Expenses as of the date of this Agreement are attached in **Exhibit C**. These funding lists may be subsequently revised to reflect changes in these plans.
- 3.6. DOLA requires that all reimbursement requests must be accompanied by the Request for Reimbursement (RFR) form provided by DOLA along with all supporting documentation and proof of payment.
- 3.7. Each Party will assume responsibility for covering its own costs and await reimbursement from DOLA.
- 3.8. The Parties acknowledge and agree that a Party's actions under the Agreement and the use of CARES Act funds does not create liability for any other Party. As provided herein, each Party remains solely responsible for any repayment to the State or U.S. Department of Treasury for CARES Act funds spent by the Party on ineligible expenses.
- 3.9. By signing this Agreement, each Party hereby certifies the Party's use of CARES Act Fund distributions shall only be for Eligible Expenses in compliance with the CARES Act and this Agreement.
- 3.10. Return of Unused Funds. The Parties acknowledge that the CARES Act requires each Party to return all CARES Act funds that have not been spent as of December 30, 2020. For purposes of this Agreement, "spent" means the Party has paid for and received the goods or services and actually expended the funds. Ordering or contracting to receive goods or services is not considered "spent" for purposes of this Agreement. All goods and services purchased with CARES Act funding must be received on or before December 30, 2020. For any grants issued by the Party using CARES Act Funding, the term "spent" means that the grant funding must be distributed by the Party to the recipient on or before December 30, 2020. Any unreturned, unused amount in the possession of any Party after December 30, 2020, must be returned to the State or United States Department of Treasury as the State may direct per the terms of the CARES Act.
- 3.11. Non-Compliance. In the event any Party fails to comply with any of the requirements of the CARES Act with respect to the distributions from the Cares Act Fund, the State or federal government may seek reimbursement of such funds. If the

State or federal government seeks reimbursement of all or a portion of funds spent by any Party, that Party shall be solely responsible for reimbursing said funds to the State or federal government.

4. Records, Reporting, Accounting and Compliance with All Other Requirements for Funding.

4.1. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the requirements of DOLA, and its own accounting practices.

4.2. Each Party is individually responsible for any record keeping, implementing the necessary controls, financial reporting, and accounting related to such funds as required by applicable statute, DOLA guidelines, and any applicable federal or state laws, and for completing all activities necessary to become eligible to receive reimbursement from the CARES Act funds.

4.3. Each Party assumes responsibility for the funds distributed to it and also assumes responsibility for ensuring the funds are only used for Eligible Expenses as determined by DOLA under the CARES Act criteria.

5. All Parties may seek partners on projects eligible for CARES reimbursement from among the other Parties signatory to the agreement. No Party is under any obligation to participate in any such partnership.

6. Term. This Agreement begins on the Effective Date of full execution by the Parties to this Agreement and shall expire on June 30, 2021.

7. Notice. “Key Notices” under this Agreement are notices regarding any default, dispute, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined below) 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, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up on any electronic transmission with a hard copy of the communication by the means described in the preceding alternatives (ii) or (iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notices shall be sent to the address or email below:

To County:
County Manager
P.O. Box 366
203 Eureka St.
Central City, Colorado
Email: amontoya@gilpincounty.org
Tele.: 303-582-5214

Copy to:
County Attorney
P.O. Box 366
203 Eureka St.
Central City, Colorado
Email: bbenning@gilpincounty.org
Tele.: 303-582-5214

To City of Central:

Central City Manager
141 Nevada Street
P.O. Box 249
Central City, CO 80427
Email: manager@cityofcentral.com
Copy to:
Central City Attorney
c/o Michow Cox McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Email: marcus@mcm-legal.com

To City of Black Hawk

The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of a Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the sending Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, 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 or texts.

8. Miscellaneous Provisions.

9.1.Entire Agreement. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings.

9.2.Recitals. The paragraphs contained in the section entitled “Recitals,” above, are a material and integral part of this Agreement.

- 9.3.Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Gilpin County, Colorado.
- 9.4.Governmental Immunities. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by any of the Parties 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. The Parties agree that in the event any claim or suit is brought against any of the Parties by any third party as a result of this Agreement, the Parties will cooperate with each other, and with the insuring entities of the Parties, in defending such claim or suit, with the caveat that a Party is solely responsible for any defense, liability and costs for claims directed solely at that Party.
- 9.5.Modifications. No modification of this Agreement shall be effective unless agreed to in writing by the Cities and the County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- 9.6.Continued Performance. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a Party to perform or to comply under this Agreement.
- 9.7.Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing bodies of the Cities and/or the County.
- 9.8.Counterparts. 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. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.
- 9.9.Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
- 9.10. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

- 9.11. Further Assurances. Each Party hereto agrees to execute and deliver, by the proper exercise of its powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.
- 9.12. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- 9.13. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
- 9.14. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.
- 9.15. Electronic Signatures. 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, CRS §§ 24-71.3-101 to -121.
- 9.16. Force Majeure. No Party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, rights, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.
- 9.17. Counterparts. This Agreement may be signed by the Parties in counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly authorized and executed.

**BOARD OF COUNTY COMMISSIONERS OF
GILPIN COUNTY, COLORADO**

By: _____

Title: _____

ATTEST:

Approved as to form:

County Attorney

CITY OF BLACK HAWK, COLORADO

By: _____

Title: Mayor

ATTEST:

Approved as to form:

Black Hawk Attorney

CITY OF CENTRAL, COLORADO, a home-rule
municipal corporation and political subdivision of
the State of Colorado

By: _____

Title: Jeremy Fey, Mayor

ATTEST:

City Clerk

EXHIBIT A to Gilpin County, Central City
and Black Hawk CARES Act Fund
Distributions IGA

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

EXHIBIT B



COLORADO Department of Local Affairs Division of Local Government

NOTICE TO DOLA OF LOCAL COLLABORATION CONCLUSION - CVRF

Dear DOLA:

For informational purposes only, at this time, Gilpin County, Central City and Black Hawk have concluded the collaboration process and have come to agreement on how the CVRF distribution will be done.

Description of process:

Gilpin County, Central City and Black Hawk will each opt in separately and receive separate distributions from the Cares Act Fund directly from DOLA. The monies available will be distributed by DOLA in accordance with the following funding needs expectations.

PARTIES	DISTRIBUTION PERCENT	DISTRIBUTION AMOUNT	APPLICABLE DESCRIPTION	NOTES
Gilpin County	55%	\$294,563		Dollar amounts control over percentages if any minor variations
Cities	45%	\$241,006		
Central City	86%	\$207,265	Based on population	Annual Estimates of Residential Population for Incorporated Places in Colorado: April 1, 2010 to July 1, 2019 Source: U.S. Census Bureau, Population Division
Black Hawk	14%	\$33,701	Based on population	
TOTAL		\$535,569.00	Based on population	2019 U.S. Census Bureau Data – Countywide

EXHIBIT C to Gilpin County, Central City, and Black Hawk IGA

Party Funding Plans

Gilpin County DOLA Cares Act Funding Plan

Gilpin County respectfully submits this Plan to the Colorado Division of Local Affairs (DOLA) in order to identify eligible reimbursement expenses in accordance with applicable Federal, State and local laws and guidelines. This Plan identifies certain activities, programs and funding areas that Gilpin County intends to submit future reimbursement requests. The eligible reimbursements will fall within the following categories. Each category will be further developed after we receive approval of the eligibility of reimbursement from DOLA. All funds expended will be made as a result of Covid19 related effects. Amendments to this plan will be agreed upon by the Black Hawk, Central City and Gilpin County and resubmitted to DOLA for approval on or around October 2020.

The eligible reimbursable items and categories are as follows and are not listed in any particular order:

1. Mortgage, rental and/or utility assistance for residential owners and/or tenants;
2. Mortgage, lease and/or rental assistance for businesses and/or tenants;
3. Food and nutrition assistance programs and associated administrative support;
4. Personal protective equipment (PPE) for businesses;
5. Physical barriers or other suitable protections to ensure proper social distancing;
6. Emergency housing;
7. County/City Covid 19 testing facilities and associated equipment and materials;
8. Emergency Closure Pay (ECP) for county employees that are not able to work due to Covid 19 related Board of Health (BoH) public health orders or State public health orders;
9. Employee pay for related leave for Covid 19 related illness;
10. County technology needs to support continuity of operations including, emergency backup servers, computers, cell phones and related electronic items;
11. Emergency response related Covid 19 expenses related to law enforcement, emergency management, ambulance services, fire rescue and similar entities responding to Covid 19 related items;
12. Amendments to this plan will be agreed upon by the Black Hawk, Central City and Gilpin County and resubmitted to DOLA for approval on or around October 2020.
13. Covid 19 contact tracking personnel and supplies;
14. Any other program or service that is eligible for DOLA reimbursements consistent with Federal, State and local guidelines.

Central City DOLA Cares Act Funding Plan

Notes:

Central City's info. is below. The information contains current estimates and anticipated plans, which is subject to change. I understand we may be working towards presenting the [Exhibit C] information in a uniform manner with respect to category titles for our respective eligible expenses. We are open to adopting additional categories and/or similar categories that will still accommodate our needs.

The City has current expenses in the following areas (with approximate amounts):

- PPE: \$25,000
- IT / Emergency Communications equipment: \$30,000
- Administration: \$90,000
- Economic Relief Programs: \$530,300
- Other: \$_____ ... possibly includes funds for the 25% match for Public Assistance funding from FEMA.

We plan to continue incurring expenses in those same areas; however, in addition to the Economic Relief Programming already in place for certain businesses (i.e. incentive agreements with casinos), we also plan to pursue additional (similar) programs to assist affected residents and other businesses.

Please let me know if additional details are needed.

Note: it would be best if we could establish general expectations for DOLA with respect to our expense categories, but allow each of the respective local governments to adjust actual amounts and other details unilaterally (without needing to amend the IGA), as long as we keep within our allocated amounts and we comply with the eligibility requirements for those expenditures.

Black Hawk DOLA Cares Act Funding Plan

The City of Black Hawk has incurred or reasonably expects to incur the following necessary expenses in response to COVID-19 public health emergency. The expenses listed below were not included in the 2020 Budget and will be expended between March 1 – December 31, 2020.

-Sanitizers & Disinfectants: \$15,000

-Personal Protective Equipment: \$13,000

-Social Distancing Supplies (Barriers, Dividers): \$2,000

-Telecommuting & Remote Work: \$12,000

-Local Business Economic Support: \$24,000

RESOLUTION 46-2020
A RESOLUTION DENYING
A VARIANCE TO ALLOW
A HEIGHT VARIANCE
WHICH WOULD ALLOW A
STRUCTURE 103 FEET IN
HEIGHT (continued from
June 10)

RESOLUTION 47-2020
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
ARCHITECTURAL
COMPATIBILITY AND A
SITE DEVELOPMENT
PLAN FOR THE T MOBILE
FACILITY LOCATED AT
821 MINERS' MESA ROAD
(continued from June 10)

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: To consider Resolution 46-2020 for a Height Variance, and Resolution 47-2020 for Site Development Plan, and a Certificate of Architectural Compatibility for the construction of a 103-foot tall stealth CMRS telecommunications tower at 821 Miners Mesa Road.

RECOMMENDATION: Staff recommends continuing the hearing to the July 22, 2020, City Council date to allow the applicant time to prepare exhibits and discuss the proposal with a neighboring property owner and their representatives.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk has received an application from Chris Stryker, a representative from Vertical Bridge Development LLC, requesting the construction of a multi-user telecommunication facility. The construction will consist of installing a 103-foot self-support tower and required radio/electrical equipment at the base. The proposed facility will be fenced and the tower will be designed as a faux water tower. The application was heard at the June 10, 2020, City Council meeting and has been continued to the June 24, 2020, City Council meeting. Staff recommends continuing the hearing to the July 22, 2020, hearing to allow reasonable time for the applicant to prepare and review additional exhibits for City Council.

AGENDA DATE: June 24, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

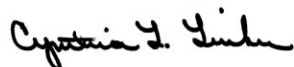
STAFF PERSON RESPONSIBLE: Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED: None Attached

RECORD: ☐ Yes ☒ No


CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation



RESOLUTION 53-2020
A RESOLUTION
AWARDING THE DESIGN
CONTRACT FOR THE
MINERS MESA ROADWAY
PROJECT TO BASELINE
ENGINEERING,
PLANNING & SURVEYING
IN AN AMOUNT NOT TO
EXCEED \$131,482.00

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

Resolution No. 53-2020

**TITLE: A RESOLUTION AWARDING THE DESIGN CONTRACT FOR THE
MINERS MESA ROADWAY PROJECT TO BASELINE ENGINEERING,
PLANNING & SURVEYING IN AN AMOUNT NOT TO EXCEED
\$131,482.00**

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

Section 1. The City Council hereby awards design contract for the Miners Mesa
Roadway Project to Baseline Engineering, Planning & Surveying in an amount not to exceed
\$131,482.00.

RESOLVED AND PASSED this 24th day of June, 2020.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

Approve Resolution 53-2020, a Resolution awarding the design contract for the Miners Mesa Roadway project to Baseline Engineering, Planning, & Surveying.

RECOMMENDATION:

If City Council chooses to approve Resolution 53-2020, the recommended motion is as follows: “Approve Resolution 53-2020, a Resolution awarding the design contract for the Miners Mesa Roadway project to Baseline Engineering, Planning, & Surveying in an amount not to exceed \$131,482.00.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Proposed Development on the property known as Miners Mesa Lot 1 includes a potential RV park, boutique distillery and several other possible uses. The property has been recently rezoned and the property owner has dedicated right of way to the City for roadway improvements. The roadway improvements will extend the length of Lot 1 which is basically from the crest of the hill going up Miners Mesa Road to the west end of lot 1 beyond the old mechanics shop building. The roadway will have a roundabout on the west end. Because of the proposed development, the City needs to establish a plan and profile for the new roadway so that developers will have grades to tie into as well as direction for drainage and infrastructure design. This work will include topographic survey, multiple conceptual design alternatives, 30%, 50%, 90% and 100% final design plans and specifications ready for bidding. Staff recommends award.

FUNDING SOURCE:

Miners Mesa Road: 305-3101-431-75-71

AGENDA DATE:

June 24, 2020

ORIGINATED BY:

Tom Isbester

STAFF PERSON RESPONSIBLE:

Tom Isbester

PROJECT COMPLETION DATE:

December 31, 2020

DOCUMENTS ATTACHED:

Design Contract

CITY ATTORNEY REVIEW:

[] Yes [X] No [] N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Baseline Engineering, Planning, & Surveying hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Survey and Engineering Design services for the design of the Miners Mesa Road project(the Project").

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

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, Survey, Design and plan preparation services for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

A. Compensation shall not exceed One Hundred Thirty One Thousand Four Hundred Eighty Two (\$131,482) dollars for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2020.

VI. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VII. COMPLIANCE WITH LAW

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

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

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

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

VIII. INDEMNIFICATION

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

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

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

IX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

XII. VENUE

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. NO WAIVER

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

XV. NOTICE

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

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Thomas Isbester, Public Works Director

The Contractor:

Baseline Engineering, Planning, & Surveying
112 Ruby Drive Suite 210
Golden, CO 80403
Attn: Noah Nemmers, Civil Engineering Manager

XVI. ENTIRE AGREEMENT

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

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Baseline Engineering, Planning, & Surveying

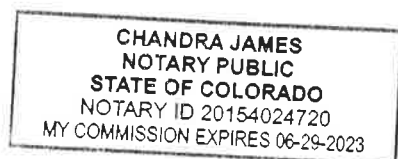
By: _____
NOAM J HEMMERS
Its: ENGINEERING MANAGER

STATE OF COLORADO)
COUNTY OF Jefferson) ss.
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16th
day of June, 20 20, by
NOAM J HEMMERS as the ENGINEERING MANAGER of
BASELINE ENGINEERING.

My commission expires: 6-29-2023

(S E A L)



Notary Public

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: _____
(Baseline Engineering, Planning, & Surveying)

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

Project Name: Miners Mesa Roadway project

Bid Number _____

Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 17th day of June, 20____

Prospective Contractor Baseline Engineering

By: Noah J Nemmers

Title: Civil Engineering Manager

NO EMPLOYEE AFFIDAVIT

1. Check and complete one: N/A

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

OR

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

2. Check one.

☐ I, _____, am a United States citizen or legal permanent resident.

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

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

OR

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

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

N/A

Signature

Date

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

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Agreement.

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ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

PROJECT UNDERSTANDING

The City is currently working on some developments up on Miners Mesa adjacent to the existing public works building. The City has agreed to complete the design and construction of 'Miners Mesa Roadway' extensions across the mesa and adjacent to the new development and current public works facilities. In the future this will tie into a new link from Lake Gulch Road to the south. Baseline will create the profile for the re-constructed roadway that provides the developments finished grades to tie into. In addition, Baseline will evaluate and design a roundabout to be located on the west end of the road extension to serve as a future connection point to Lake Gulch Road to the south.

The following proposal gives a basic description of the anticipated additional scope of services.

BASIS OF AGREEMENT

The Consultant (Baseline) shall be provided with the following documents:

- See original proposal/agreement.

A.1 Statement of Services

BASELINE will provide the following professional engineering services:

TOPOGRAPHIC MAPPING \$5,410

We will locate all improvements, show locations of known utilities, trees, indicate elevations and contours, and provide information on existing and adjacent improvements within the proximity of the proposed roadway alignment. Spot elevations taken will allow for contours to be presented at 1 foot intervals and show detailed drainage patterns. The survey will be design ready for utilization by the engineer in developing construction plans. For this scope we are proposing to map roughly 150' on either side of the proposed centerline.

AERIAL DRONE PHOTOGRAPHY \$1,300

Using our aerial drone baseline will fly the alignment to gather up to date aerial photography for use in visualizing the impact of the improvements on the adjacent infrastructure.

CONCEPTUAL DESIGN ALTERNATIVES \$21,920

Baseline Engineering work closely with the City to develop up to three concept designs and provide review and recommendations to form roundabout/intersection lane geometry, alignments, and possibly multimodal traffic accommodations to ensure efficiency and safety for all modes of travel. Baseline will consider the future and specific land use characteristics along the length of the project. The Roundabout on the west end will be designed using FHWA and NCHRP standards for modern roundabout design, but we anticipate being highly creative in our approach, to consider the needs for this project.

For the Conceptual Design alternatives Baseline will provide the following professional engineering services:

1. Review critical resource materials provided by the City
2. We will attend a kick-off meeting with City Staff
3. Create an initial base map from City GIS data, as-builts, design files, and/or LIDAR data.
Considerations for snow plowing, sweeping, and snow storage will also be included.
4. We will utilize AutoCAD civil 3d tools and AutoTurn analysis to optimize roundabout location for design vehicles, fastest speed tests, and impacts to adjacent properties.

5. The plans will include conceptual drainage improvements and streetscape elements.
6. The plans will include conceptual phasing options including demolition of existing infrastructure and traffic control with potential temporary detours to keep access to and from public works open at all times.
7. We will prepare a conceptual drainage report to evaluate existing and proposed drainage improvements.
8. We will present the alternatives to City Staff.

SCHEMATIC DESIGN PLANS (30%) **\$41,712**

After review of the conceptual design alternatives Baseline will prepare a preferred schematic design taking into consideration input from City Staff and Stakeholders. For the Schematic Design Baseline will integrate the existing conditions survey drawing and update plans accordingly to address existing mapping conditions and utility conflicts. The Schematic Design plans will include:

- An Existing Condition/Demolition Plan showing removal limits
- Site Plan with roadway geometry dimensions including curb & gutter, curb returns, etc.
- Sidewalk layout and pedestrian crossings.
- Typical road, sidewalk, and median sections
- Utility Plan that indicates light pole locations
- Storm sewer Plan & Profile
- Grading and Drainage Plan showing proposed one-foot contours, roadway slopes, and drainage patterns
- Preliminary Construction phasing plans
- Prepare an engineer's opinion of probable cost based on the schematic (30%) design plans.

50% DESIGN DEVELOPMENT **\$32,736**

All comments and corrections from the consultant's review of the current design documents shall be incorporated into this submittal. The definitive direction and details of the design shall be fully developed and clearly indicated at this design level. The proposed hydrological analysis shall be delivered at this time. Demolition, roadway plan and profiles, grading plan, stormwater conveyance plan, any relevant sections, initial details, landscape plan, and striping/signage plan shall be provided at this submittal. A full design development set of documents shall be provided using a full-size sheet format of 24x36 (2 copies), a half-size sheet format of 11x17 (2 copies), Cost Estimate and hydrological data.

90% PRE-FINAL DESIGN **\$16,976**

All corrections from the 50% design review by the City shall be satisfied and incorporated into this submittal. Final stormwater calculations, civil plan layout and all associated plans, elevations, sections, and details for all disciplines shall be provided at this submittal. A full set of specifications shall be provided at this submittal. The pre-final set of documents shall be provided using a full-size sheet format of 24x36 (3 copies), a half-size sheet format of 11x17 (3 copies), a bound copy of the Project specifications, and hydrological data, Construction Cost Estimate and hydrological data. This submittal is expected to be used as a pre-final progress set for final review of the construction documents and specifications.

100% FINAL DESIGN **\$11,428**

All comments and corrections from the 90% Pre-Final design review comments shall be satisfied. A full-size sheet format of 24x36 (3 copies), a half-size sheet format of 11x17 (3 copies), 2 bound copies of the Project specifications, and hydrological data, and a CD-format electronic version of CADD, Project specifications, Cost Estimate, and stormwater plan. Plans will be ready for bidding and Construction.

PROJECT MEETINGS AND COORDINATION

Time and Materials

We will attend weekly coordination meetings with City staff during the schematic design phase. We assume the meetings will last 45 minutes on average. We will coordinate with City staff throughout this design phase.

A.2 Project Schedule

PROJECT SCHEDULE

- Schematic Design Duration
- Design Development (50% CD) Duration
- Pre-Final Design (90% CD) Duration
- Construction Documents Duration

A.3 Project Deliverables

PROJECT DELIVERABLES

- Concept Design Alternatives
- Schematic Design Plans
- 50% Construction Drawings
- Final Construction Drawings
- Final Drainage Analysis

FEE ESTIMATE

\$131,482

A.4 Additional Services

LANDSCAPE PLAN

Prepare a Detailed Landscape Plan and Construction Documents to depict proposed planting and ground cover. We will include applicable planting details, material specifications, and notes. We will provide parameters for the irrigation system which is to be designed by the contractor.

CONSTRUCTION STAKING

Baseline will be happy to provide Construction Staking Services for the project and can provide a detailed proposal for these services as the project nears approval.

CONSTRUCTION INSPECTIONS

We will answer contractor questions during the bidding phase, and provide timely response to contractor RFI's during construction. We will review shop drawings and submittals for the civil components of the project. We will visit the site upon project completion and prepare a written inspection report with digital photographs identifying our findings. We will provide a conformance statement for final close out through the City of Fountain. The actual level of effort will be billed at Baseline's regular hourly rates.

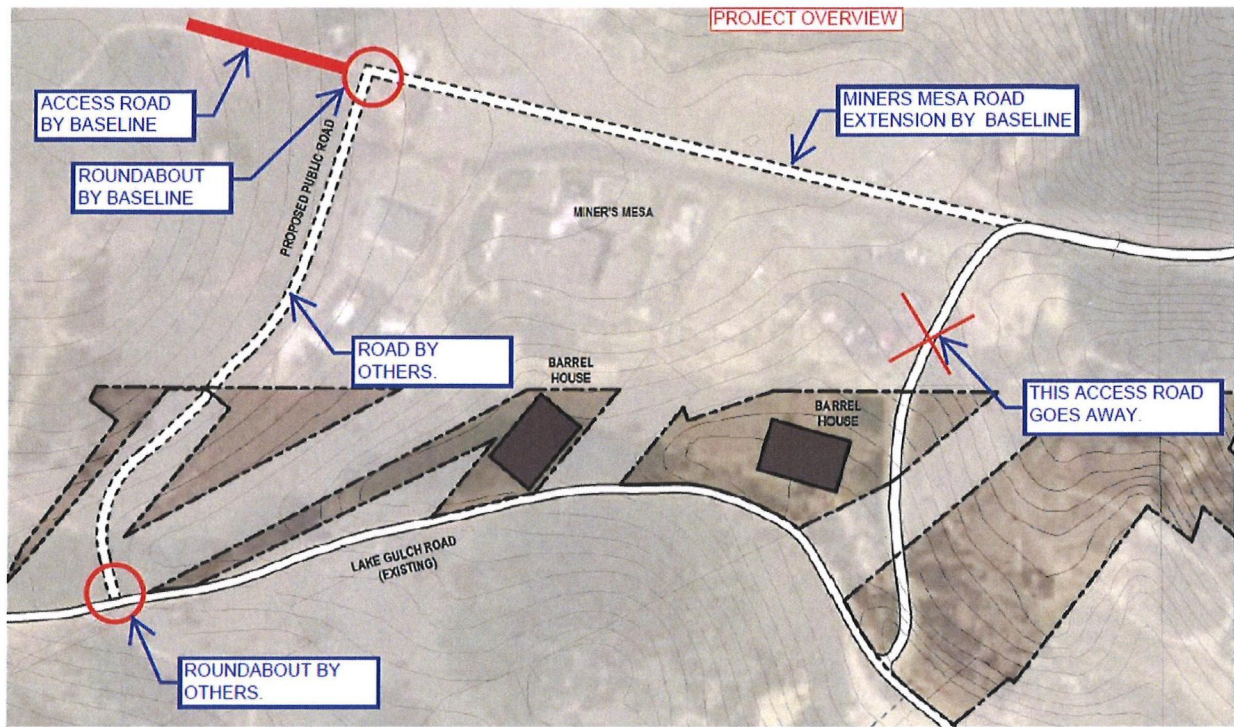
A.5 Exclusions

- I. Outside Services. The Consultant anticipates that the Client will contract directly with a structural engineer for the building for services relating to these specialties.

- II. Gas, Electric, Telephone, and Cable TV. The Consultant anticipates that the Client will coordinate and contract directly with respective utility companies for design of required facilities. Offsite easements will be prepared as an Additional Service on an hourly basis.
- III. Non-Plat Easements. For purposes of this Agreement, it is assumed that onsite easements will be prepared as an Additional Service on an hourly basis.
- IV. Submittal Items. Submittal items such as fees, title work, previous documents by others, architectural elevations, landscape plans, etc. shall be provided by the Client or others.
- V. Construction Surveying. Construction phase staking is not included in this Agreement. At the time that the Scope of Services is determined Baseline may provide an agreement.
- VI. Offsite Improvements. This contract is for improvements within the parcel or immediately adjacent thereto. Improvements outside this parcel are considered offsite and are not included in this contract. In particular, offsite water, sanitary sewer, storm sewer, and roadways are not anticipated for this project.
- VII. Underdrain Improvement Plan. The Consultant anticipates that an underdrain system is not required. If during the course of the project it is determined by the soils engineer that an underdrain system is required, the Consultant shall prepare a plan as an Additional Service.
- VIII. Miscellaneous Exclusions. The following are items that are specifically excluded from this contract:
 - Verifying the accuracy of the work of others
 - Bidding of project work
 - Geotechnical work
 - Environmental work
 - Structural work for the building
 - Traffic study and signalization & analysis
 - Lighting Plan
 - Irrigation design
 - Underground Detention Design
 - As-Built Survey & Plans
 - Subsurface Utility Engineering
 - Review of a Development Agreement
 - Mineral interest research and notice
- IX. Plan Revisions. The fees set forth in the Payment Schedule include preparation of revisions to associated documents based upon comments issued by the reviewing agencies with regard to plan content, accuracy, and compliance with published design standards effective as of the date of this Agreement. Three rounds of review are anticipated with this review and approval process. All revisions to the associated documents made necessary due to changes in the site plan layout, new or updated design standards, or the introduction of new and/or additional information not previously made available to the Consultant, shall be performed as an Additional Service.

STANDARD OF CARE

Baseline's services shall be performed in a manner consistent with the care and skill ordinarily exercised by professionals practicing in the same locality and specialty under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by Client. Baseline makes no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Baseline expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "Standard of Care."



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/19/2020

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

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

PRODUCER	RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME:		FAX (A/C, No): () -
		PHONE (A/C, No, Ext): () -		
INSURED	Baseline Engineering Corporation 112 N Rubey Drive, Suite 210 Golden, CO 80403	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Travelers Indemnity Co of America	25666
		INSURER B:	Charter Oak Fire Insurance Company	25615
		INSURER C:	Travelers Property Casualty Co. of Amer.	25674
		INSURER D:	QBE Insurance Corporation	39217
		INSURER E:		
		INSURER F:		

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

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1J16755020-47	5/23/2020	5/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7F99761320-GRP	5/23/2020	5/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-5K26750920-47-G	5/23/2020	5/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			ANE41140-01	5/23/2020	5/23/2021	Each Claim \$2,000,000 Aggregate \$2,000,000

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk P.O. Box 68 211 Church Street Black Hawk CO 80422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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