

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB8

ORDINANCE NUMBER: 2021-8

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE BLACK HAWK-CENTRAL CITY SANITATION DISTRICT REGARDING PLANNING, CONSTRUCTION AND FINANCING OF THE MINER'S MESA SANITARY SEWER INTERCEPTOR LINE

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 between the City of Black Hawk and the Black Hawk-Central City Sanitation District Regarding Planning, Construction and Financing of the Miner's Mesa Sanitary Sewer Interceptor Line, 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 of Black Hawk.

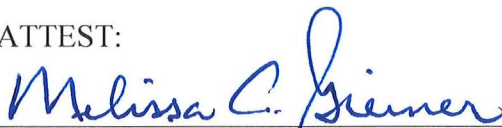
Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation 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 March, 2021.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



INTERGOVERNMENTAL AGREEMENT

REGARDING PLANNING, CONSTRUCTION AND FINANCING OF THE MINER'S MESA SANITARY SEWER INTERCEPTOR LINE

This Intergovernmental Agreement (“**IGA**”) is effective on the date of the final signature (the “**Effective Date**”) among the City of Black Hawk, Colorado (the “**City**”) and the Black Hawk-Central City Sanitation District (the “**District**”).

RECITALS

A. The City’s Zoning Map designates the Miner’s Mesa Development area for mixed use development (“**Miner’s Mesa**”).

B. The City is currently reviewing an application for development of certain lots in the designated Miner’s Mesa subdivision area (the “**Development Proposal**”).

C. There is no sanitary sewer service in or accessible from the Miner’s Mesa Subdivision.

D. The City and District are authorized and encouraged to cooperate in the provision of public services by § 29-1-203, C.R.S.

E. The City and District desire to cooperate in all costs related to the design and construction of a sewer main from the Miner’s Mesa Subdivision (the “**Project**” and the “**Project Costs**”) including access from the property and tapping into the Black Hawk – Central City Wastewater Treatment Facility Interceptor Line at lower Miner’s Mesa Road as shown on the construction drawings page C38.

F. This IGA sets forth the purposes, powers, rights, obligations, and responsibilities of the parties as required by § 29-1-203, C.R.S.

AGREEMENT

I. The Project. The City will arrange for the planning, design, engineering and construction of the Project.

A. All aspects of the Project must be in compliance with the Rules, Regulations and Specifications of the District. Final design and construction documents must be reviewed and approved in writing by the District’s designated consultants and/or personnel.

B. Except for minor deviations where necessary, the Project must be constructed within existing or future City right-of way or easements.

C. The Project must be sized to serve existing and future anticipated needs within the Miner's Mesa Subdivision and other property within the City's growth area, including the Lake Gulch Whiskey Resort Planned Unit Development.

D. The Project will provide gravity flow without any lift stations or other mechanical assistance.

II. Project Costs. The parties will share all Project Costs including:

E. All actual legal, survey and other costs of outside consultants associated with determining the proper location of the Project; and,

F. All actual costs incurred for outside consultants to plan, engineer, design, prepare and review construction documents for the Project; and,

G. All actual costs incurred for outside consultants to prepare and/or review project bidding documents, contracts, publications and notices; and,

H. All District costs of construction supervision, inspection and testing.

I. All construction and materials costs of the Project.

J. Project Costs does not include the cost of personnel and employees of either entity nor the cost of materials and supplies not associated with outside consultants. Project Costs also does not include the cost of obtaining easements, right of way or real property for the Project.

III. Payment of Project Costs.

A. The City will pay or make arrangements for the payment of \$1,079,885.12, plus the City shall be responsible for all costs associated with any change orders.

B. The District will pay as its share of the Project Costs the total amount of \$900,000.00 within 30 days of its approval of the construction bid, subject to the Cost Recovery provisions set forth in Section V below.

IV. Conveyance to the District. After final acceptance, the Project shall be conveyed to the District with all warranties, sureties and other obligations of third parties related to proper design, construction and materials. In addition, the District will accept for ownership and perpetual maintenance immediately upon its completion and final acceptance by the City, the main sewer line located within the Vehicular Access and Utility Corridor Easement depicted on the Black Hawk Park Final Plat as approved by the City of Black Hawk on or about March 24, 2021

provided it is conveyed with all third party sureties, warranties and obligations concerning construction, materials and workmanship. The District will charge all connection, tap, user and other fees, rates, tolls, charges and surcharges allowed under its Rules and Regulations thereafter.

- V. Cost Recovery. If an owner of property within the Lake Gulch Whiskey Resort Planned Unit Development requests a connection to the Project, reimbursement shall be due to the City and the District (the “**Reimbursement**”). The Reimbursement will be one quarter (1/4) of the total Project Cost and will be divided between the City and the District proportionately, with the City receiving fifty-five percent (55%) of any such Reimbursement, and the District receiving forty-five percent (45%) of such Reimbursement. The City and the District also understand and agree that if such Reimbursement is not committed to by such property owner by March 24, 2021, and funding received by May 31, 2021, the additional amount equal to one-third (1/3) of the total Project Cost shall be paid as financial participation and shall also be divided in the same proportion between the City and the District. The Reimbursement will be paid in addition to any regular tap fees, permit fees, inspection fees or other payments such property owner owes or will owe to the District.

VI. Miscellaneous Provisions.

A. This document is an integrated IGA encompassing all of the agreement among the parties concerning that matter to which it pertains.

B. Any changes to or amendments to this IGA must be in writing signed by the parties.

C. There are no intended beneficiaries of this IGA other than the parties. Any rights or responsibilities of other parties that participate in the financing or construction of the Project will be the subject of other agreements and not this IGA.

D. Each of the parties has appropriated sufficient funds to satisfy its anticipated share of costs under this IGA.

E. In the event any portion of this IGA is declared void or unenforceable, the remaining terms of this IGA shall be interpreted in a manner that furthers the party's manifest intent to share costs to complete the construction of the Project.

INTERGOVERNMENTAL AGREEMENT
(Miner's Mesa Sanitary Sewer Interceptor Line)
Black Hawk – Central City Sanitation District
City of Black Hawk
March 22, 2021
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Black Hawk – Central City Sanitation District



David D. Spellman, President

Date: March 22, 2021

Attest:



Jeff Aiken, Secretary

City of Black Hawk



David D. Spellman, Mayor

Date: 3/24/2021

Attest:



City Clerk