

City of Black Hawk
City Council
211 Church Street
September 24, 2014
3:00 p.m.

RINGING OF THE BELL:

1. **CALL TO ORDER:**
2. **ROLL CALL & PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **CONFLICTS OF INTEREST:** (Council disclosures are on file w/City Clerk & Sec. Of State)
5. **PUBLIC COMMENT:** *Please limit comments to 5 minutes*
(Notify the City Clerk if you wish to address Council on items not on the agenda)
6. **APPROVAL OF MINUTES:** September 10, 2014
7. **PUBLIC HEARINGS:**
 - A. **Resolution 65, A Resolution Requesting a Variance from the Sign Code for 250 Chase Street** (**Continued from September 10, 2014**)
 - B. **Resolution 73, A Resolution Conditionally Approving a Certificate of Appropriateness and Site Development Plan for the Proposed Porte Cochere for the Canyon Casino** (**Continued to October 8, 2014**)
 - C. **151 Marchant Street – Appeal on a decision by the Community Planning & Development Administrator**
 - D. **321 High Street – Appeal on a decision by the Community Planning & Development Administrator**
8. **ACTION ITEMS:**
 - E. **Resolution 74, A Resolution Opposing Amendment 68 and Strongly Urging Its Defeat**
 - F. **Resolution 75, A Resolution Approving a Minor Amendment to Existing Improvements by Allowing the Construction of a New Shed for the Property at 111 Hillside Street**
 - G. **Resolution 76, A Resolution Approving a Minor Amendment to Existing Improvements by Allowing the Replacement of Porch Floors for the Properties at 430, 450 AND 460 Gregory Street**
 - H. **Resolution 77, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and Ed & Shirley, Inc. for Gregory Street Parking**
 - I. **Resolution 78, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and Cholua Brothers Mining Company, Inc. for 470 Gregory Street**
9. **CITY MANAGER REPORTS:** **Sale of Radio Equipment**
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

**APPROVAL OF
DRAFT MINUTES
SEPTEMBER 10, 2014**

City of Black Hawk
City Council Minutes
September 10, 2014

Grant Collins, Police Officer I, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order at 3:00 p.m. by Mayor Spellman Wednesday, September 10, 2014.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Community Planning and Development Administrator Linker, Finance Director Hillis, Fire Chief Taylor, and Public Works Director Isbester.

PLEDGE OF
ALLEGIANCE:

Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. AGENDA CHANGES: City Clerk Greiner explained there were no changes to the agenda.

4. CONFLICTS OF
INTEREST:

City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State.

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

5(a) INTRODUCTION
OF NEW EMPLOYEE Grant Collins, Police Officer I

5(b) PUBLIC COMMENTS: City Clerk Greiner explained no one had signed up for public comments.

6. APPROVAL OF
MINUTES FOR
AUGUST 27, 2014

**MOTION TO
APPROVE**

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

MOTION PASSED

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

7. PUBLIC HEARINGS:
A. Resolution 65, A
Resolution Requesting
a Variance from the
Sign Code for 250
Chase Street

Mayor Spellman read the title and noted the item is continued until the September 24, 2014.

**MOTION TO
CONTINUE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to continue Resolution 65, A Resolution Requesting a Variance from the Sign Code for 250 Chase Street.

MOTION PASSED

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

8. ACTION ITEMS:
B. Resolution 66, A
Resolution Approving
a Certificate of
Appropriateness for
a New Garage Door
at 261 Church
Street

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained that the owner of 261 Church Street was requesting installation of a new garage door. HPC reviewed the request and recommends approval.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 67, A Resolution Approving a Certificate of Appropriateness for a New Garage Door at 261 Church Street.

C. Resolution 67, A
Resolution Approving
a Minor Amendment
to the Certificate of
Appropriateness to
Allow Construction
of a New Shed for the
Property at 301 Chase
Street

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained the owner of 301 Chase Street was requesting a minor amendment to the previous Certificate of Appropriateness which was approved by City Council in May of 2013. The proposed shed requires a Minor Certificate of Appropriateness. HPC reviewed the request and recommends approval.

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve a Minor Amendment to the Certificate of Appropriateness to allow Construction of a New Shed for the Property at 301 Chase Street per HPC's recommendation.

D. Resolution 68, A
Resolution Approving
The Temporary
Construction Easement
Between the City of
Black Hawk and Public
Service Company of
Colorado, a Colorado
Corporation

Mayor Spellman read the title.

Public Works Director Isbester explained the temporary easement is for Excel to install a high pressure gas line across the Mesa from Lake Gulch down to Bobtail. Xcel will be using some of our property for staging and working next to and on top of our water line to install the gas line. In exchange for use of our property and cutting some of the trees on our property we will receive trees planted at our new Public Works facilities. Discussion ensued regarding the use of natural gas in the Public Works facilities on the Mesa. Public Works Director Isbester explained that he received notification on September 10, 2014 that the cost for running lines to the City facilities on the Mesa would be \$70,000.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 68, A Resolution Approving the

Temporary Construction Easement Between the City of Black Hawk and Public Service Company of Colorado, a Colorado Corporation.

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

E. Resolution 69, A
Resolution Approving
the Agreement of
Lease Between the
City of Black Hawk
and 7 Healing Stars,
LLC for 460 Gregory
Street

Combined with Item G

F. Resolution 70, A
Resolution Approving
the Agreement of
Lease Between the
City of Black Hawk
and 7 Healing Stars
Collective, LLC for
450 Gregory Street

Combined with Item G

G. Resolution 71, A
Resolution Approving
the Agreement of
Lease Between the
City of Black Hawk
and 7 Healing Stars
Oneness Center, LLC
For 440 Gregory
Street

Mayor Spellman read the titles and asked the City Attorney Hoffmann if Agenda Items E, F, and G would be voted on in an umbrella motion. City Attorney Hoffmann confirmed they could be voted on in an umbrella motion.

Finance Director Hillis explained the leases for 7 Healing Stars are identical and gave an overview of their plans for the businesses. Finance Director Hillis noted that the tenant understood that alterations to the premises cannot be made without prior approval of the City or Black Hawk.

MOTION TO

APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolutions 69, 70, and 71 Resolutions Approving the Agreements of Lease Between the City of Black Hawk and 7 Healing Stars, LLC for 460 Gregory Street, 7 Healing Stars Collective, LLC for 450 Gregory Street, and 7 Healing Stars Oneness Center, LLC for 440 Gregory Street.

MOTION PASSED

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

- H. Resolution 72, A
Resolution Approving
the Agreement of Lease
Between the City of Black
Hawk and Terry Peterson
for 420 Gregory Street

Mayor Spellman read the title.

Finance Director Hillis explained these are identical lease terms to the previous items. The activities for the business will be doing assembly and prototype work in designing a 3-D printer. There will be packaging and shipping in the office as well.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 72, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and Terry Peterson for 420 Gregory Street.

MOTION PASSED

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

- I. Mountain City Roof
Replacement Project

Mayor Spellman read the title.

Public Works Director Isbester explained this is regular upkeep of City buildings at Mountain City. The shake shingles need replacement. Discussion ensued regarding the different types of shingles available.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve the Mountain City Roof Replacement Project.

MOTION PASSED

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

- J. CIRSA Property

Casualty 2015
Preliminary Quote

Mayor Spellman read the title.

For Council's information, Administrative Services Director Greiner explained that with the combined credits received for Loss Experience and Loss Control decreased the contributions for 2015 by 3% over 2014 contributions.

Council thanked Administrative Services Director Greiner.

9. CITY MANAGER
REPORTS:

City Manager Lewis had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann requested an Executive Session regarding items 2, and 5 with specific legal issues relate to pending litigation, pending contractual matters, and potential contractual matters.

11. EXECUTIVE SESSION:

**MOTION TO
ADJOURN INTO**

EXECUTIVE SESSION Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to adjourn into Executive Session at 3:30 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(b).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to adjourn the executive session.

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 4:36 p.m.

Melissa Greiner
City Clerk

David D. Spellman
Mayor

RESOLUTION 65-2014
A RESOLUTION
REQUESTING A
VARIANCE FROM THE
SIGN CODE FOR 250
CHASE STREET

(Continued from September 10, 2014)

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

Resolution No. 65-2014

**TITLE: A RESOLUTION APPROVING A VARIANCE FROM THE SIGN CODE
FOR 250 CHASE STREET**

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

Section 1. The variance from the Black Hawk Sign Code for a portable sign for the Chase Creek Bed and Breakfast is approved. The City Council finds and determines that notwithstanding the staff recommendation to deny the variance as submitted, that the City Council determines that the applicant has met the criteria set forth in Section 16-366 of the Black Hawk Municipal Code.

RESOLVED AND PASSED this 24th day of September, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

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

Resolution No. 65-2014

TITLE: A RESOLUTION APPROVING A VARIANCE FROM THE SIGN CODE FOR 250 CHASE STREET FOR THE ALTERNATE APPROACH SET FORTH BELOW

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

Section 1. The variance from the Black Hawk Sign Code for a portable sign for the Chase Creek Bed and Breakfast is denied. However, the City Council APPROVES a variance from the Black Hawk Sign Code for a sign meeting the following six conditions:

- A. Allow installation of a post with upper arm member to allow hanging a business identification sign;
- B. Allow post to be placed on the owners' property with no setback, but in a location acceptable to the Director of Public Works with safety and maintenance concerns addressed;
- C. Allow the sign to be one-sided and face the street for drivers of vehicles to view, and that the sign can have up to the four (4) square feet allowed on the home, to alternatively be placed on the hanging post sign;
- D. Allow the post and hanging style sign to be designed and constructed with the historic character of the neighborhood taken into consideration;
- E. Allow staff to review such a design to be submitted by the property owner in the future and approve a design and location for installation without having to come back to City Council for approval. Staff will use its authority to review the proposal in accordance with the Sign Code; and
- F. Staff shall use the examples and rendering of suggested design type and style, and location when reviewing a future sign permit application.

RESOLVED AND PASSED this 24th day of September, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

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

Resolution No. 65-2014

TITLE: A RESOLUTION DENYING A VARIANCE FROM THE SIGN CODE FOR 250 CHASE STREET

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

Section 1. The variance from the Black Hawk Sign Code for a portable sign for the Chase Creek Bed and Breakfast is DENIED. The City Council makes the following findings in support of its denial:

- A. The existing sign is non-conforming with the current City of Black Hawk Sign Code (Chapter 15);
- B. Current sign regulations apply to all businesses in residential districts, and the applicant is unable to meet the requirements for a variance set forth in Section 16-366 of the Black Hawk Municipal Code;
- C. Granting of the variance may grant privileges to a single property owner; and
- D. Denial of the variance will not cause unnecessary hardship for the applicant.

RESOLVED AND PASSED this 24th day of September, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

September 10, 2014

SUBJECT: Sign Variance Request for the Chase Creek Bed and Breakfast Casino (P-14-30)

On June 27, 2014 The City of Black Hawk received an application for a sign variance from Karen Midcap, owner of Chase Creek Bed and Breakfast. The intent of this submittal is a request for variance to permit the use of the existing portable sign for advertisement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Sections 15-13 (Sign Code) and 16-366 (Zoning Code) of the Municipal Code regulate the use of signs and variances. This application requests approval to utilize a non-conforming sign within a residential district for business advertisement. To allow the use of such sign a variance is needed. In reviewing the request, Staff supports a variance for an alternative, non-portable sign for the Chase Creek Bed & Breakfast.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE** a Variance from the City of Black Hawk Sign Code, based upon the ten findings found in the Staff Report, pages 4 and 5, related to Section 16-366(2) of the Municipal Code, with the following Conditions.

1. Allow installation of a post with upper arm member to allow hanging a business identification sign.
2. Allow post to be placed on the owners' property with no setback, but in a location acceptable to the Director of Public Works with safety and maintenance concerns addressed.
3. Allow the sign to be one-sided and face the street for drivers of vehicles to view, and that the sign can have up to the 4 square feet allowed on the home, to alternatively be placed on the hanging post sign.
4. Allow the post and hanging style sign to be designed and constructed with the historic character of the neighborhood taken into consideration.
5. Allow staff to review such a design to be submitted by the property owner in the future and approve a design and location for installation without having to come back to City Council for approval. Staff will use its authority to review the proposal in accordance with the Sign Code.
6. Staff shall use the examples and rendering of suggested design type and style, and location when reviewing a future sign permit application.

RESOLUTION DATE:

September 10, 2014

ORIGINATED BY:

Karen Midcap, Owner of Chase
Creek Bed and Breakfast

STAFF PERSON RESPONSIBLE:

Cynthia Linker in conjunction with Vincent
Harris, Baseline Corporation
Staff Report, Notice, and Applicant's
Application

DOCUMENTS ATTACHED:

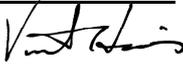
Yes No N/A

CITY ATTORNEY REVIEW:

INITIALS _____

SUBMITTED BY:

REVIEWED BY:



8-29-14
Vincent Harris, Baseline Corporation



9-18-2014
Jack D. Lewis, City Manager

Staff Report

NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the City of Black Hawk Zoning Ordinance that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for variance from the City of Black Hawk Sign Code in a residential district for an accessory use of bed and breakfast. This property is described in Exhibit A below and is generally located at 250 Chase Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, September 10, 2014 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa Greiner
City Clerk

Exhibit A

The property is generally located at 250 Chase Street.

S: 7 T: 3S R: 72W & S: 12 T: 3S R: 73W MINE: MILL SITE #49 - CT & MINE: MILL SITE #50 - CT (PT DES 693/221 AKA: PT BATES & M S #222) & IMPS Subd:
BLACK HAWK



STAFF REPORT: Sign Variance Request for Chase Creek Bed and Breakfast (P-14-30)
For: Board of Appeals (City Council)
Project: Chase Creek Sign Variance
Property Address: 250 Chase Street
Applicants: Karen Midcap, Owner of Chase Creek Bed and Breakfast
Zoning: Historic Residential (HR)
Prepared by: Zeljko Spiric, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D



BACKGROUND:

On June 27, 2014, the City of Black Hawk received an application for a sign variance from Karen Midcap, owner of Chase Creek Bed and Breakfast. The intent of this submittal is a request for variance that would allow Chase Creek Bed and Breakfast to continue utilizing a portable sign for advertisement to passersby and identification for their clientele. The owner has indicated that the sign is used occasionally and placed in front of the business to increase visibility and identity. The image below shows the desired sign.



Existing Portable Sign at Chase Creek Bed & Breakfast

The existing Chase Creek Bed and Breakfast is not in conformance with the existing City of Black Hawk Sign Code Chapter of the Municipal Code. Current code states that portable signs are not permitted in residential districts. The Bed & Breakfast Use is allowed in the HISTORIC RESIDENTIAL zone district.

The proposed request for variance has been reviewed by Staff for compliance with Chapter 15 (Sign Code) and Chapter 16 (Zoning Code) of the Black Hawk Municipal Code.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Sections 15-13 (Sign Code) and 16-366 (Zoning Code) of the Municipal Code regulate the use of signs and variances. This Staff Report relates the need for the Board of Appeals (City Council) to review and take action on the proposed variance. The Black Hawk Municipal Code requires a public hearing necessitating a notice in the paper and posting of the property. Both the notification and posting have been completed.

Signs in residential districts are regulated by Article III of the current City of Black Hawk Sign Code, Chapter 15. Permanent and temporary sign regulations are provided in Section 15-33 and Section 15-34. Neither Section 15-33 nor Section 15-34 allows the use of a portable sign for advertisement.

Businesses within residential districts are allowed two permanent signs, limited to 2 square feet, to be placed less than 10 feet in height above grade directly adjacent to the wall of the building in question. Temporary signs in residential districts are limited to seasonal and limited duration signs with dimensions as specified in Section 15-34.

Chase Creek Bed and Breakfast proposes to use a sign that is not permitted in residential districts. To allow the use of such sign, a variance would need to be approved by the Board of Appeals/City Council to allow it to be legally used. Per City of Black Hawk Sign Code regulations the Chase Creek Bed and Breakfast is only allowed a sign as defined in the Residential District Article III of Chapter 15. The current sign does not conform to permitted sign types and it exceeds allowed sign size.

Excerpts from:

*The City of Black Hawk
Municipal Code
Chapter 15 – Sign Code
Chapter 16 – Zoning Code*

Sect. 15-63 (b). Appeals and Variances

(b) Sign variances shall be processed in accordance with Article XV of Chapter 16 of this Code.

Sect.16-366. Variances and appeals.

According to Section 16-366(2) of the City of Black Hawk Municipal Code, “requests for relief from the regulations and development standards of this Chapter 16 (Zoning) may be taken to the Board of Appeals (Board of Aldermen) when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding.”

In considering such requests the Board of Appeals needs to find that all of the following exist:

1. *Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant.*

Staff comment: The property does not exhibit exceptional or extraordinary circumstances that could be considered unique to the property or structure. *The enforcement of the current City of Black Hawk Sign Code regulations would not necessarily cause unnecessary hardship to the applicant.* The City of Black Hawk Sign Code provides an option that can be used to create and install a sign that does conform to regulations and would be somewhat effective in providing adequate advertisement for the Chase Creek Bed and Breakfast. As seen below in a street view image of the area and home, it could be difficult in this case to see, read, and turn soon enough without passing by the property if one is planning to stay for the night. Having an identification sign closer to the road would provide better notice to clientele and keep vehicular traffic from driving farther up the street farther into the residential neighborhood.



2. *The circumstances, causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance.*

Staff comment: Circumstances causing unnecessary hardship may or may not be present in this case. The applicant has chosen a sign that is not in conformance with the City of Black Hawk Sign Code, but an alternative concept is likely more residential and historical looking in character.

3. *The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted;*
Staff comment: Upon evaluation, the current Bed and Breakfast sign did not conform to the previous City of Black Hawk Sign Code as well. The new Sign Code made the City representatives more aware of the current Chase Creek Bed and Breakfast sign use and for

this reason a notification was provided to the owner that the existing sign is not in compliance. Greater profit would not result if the variance were granted; however, better designed and safer options other than the proposed option may be more in character with the community goals.

4. *The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;*

Staff comment: The existing City of Black Hawk Sign Code applies to all business within the residential districts and to the land and building where the property is located.

5. *The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater use as that allowed of other land or structures in the same zoning district;*

Staff comment: The variance requested deviates from the existing City of Black Hawk regulations. The City of Black Hawk Sign Code prohibits the use of portable signs on all other lands and structures in the residential district where the property is located.

6. *The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;*

Staff comment: Granting of the variance may set an unwanted precedent that would allow other businesses in residential districts (as well as Commercial Districts) to request a similar variance for the use of portable advertising signs.

7. *The granting of the variance will be consistent with the spirit, purpose and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;*

Staff comment: Granting of the variance for a portable sign is not consistent with Chapter 15 of the City of Black Hawk Sign Code. The proposed sign does not fit the character of the area and neighborhood surrounding the property. An alternative sign placement and design may be more appropriate for this property and meet the spirit of the regulations.

8. *The granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire; flood, traffic congestion or other hazard;*

Staff comment: A variance, if granted, may increase the public safety and welfare of the City and its residents in the neighborhood.

9. *The granting of the variance is necessary to cause substantial justice to be done;*

Staff comment: The proposed variance is not absolutely necessary to cause substantial justice to be done. Other options may be available that do require a variance but are more in keeping with a desired neighborhood community character.

10. *The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.*

Staff comment: The granting of the variance would allow the uses or densities not permitted. No increases in uses or density would be created if variance was granted.

STAFF COMMENTS:

Staff from Baseline Corporation has reviewed the Request for Variance from the existing City of Black Hawk Sign Code regulations to allow the use of a portable sign used for advertising of the Chase Creek Bed and Breakfast business. Staff has evaluated this request and understands and sees the dilemma of the location of the home from the road and passersby and clientele missing a turn to get to the Bed & Breakfast. A different approach for this location and business appears warranted if it better matches the historic character and community image desired by its citizens. Therefore, Staff has the following alternative approach that we support to recommend **APPROVAL** of a variance for the property owner and business.

1. Allow installation of a post with upper arm member to allow hanging a business identification sign.
2. Allow post to be placed on the owners' property with no setback, but in a location acceptable to the Director of Public Works with safety and maintenance concerns addressed
3. Allow the sign to be one-sided and face the street for drivers of vehicles to view, and that the sign can have up to the 4 square feet allowed on the home, to alternatively be placed on the hanging post sign.
4. Allow the post and hanging style sign to be designed and constructed with the historic character of the neighborhood taken into consideration.
5. Allow Staff to review such a design to be submitted by the property owner in the future and approve a design and location for installation without having to come back to City Council for approval. Staff will use its authority to review the proposal in accordance with the Sign Code.
6. See examples and rendering of suggested design type and style, and location.



Staff from Baseline Corporation recommends that the original Request for Variance not be approved, but that the Board of Appeals alternatively approves a variance with the above listed six conditions utilizing the ten findings found in this Staff Report with such approval. If the Board of Appeals does not support this Staff recommendation, then Staff recommends **DENIAL** of the original request.

If the Board of Appeals chooses to deny the variance request, you can use the following findings:

1. The existing sign is non-conforming with the current City of Black Hawk Sign Code (Chapter 15).
2. Current sign regulations apply to all businesses in residential districts.
3. Granting of the variance may grant exclusionary privileges to a single property owner.
4. Denial of the variance will not cause unnecessary hardship for the applicant.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE** a Variance from the City of Black Hawk Sign Code, based upon the ten findings found in this Staff Report on pages 3 and 4 related to Section 16-366(2) of the Municipal Code, with the following Conditions.

1. Allow installation of a post with upper arm member to allow hanging a business identification sign.
2. Allow post to be placed on the owners' property with no setback, but in a location acceptable to the Director of Public Works with safety and maintenance concerns addressed.
3. Allow the sign to be one-sided and face the street for drivers of vehicles to view, and that the sign can have up to the 4 square feet allowed on the home, to alternatively be placed on the hanging post sign.
4. Allow the post and hanging style sign to be designed and constructed with the historic character of the neighborhood taken into consideration.
5. Allow Staff to review such a design to be submitted by the property owner in the future and approve a design and location for installation without having to come back to City Council for approval. Staff will use its authority to review the proposal in accordance with the Sign Code.
6. Staff shall use the examples and rendering of suggested design type and style, and location when reviewing a future sign permit application.

Attachments:

- Land Development Application Form

Applicant's Submittal



City of Black Hawk
 Community Planning and Development
 211 Church Street
 P.O. Box 68
 Black Hawk, CO 80422
 Ph: 303-582-0615 Fax: 303-582-2239

*PRE-PLANNING
 LAND USE
 APPLICATION*

BLACK HAWK

DATE: 6/27/2014
 APPLICANT NAME: Karen Midcap
 APPLICANT ADDRESS: 250 Chase St.
 APPLICANT MAILING ADDRESS: P.O. Box 225 Black Hawk
 APPLICANT CONTACT NUMBER: 303 582 3550
 EMAIL ADDRESS: Kmidcap @ msn. com
 PROPERTY OWNER NAME: Hal & Karen Midcap DBA Chase Creek B&B
 PROPERTY OWNER ADDRESS: 250 Chase St.
 PROPERTY OWNER MAILING ADDRESS: P.O. Box 225
 PROPERTY OWNER CONTACT NUMBER: 303 582 3550
 EMAIL ADDRESS: Kmidcap @ msn. com
 PROJECT NAME: _____
 PROJECT ADDRESS: 250 Chase St.
 PROJECT DESCRIPTION: Sign Variance for Chase Creek Bed & Breakfast

IS PROPERTY WITHIN CITY LIMITS: YES NO
 PRESENT ZONING: _____ CURRENT USE: Bed and Breakfast
 NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): _____
 NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): _____
 GILPIN COUNTY ASSESSOR'S I.D. NO.(S): _____
 EXISTING PROPERTY SIZE: _____ ACRES/SQ.FEET
 (PLEASE ATTACH A COPY OF SURVEY/PLAT.)
 EXISTING BUILDING SIZE: _____ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: _____

ACTION REQUESTED (COMPLETED BY CONSULTANTS OR CITY STAFF):
 A list of required submittal items will be provided to the applicant at the conclusion of the Pre-Planning Process. A list of potential documents that may be required is attached.

- ANNEXATION OF _____ ACRES OF LAND AND _____ ACRES OF RIGHT-OF-WAY
- ZONING/REZONING: FROM: _____ TO: _____
- PLANNED UNIT DEVELOPMENT (AMENDMENT)
- FINAL PLAT: _____ EXISTING LOTS _____ PROPOSED LOTS
- MINOR PLAT
- SPECIAL USE PERMIT
- VACATION OF EASEMENT: _____ RIGHT-OF-WAY: _____
- VARIANCE - Sign
- SITE DEVELOPMENT PLAN

- CERTIFICATE OF APPROPRIATENESS
- TEMPORARY USE PERMIT
- HISTORIC PRESERVATION FUND GRANT
- FEMA ELEVATION CERTIFICATE
- FLOOD PLAIN DEVELOPMENT PERMIT
- MOTOR VEHICLE/RECREATION VEHICLE STORAGE PERMIT
- COMPREHENSIVE SIGNAGE PLAN/SIGN PERMIT
- BOARD OF APPEALS

PLEASE READ THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANTS TO PAY FEES TO COVER THE COSTS THE CITY MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT US FOR CLARIFICATION.

CERTIFICATION:

I hereby certify that to the best of my knowledge and believe, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code and agree to the payment of any fees to the processing of this application.

* SIGNATURE OF APPLICANT: Karen Midcap DATE: 6/27/2014
I would ask the city to waive the consultant fee, I am a small business.
Consultants and City Staff Review Only. Do not write below this line.
Thank-you

All Submittal attachments included? Yes No

Public Hearing Required? Yes No

Administrative Approval: Yes No

Date: _____

Date: _____

REVIEW:

- City Surveyor – CCS Consulting
- Baseline Corporation
- Colorado Code Consultants
- Community Planning and Development
- Public Works

Chase Creek
Bed & Breakfast
303-582-3550



RESOLUTION 73-2014
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
APPROPRIATENESS AND
SITE DEVELOPMENT
PLAN FOR THE
PROPOSED PORTE
COCHERE FOR THE
CANYON CASINO

(Continued to October 8, 2014)

**151 MARCHANT STREET
APPEAL ON A DECISION
BY THE COMMUNITY
PLANNING &
DEVELOPMENT
ADMINISTRATOR**

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

September 24, 2014

SUBJECT: Appeal of a Denial of a request for a Historic Restoration and Community Preservation Site Work Component Grant

The intent of this submittal is an 'Appeal' of the City staff's decision to Deny the Site Work Component grant request to construct a soil stabilization wall behind Sean and Rebecca Conway's home at 151 Marchant Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Residential properties within a National Historic Landmark District or within an area listed on the National Register of Historic Places are allowed to participate in the City of Black Hawk Historic Preservation Easement Program. Participation in the program is further determined in Section 3 of the City of Black Hawk Historic Restoration and Community Preservation Guide.

On August 13, 2014, the City of Black Hawk received a verbal Appeal of a Denial, followed up with a written Appeal September 14, 2014, for a Historic Restoration and Community Preservation Program Site Work Component grant from Sean and Rebecca Conway, owners of the property located at 151 Marchant.

The proposed Appeal has been reviewed by staff, below, for compliance with Chapter 16 (Zoning Code) Section 16-366 related to an Appeal related to a decision of the Black Hawk Planning Department staff as authorized thru the Municipal Code.

According to Section 16-366(2) of the City of Black Hawk Municipal Code, "requests for relief from the regulations and development standards of this Chapter 16 (Zoning) may be taken to the Board of Appeals (Board of Aldermen) when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding."

RECOMMENDATION:

Staff recommends the Appeal documentation to be reviewed by the City Council and make findings to substantiate the decision to uphold the Denial; or overturn the decision and provide direction on next steps for staff.

RESOLUTION DATE:

September 24, 2014

ORIGINATED BY:

Sean and Rebecca Conway

STAFF PERSON RESPONSIBLE:

Cynthia Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Staff Report, and applicant's application

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:

Cynthia L. Linker

9/12/2014

Cynthia L. Linker, CP&D Administrator

REVIEWED BY:

Jack D. Lewis

09/18/2014

Jack D. Lewis, City Manager

Staff Report



STAFF REPORT: Appeal of a Denial of a Request for a Historic Restoration and Community Preservation Grant

For: Board of Appeals (City Council)
Project: 151 Marchant Street Site Work Component Grant Appeal Case
Property Address: 151 Marchant Street
Applicants: Sean and Rebecca Conway, Property Owners
Zoning: Historic Residential (HR)
Prepared by: Cynthia Linker, CP&D

BACKGROUND:

On August 13, 2014, the City of Black Hawk received a verbal Appeal of a Denial, followed up with a written Appeal September 14, 2014, for a Historic Restoration and Community Preservation Program Site Work Component grant from Sean and Rebecca Conway, owners of the property located at 151 Marchant (see Image 1). The intent of this submittal is to Appeal the City’s decision to Deny the grant funding request to construct a stabilization wall behind Mr. and Mrs. Conway’s home on their property.



Image 1: Location and Vicinity Map

The Historic Restoration and Community Preservation Program was established for restoration and preservation of buildings and improvements within the City of Black Hawk. The program provides assistance under four categories: Full Site and Building Component, Site Work Component, Emergency Component, and Radon Mitigation Component.

Mr. and Mrs. Conway applied for the grant under the Site Work Component. This component is available for site stabilization and structural support, site drainage, and site remediation of Qualified Properties. Projects filed under this category may include: the repair or replacement of existing rock walls, the construction of new rock walls or other type of retaining structures to stabilize or support a site, and site drainage projects to allow for appropriate drainage to, thru, or from a site. Also, grants under the Site Work Component may cover site remediation projects and the addition of a fence to secure a perimeter of a Qualified Property.

The application for a Site Work Component grant to construct a stabilization wall was submitted by Mr. and Mrs. Conway on January 2, 2014. On April 15, 2014 Consilium Partners met with the owners to conduct a review of existing conditions related to the request. As expressed by the owners, the bedrock area behind their house and on their property is fracturing and eroding down the mountainside (see Image 2). The applicant has indicated that occasionally, significantly large rocks, from the owner's property, hit the house structure. The house is located close to the hillside and there is a minimal amount of area (approximately 4 or 5 feet) for rocks to stop before potentially hitting the house. The owners are concerned that more damage may occur in the future.



Image 2: Hillside behind house 151 Marchant Street

Consilium Partners recommended that the City of Black Hawk Public Works Director investigate a potential for installing a rock wall midway up the property line (see Image 3). The wall would run parallel to the house and provide a break for large rocks coming off the owner's property. Consilium

Partners determined that due to the frequency and size of rocks (see Image 4) rolling down the mountainside some stabilization may be needed for this site.

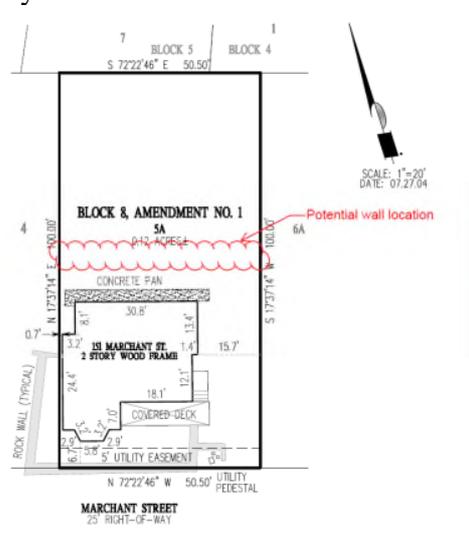


Image 3: Potential wall location 151 Marchant Street



Image 4: Example of Size of rocks landing near 151 Marchant Street

City of Black Hawk Public Works Department evaluated the request and determined that the existing conditions and layout of the site do not permit construction of a robust enough wall to achieve a successful barrier to the falling rock. The wall may even worsen the situation by providing a launching pad for the debris. Upon further site evaluation, the majority of the exposed rock is highly fractured weathering bedrock. The Public Works Department recommended that a temporary fence barrier may be set up and the loose material may then be scaled and hauled away. On June 25, 2014, City Council was informed of the decision to deny the application request for grant funds.

A scaling proposal was provided by Midwest Rockfall, Inc. on August 28, 2014. The proposal included installation of temporary anchors and fencing for protection of the house. Upon installation, large rock and loose material on the slope would be removed and hauled away. The temporary fence would be removed upon completion of the project. The cost of work was estimated at \$6,775. This scaling process may need to occur approximately every five (5) to ten (10) years.

The proposed request for an Appeal has been reviewed by staff for compliance with Chapter 16 (Zoning Code) Section 16-366 (Variances and Appeals) of the Black Hawk Municipal Code.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Section 16-366 (Zoning Code) of the Municipal Code regulates the appeal process. This staff report summary and catalogue of information relates to the need for the Board of Appeals (City Council) to review and take action on the Appeal. The Black Hawk Municipal Code requires a public hearing which necessitates a notice in the paper and a posting on the property. Both the notification and posting have been completed.

According to Section 16-366(2) of the City of Black Hawk Municipal Code, “requests for relief from the regulations and development standards of this Chapter 16 (Zoning) may be taken to the Board of Appeals (Board of Aldermen) when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding.”

Residential properties within a National Historic Landmark District or within an area listed on the National Register of Historic Places are allowed to participate in the City of Black Hawk Historic Preservation Easement Program. Participation in the program is further determined in Section 3 of the City of Black Hawk Historic Restoration and Community Preservation Guide.

Excerpts from:

*The City of Black Hawk
Municipal Code
Chapter 16 – Zoning Code*

Sect.16-366. Variances and appeals.

All appeals of decisions and requests for a variance shall be processed as described below.

(1) Appeals of decisions.

a. Who may apply. Appeals to the Board of Appeals may be made by any person aggrieved by the inability to obtain a building permit (except where inability to obtain a building permit is due to denial of rezoning application by the Board of Aldermen or by decision of any administrative officer in the City based upon or made in the course of the administration or enforcement of the provisions of this Chapter. Appeals to the Board of Appeals may be made by any officer, department, board or bureau of the City affected by the grant or refusal of the building permit or by other decision of the administrative officer or agency, based on or made in the course of administration or enforcement of this regulation.

b. Time limit. Appeals to the Board of Appeals must be made in writing and filed with the City Clerk within ten (10) days of the action or decision appealed.

c. Stay of proceedings. An appeal stays all proceedings and furtherance of the action appealed from unless the officer from whom the appeal is taken certified to the Board of Appeals, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril of life and property, in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Appeals or a court of record on application and on notice to the officer from whom the appeal is taken and on due cause shown.

(3) Hearing. Hearings of the Board of Appeals shall commence no later than the next regularly scheduled meeting following the completion of required notice procedure. The Board of Appeals may continue a hearing as may be necessary to obtain necessary information and make its decision. Public hearings shall be conducted in the manner provided in this Code.

In considering such Appeal requests the Board of Appeals needs to evaluate the information provided by the applicant, information available and provided from staff, and then make findings of fact related to the Appeal criteria below. Some of the criteria have been worded and set to be related to the Appeal of an Administrative Decision to not approve a requested Grant application from the property owner so that the Board of Appeals can learn the background, evaluate the information, compare it to relevant criteria, and then make Findings to overturn the Denial and allow a Grant application to proceed for related and necessary work; or to agree with Denial and not authorize any further proceedings related to a Grant application:

- 1. Due to exceptional and extraordinary circumstances unique to the property or structure for which the appeal is sought, the strict enforcement of the provisions of the Grant Program would cause an unnecessary hardship to the applicant.*

Many staff has visited the property at 151 Marchant Street. The house was built into a hillside and natural conditions are unique to the property and the area. The property is situated on a hillside that has loose soil and fractured weathering rock and is also covered with vegetation that provides support for some of the soil. These natural conditions existed prior to and after the construction of the house in the late 1800s. No previous reports or significant damage to the house have been reported in the past to staff's knowledge. Significant or immediate damage or danger does not seem evident. There are a variety of simpler "fixes" that may be accomplished by the homeowner without constructing an expensive wall on top of a steep slope.

- 2. The Appeal requested is the minimum deviation or solution necessary;*
A variety of construction techniques may be available for the property owner to install. Construction of some version of a wall close to the home would be very expensive and impractical. Scaling of rock on this property with a simple fence barrier may be a reasonable solution for the property owner to reduce falling rocks from their property.

- 3. The granting of the Appeal will be consistent with the spirit, purpose and intent of the Grant Program and will not create a situation which alters the character of the area surrounding the property for which the Appeal is granted;*

The granting of the Appeal would not be consistent with the spirit, purpose and intent of the Grant program. The intent and spirit of the grant program is to provide resources to promote the rehabilitation and historic preservation of Qualified Properties. The grant program is not designed to have the City do maintenance for property owners with slopes on their property that may have unstable rock, debris, or extreme topography. It would seem appropriate that the owner would work to clear their own land of any perceived unstable rock, debris or slopes. The grant program is not designed to specifically maintain all residents' property with normal mountainous terrain, which is typical for the City of Black Hawk.

- 4. The Appeal will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire; flood, traffic congestion or other hazard; (at a reasonable cost)*

No previous or current reports of significant damage to the house have been reported in the past or present to staff's knowledge.

STAFF COMMENTS:

The applicant is requesting funds to construct a structure behind their house to help control loose rock and material from settling behind their house. The applicant's request is not clear in explaining what type of rock wall work would be requested. While it is described as a wall, no dimensions and type of construction have been indicated.

After visiting the property and considering the information provided by the Public Works, Staff is under the impression that it would be difficult to construct any wall-type structure on the property in question and may in fact worsen the situation providing a launching pad for the debris. Additionally, the cost to construct such a wall would be unreasonable.

This home has previously undergone a full restoration. If any concern about loose soil was identified during the restoration, the property owner would have been informed about it. Since it is believed that the current owner was fully aware of conditions on the property prior to purchase, it seems fair to expect that it would be the owner's responsibility to maintain his or her own property and keep the loose rocks and debris to a minimum with regular maintenance.

Staff is aware that other properties in the City have applied for grants in the past and that sometimes the walls put in place were used to stabilize the ground. However, the circumstances under which those grants were allowed may seem different as the policies of the grant program and the amount of available funds has changed over the years.

In addition, installation of a wall in the area behind the home may result in further damage to the soil and potentially cause additional rocks to become loose on their property. Staff believes that the applicant should explore alternative methods on their own such as scaling and removal or methods for soil stabilization and to construct any soil structures, or scaling, that they feel will be best for their issues using their own source of funding.

RECOMMENDATION:

Staff recommends the Appeal documentation to be reviewed by the City Council and make findings to substantiate the decision to uphold the Denial; or overturn the decision and provide direction on next steps for staff.

APPENDIX:

1. Grant request application
2. Grant request application denial letter
3. Improvement location certificate
4. Improvement location certificate – markup
5. Consilium Partners – Site Work Grant Request
6. Property Evaluation images
7. Email Documentation ending on 06/06/2014
8. Cultural Resource Re-evaluation Form

APPENDIX 1

151 MERCHANT



City of Black Hawk
Community Planning and Development
271 Gregory Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223

Grant No: _____
Project No: _____
For Office Use Only

COMMUNITY RESTORATION AND PRESERVATION FUND APPLICATION

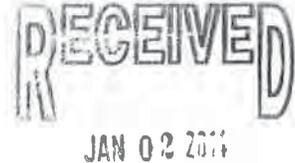
GENERAL INFORMATION:

Grant Year: 2014 Today's Date: 1/2/14
Property Street Address: 151 Marchant
Property Owner(s): Sean & Rebecca Conway
Owner(s) Mailing Address: 2595 56th Ave Greeley, CO 80634
Owner(s) Telephone No.: (H) (W) (Cell) 970-518-6999
Email Address: sconway@co.weld.co.us
Contact Person (if different from owner) (BACK up #)
Contact Telephone No.: (H) (W) (Cell) 970-405-2123
Email Address: RKC2000@gmail.com

Applications can be made by individuals other than the property owners with the owner's written permission (written permission must be signed and notarized on a form "Affidavit of Permission" or 'Power-of-Attorney' provided by the applicant).

Please check the appropriate box of the type of grant you are applying for. Refer to the "Guide to Programs" for information relating to each program. PLEASE NOTE: YOU WILL NEED A SEPARATE NARRATIVE FOR EACH GRANT COMPONENT.

- Rehabilitation [] Exterior Paint []
Site Work [X] Emergency []
Radon Mitigation []



Applicant has successfully completed:

- [] Grant Program Agreement
[] Preservation Easement Agreement.

CITY OF BLACK HAWK PLANNING DEPT.

Office Use Only. Do not write below this line.

Date Received: Grant No.:
HPC Review Date: Board of Aldermen Approval Date:
Amount Approved:
Comments or Conditions:
Authorization Signature: Date:
Associated Grant Numbers:

PROJECT INFORMATION:

1. Please provide a general description of the project (If additional room is needed, attach additional paper):

Stabilization of rear wall & rock wall in front of driveway

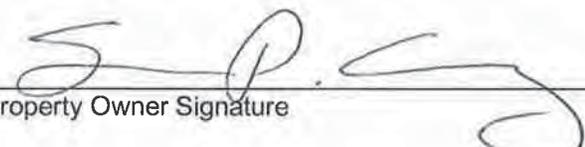
Even though a property may be located in the National Historic Landmark District, completion of an application does not guarantee the property is eligible to participate in the Community Restoration and Preservation program. Once the property owner makes an official application submittal, Black Hawk staff, the Owner's Representative and Architect will meet with the property owner for an orientation meeting and on-site property visit and inspection. Subsequently, a current conditions report and scope of work will be prepared and presented to City Council with recommendations from City staff and the Owner's Representative regarding program eligibility. Property owner will be notified by the Community Planning and Development with a decision and the next steps in the program process, if applicable.

In accordance with the City of Black Hawk's Resolution 10-2010 Titled: A resolution amending the City of Black Hawk Community Restoration and Preservation Fund Guide to provide a process for determining payment of Federal potential income tax liability. A copy of Resolution 10-2010 is attached as reference.

For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying rehabilitation projects pursuant to C.R.S. § 39-22-514, or whether to apply to the City Manager consistent with C.R.S. §12-47.1-1301, as amended, for the reimbursement of any Colorado income tax liability paid as a result of the receipt of the grant.

I certify that I **WILL NOT** submit an application to the Colorado Historical Preservation Income Tax Credit program, but will apply for reimbursement through the City of Black Hawk.

I certify that I **WILL** apply for the Colorado Historical Preservation Income Tax Credit through the State of Colorado and understand that **NO** reimbursement will be available from the City of Black Hawk. The most current information on the Colorado Preservation tax credit program can be found at <http://www.historycolorado.org/oahp/preservation-tax-credits>.



Property Owner Signature

1/2/14

Date

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 10-2010

TITLE: A RESOLUTION AMENDING THE CITY OF BLACK HAWK COMMUNITY RESTORATION AND PRESERVATION FUND GUIDE TO PROVIDE A PROCESS FOR DETERMINING PAYMENT OF FEDERAL POTENTIAL INCOME TAX LIABILITY

WHEREAS, with the adoption of HB 04-1381, a provision of C.R.S. § 12-47.1-1301(3) that prohibited the payment of income tax liability associated with the receipt of a residential grant within the City of Black Hawk was deleted from C.R.S. § 12-47.1-1301(3) for all residential grants awarded on or after May 12, 2004;

WHEREAS, the City Council of the City of Black Hawk desires to provide for payment of federal income tax liability associated with the receipt of a residential grant awarded on or after May 12, 2004, and at the same time protect the confidential financial information of those individuals that may be entitled to such payment pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*; and

WHEREAS, the City Council of the City of Black Hawk desires to develop a process for paying the federal income tax liability associated with the receipt of a residential grant that is in accord with the law and provides notice to the public of the expenditure of public funds and at the same time protects the privacy interests related to confidential financial information of those individuals receiving such grant funds.

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

Section 1. The recipient of a residential grant approved by the City Council pursuant to the City of Black Hawk Community Restoration and Preservation Fund Guide to Programs (the "Grant Program") seeking payment of federal income tax liability shall submit to the City of Black Hawk Finance Department a copy of the documents described hereinbelow in order to qualify for consideration to receive the payment of federal income tax liability associated with the preservation and restoration of the recipient's residential property.

A. A copy of a letter from a Certified Public Accountant or Enrolled Agent specifying the specific federal tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the Grant Program, and

B. A fully executed document in the form attached hereto as **Exhibit A** and incorporated herein by this reference, signed by the grant recipient(s).

Section 2. The City Manager, in coordination and consultation with the Finance Director, shall provide to the City Council a report indicating the total federal income tax liability due grant recipients on a quarterly basis based on receipt of the information set forth in Section 1 of this Resolution, and the City Council shall consider by separate Resolution whether to approve the federal income tax liability for its residential grant program on a quarterly basis. If the City Council approves the payment of federal income tax liability by Resolution, said Resolution will identify the recipients of payment for federal income tax liability, but shall not disclose the amount paid to each recipient.

Section 3. The City Council may also determine to budget a certain amount within the City's annual budget for the payment of such federal income tax liability, and if the amount has been duly budgeted, and the approval of the grant included approval of an amount to be determined for federal income tax liability, the City Manager may approve the expenditure of the federal income tax liability, subject to ratification by the City Council by Resolution in accordance with section 2 of this Resolution, and provided said applicant has provided the necessary documentation as provided in Section 1 of this Resolution.

Section 4. For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying rehabilitation projects pursuant to C.R.S. § 39-22-514, or whether to apply to the City Manager consistent with C.R.S. § 12-47.1-1301, as amended, for the reimbursement of any Colorado income tax liability paid as a result of the receipt of the grant.

RESOLVED AND PASSED this 28 day of April, 2010.


David D. Spellman, Mayor

ATTEST:

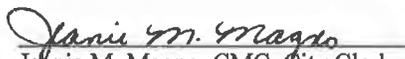

Jeanie M. Magno, CMC, City Clerk

Exhibit A

Federal Income Tax Liability

City of Black Hawk
Attn: Finance Director
P.O. Box 68
Black Hawk, Colorado 80422

Dear Sir or Madam:

I (We) have completed our Federal Tax Returns for tax year 20____, and are requesting that the City of Black Hawk issue a check to cover our total federal income tax liability for receipt of the residential grant for my (our) property located at _____ in the amount of \$ _____.

I (We) certify that for the Federal Income Tax Return filed for tax year 20____, my (our) total tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

I (We) certify that an application for the Colorado Historical Preservation Income Tax Credit has been submitted and I (we) understand that no reimbursement will be available from the City of Black Hawk for my State income tax liability.

Or

I (We) certify that I (we) will not submit an application for the Colorado Historical Preservation Income Tax Credit and are asking for reimbursement from the City in the amount of \$ _____ for my State income tax liability.

I (We) certify that the above information is true and correct. To the extent the information is not correct, I (we) understand that I (we) may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts, and that I (we) may also be subject to criminal prosecution.

(Name)

Date

APPENDIX 2

151 MERCHANT



City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223 or Fax: 303-582-2239

June 30, 2014

Sean & Rebecca Conway
2595 56th Avenue
Greeley, Colorado 80634

RE: 151 Marchant Street – Application for Site Work

Dear Mr. and Mrs. Conway:

We are writing on behalf of the City of Black Hawk to inform you that Community Planning & Development has reviewed and denied your application for grant funds to address the slope stability behind your property at 151 Marchant Street. City Council was informed of the decision in Executive Session at the June 25, 2014 City Council meeting. You have the right to appeal this decision to the City of Black Hawk Board of Aldermen if you choose to do so, per the terms of the current Historic Restoration and Community Preservation Fund Guide to Programs.

You are able to contract and complete the work yourself. You will be required to obtain a Certificate of Appropriateness for the work once a scope is established, which will need to be reviewed by the Historic Preservation Commission and City Council. Dates for these meetings, and deadlines for turning in documents for information packets, are available from the Community Planning and Development office.

Please let us know if you have any additional questions or concerns.

Sincerely,



Jessica M. Killian, PE, LEED GA
Senior Project Manager

CC: Cindy Linker and Tami Archer – City of Black Hawk

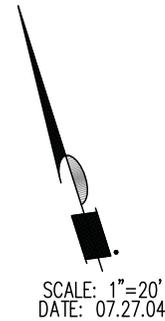
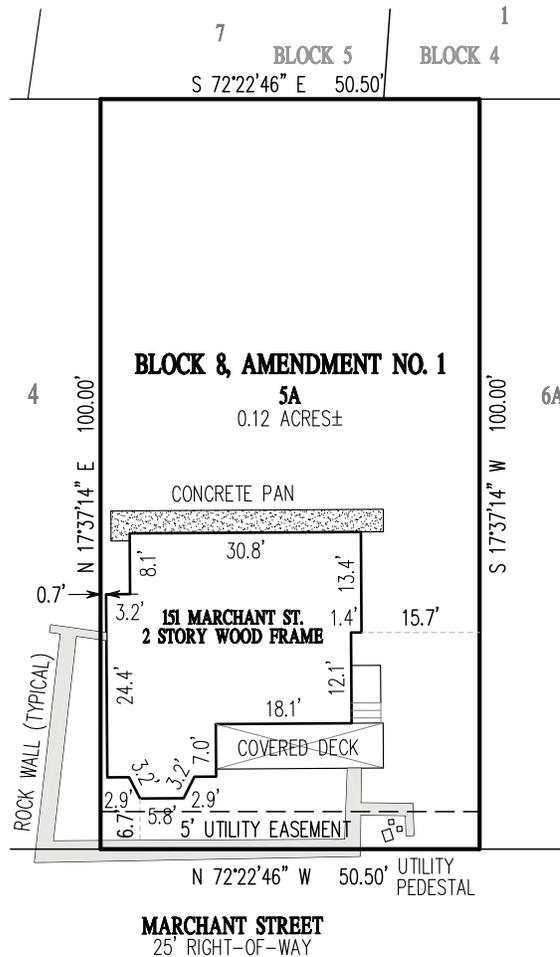
Encl: Application

APPENDIX 3

151 MERCHANT

IMPROVEMENT LOCATION CERTIFICATE

LOT 5A, BLOCK 8, AMENDMENT 1, CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO



I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR THE CITY OF BLACK HAWK THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, 01.28.04 EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

C.C.S. CONSULTANTS, INC.

SIGNED: NOEL L. POTTER PLS 26296

C.C.S. CONSULTANTS, INC.
11445 West I-70 Frontage Road North
Suite 102, Wheat Ridge, Colorado 80033
303-403-4706 Fax 303-403-0800

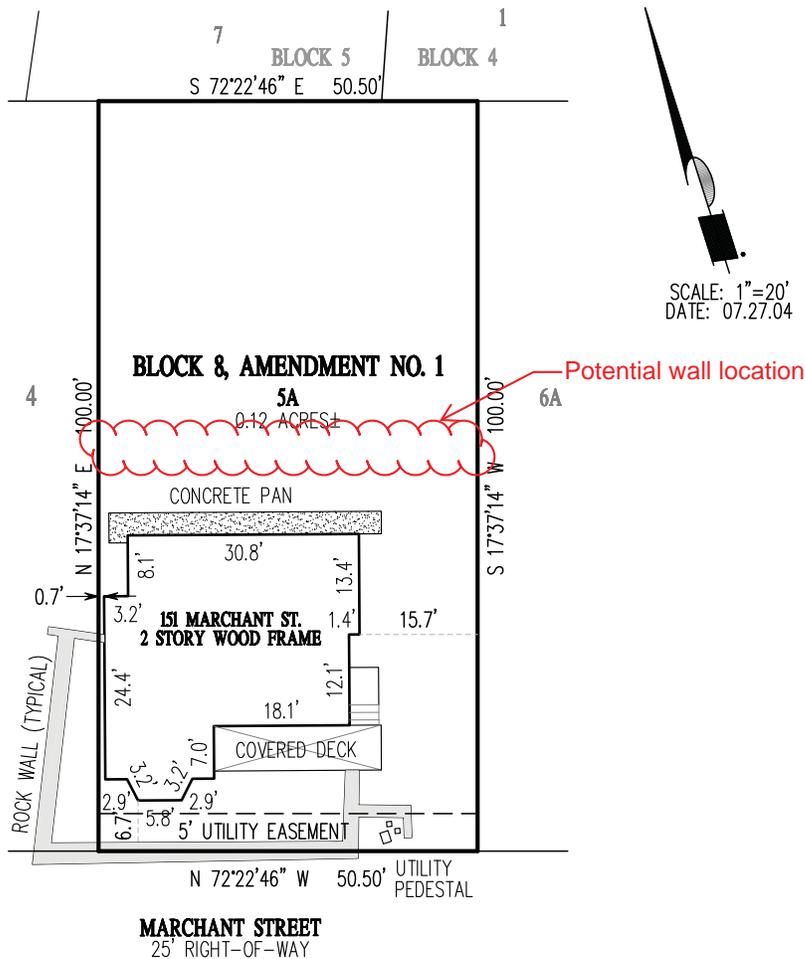
PROJECT NO.: CCS-BLH\08BHTD\LC LOT 5A

APPENDIX 4

151 MERCHANT

IMPROVEMENT LOCATION CERTIFICATE

LOT 5A, BLOCK 8, AMENDMENT 1, CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO



I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR THE CITY OF BLACK HAWK THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, 01.28.04 EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

C.C.S. CONSULTANTS, INC.

SIGNED: NOEL L. POTTER PLS 26296

C.C.S. CONSULTANTS, INC.
11445 West I-70 Frontage Road North
Suite 102, Wheat Ridge, Colorado 80033
303-403-4706 Fax 303-403-0800

PROJECT NO.: CCS-BLH\08BH10\LC LOT 5A

APPENDIX 5

151 MERCHANT



Appendix 5



151 Marchant – Sitework Grant Request

The property owners at 151 Marchant Street have requested a Sitework Component Community Restoration and Historic Preservation Fund Grant for rock wall work behind their home (see attached application request). On April 15, 2014, Consilium Partners met with Sean and Rebecca Conway (“Owners”) to review the existing conditions related to this request. An additional observation was conducted on May 16, 2014 due to additional rock fall. Per the Owners, the bedrock area behind their house is fracturing and eroding down the mountainside. At times, significantly large rocks hit their house structure and they are concerned about future damage. Due to the location of the house adjacent to the mountainside, there is minimal area for rocks to lodge prior to getting all the way down the house.

Based on Consilium Partners’ review and the attached pictures, we would recommend that Public Works investigate the potential for installing a rock wall midway up the property line which would run parallel to the house to provide a break for larger rocks coming down the mountainside, or alternate approach to achieve slope stabilization for the larger rocks. A potential wall location is marked on the attached survey. The Owners are aware that maintenance of the drainage swale is their responsibility. However, based on the size of rocks and frequency of them rolling down the mountainside, it is Consilium Partners’ opinion that some stabilization action is needed.

Thank you,
Jessica Killian
Consilium Partners
May 28, 2014

Photographs of Existing Conditions



Potential wall location

Hillside behind house



Existing drainage swale



Previous rock fall

Existing drainage swale



Potential wall location

Existing hillside



Additional rock fall (5/16/14)



Additional rock fall (5/16/14)



Additional rock fall (5/16/14)

APPENDIX 6

151 MERCHANT





































APPENDIX 7

151 MERCHANT

Appendix 7

Zeljko Spiric

From: Tom Isbester <TIsbester@cityofblackhawk.org>
Sent: Friday, June 06, 2014 9:26 AM
To: Killian, Jessica
Cc: Cynthia Linker; Tami Archer; Matthew J. Reed
Subject: RE: 151 Marchant - Sitework Grant Request

Follow Up Flag: Follow up
Flag Status: Flagged

Jessica:

Sorry it has taken so long to get back. We have looked at the site several times and it does not lend itself to an easy fix. I do not think we could build a robust enough wall that was tall enough to achieve a successful barrier to the falling rock without completely encasing the entire hillside. From my observation the majority of the exposed hillside slope is a highly fractured weathering bedrock. My recommendation, for what it is worth, is to have a contractor set up a temporary fence barrier along the house and completely scale the loose material off and haul it away. This will be a significant effort, but nowhere near that of constructing a wall back there. This type of work may be something that needs to occur every 5 or 10 years, but a wall would not alleviate the need to do this anyway, and the wall will not stop any of the rolling stones- in my opinion.

Thomas Isbester
City of Black Hawk Public Works Director
987 Miners Mesa Road
P.O. Box 68
Black Hawk, CO 80422
303-582-1324

From: Killian, Jessica [<mailto:jessica.killian@nv5.com>]
Sent: Wednesday, May 28, 2014 3:00 PM
To: Tom Isbester
Cc: Cynthia Linker; Tami Archer; Matthew J. Reed
Subject: 151 Marchant - Sitework Grant Request

Tom –

The property owners at 151 Marchant Street submitted a sitework application related to slope stabilization behind their house. Please review the attached overview from Consilium Partners for your use in determining whether to move forward with this request.

Also, if this format does not meet your needs, please let me know what we can change in the future to better provide you the necessary information. We have another sitework request at 321 High Street that will be coming up next.

Thanks,
Jessica

Jessica M. Killian, PE, LEED GA | Senior Project Manager-Program Management | www.NV5.com
1738 Wynkoop Street Suite 302 | Denver, CO 80202 | M: 303.328.5904

Consilium Partners, An NV5 Company

[Electronic Communications Disclaimer](#)

APPENDIX 8

151 MERCHANT

Appendix 8

BLACK HAWK CULTURAL RESOURCE SURVEY
Cultural Resource Re-evaluation Form
(page 1 of 2)

1. Current Address: **151 Marchant**
2. Resource Number: **5GL.7.407**
3. NHL Resource Number: **B8-2**
4. Resource Name:
5. Purpose of this current site visit (check as many as apply)
 - Site is within a current project area
 - Resurvey
 - Update of previous site form(s)
 - Surface collection
 - Testing to determine eligibility
 - Excavation
 - Other
6. Previous Recordings:

<input checked="" type="checkbox"/> 1986 National Park Service Survey	<input checked="" type="checkbox"/> Photograph	
<input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination	No Photographs	<input checked="" type="checkbox"/> Contributing
<input checked="" type="checkbox"/> 1998 Re-survey	<input checked="" type="checkbox"/> Photograph	
<input checked="" type="checkbox"/> 2004 Photo survey	<input checked="" type="checkbox"/> Photograph	
<input type="checkbox"/> Other:	<input type="checkbox"/> Photograph	
7. Exterior alterations since 1986: **1996: Historic Preservation grant, alteration permit, \$5,500. 2003: "complete remodel, city project." Alterations include new siding, windows, and raised foundation.**
8. Additional historical background: **The house is visible in the 1886-1900 Sanborn maps, although the maps appear to have the lots numbered incorrectly. It is also seen in historic photographs purporting to date from 1888. Deed research may reveal a more accurate construction date, as the house has architectural features typical of an earlier construction date.**

Ca. 1880s Construction date Estimate from 1986 NPS Survey New estimate

Sources of information: **Digital Image Collection, Western History & Genealogy, Denver Public Library; The Gilpin Railroad Era (Abbot)**

Sanborn Maps

- 1886
- 1890
- 1895
- 1900

Current Address: **151 Marchant**

(page 2 of 2)

Resource Number: **5GL.7.407**

NHL Resource Number: **B8-2**

9. Changes to Location or Size Information: **Block 8, lot 5**

10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:
Contributing Non contributing Need data

11. National Register - Individual Eligibility Assessment:
Eligible Not eligible Need data

12. Is there National Register district potential? Yes No
Discuss: **This building would contribute to a potential N.R. district.**

13. Local Designation - Individual Eligibility Assessment:
Eligible Not eligible Need data

14. Is there Local district potential? Yes No
Discuss: **This building would contribute to a potential local district**

15. Photograph Types and Numbers: **Digital, <.jpg> format. 151 Marchant-1.JPG, 151 Marchant-2.JPG, 151 Marchant-3.JPG**

16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**

17. Recorder(s): **Deon Wolfenbarger**

18. Date(s): **July 15, 2010**

19. Recorder Affiliation: **Three Gables Preservation**

20. Attachments
(check as many as apply)
 Photographs
 Site sketch map
 U.S.G.S. map photocopy
 Other _____
 Other _____

21. Official determination
(OAHF USE ONLY)
 Determined Eligible
 Determined Not Eligible
 Need Data
 Nominated
 Listed
 Contributing to N.R. District
 Not Contributing to N.R. Dist

Current Address: **151 Marchant**
Resource Number: **5GL.7.407**
NHL Resource Number: **B8-2**

Continuation Sheets

Current Photographs
Date: **04/09/2009, 1/19/2010, 1/21/2010**



Current Address: **151 Marchant**
Resource Number: **5GL.7.407**
NHL Resource Number: **B8-2**

Continuation Sheets

2004 Photograph



1998 Resurvey Photograph



Current Address: **151 Marchant**
Resource Number: **5GL.7.407**
NHL Resource Number: **B8-2**

Continuation Sheets

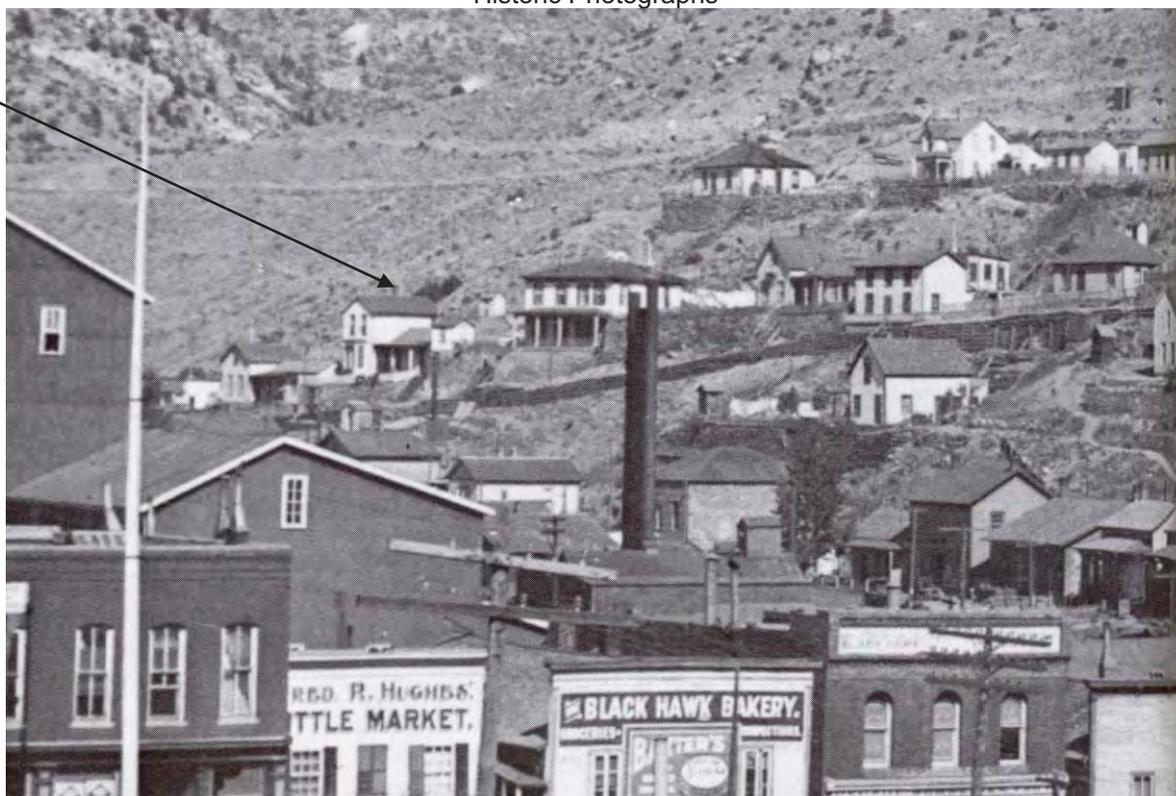
1986 Survey Photograph



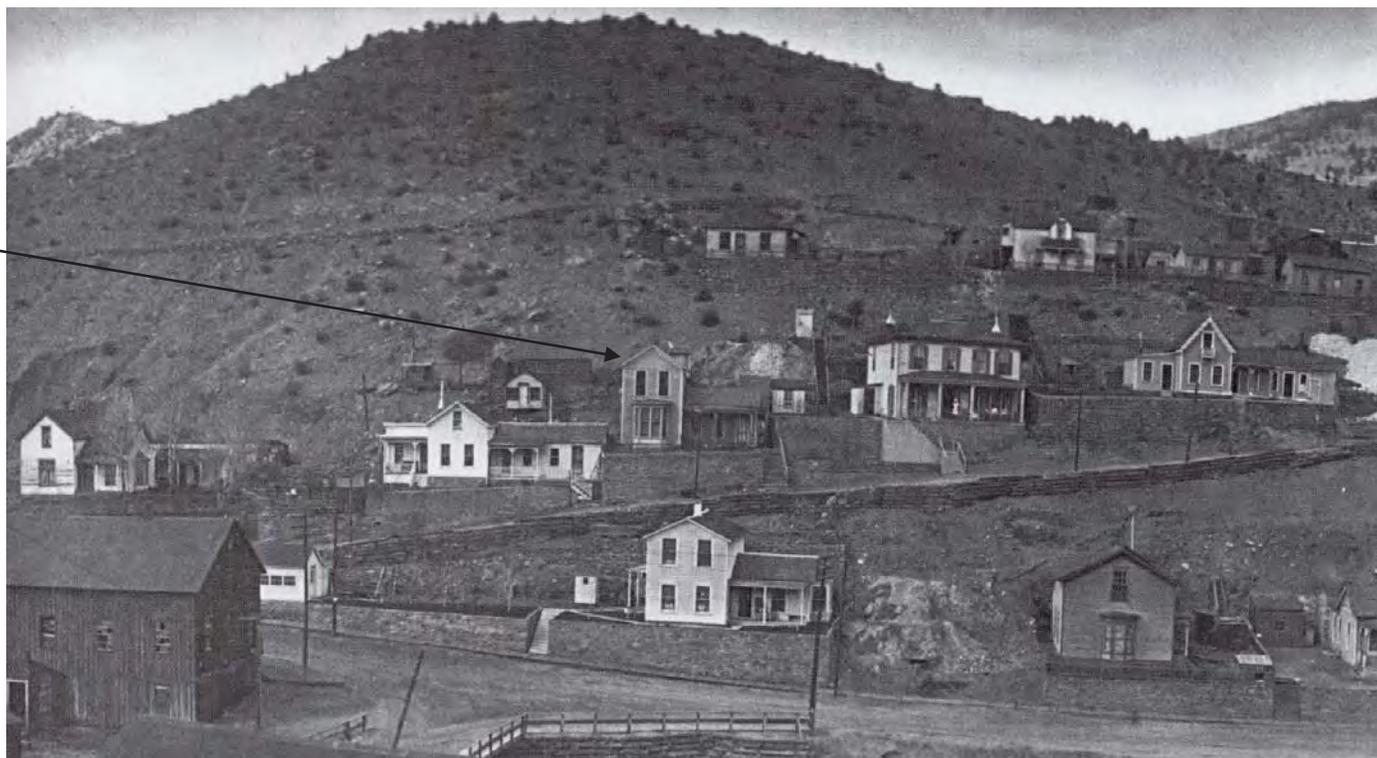
Gilpin County Assessor's Photographs



Historic Photographs



Ca. 1899

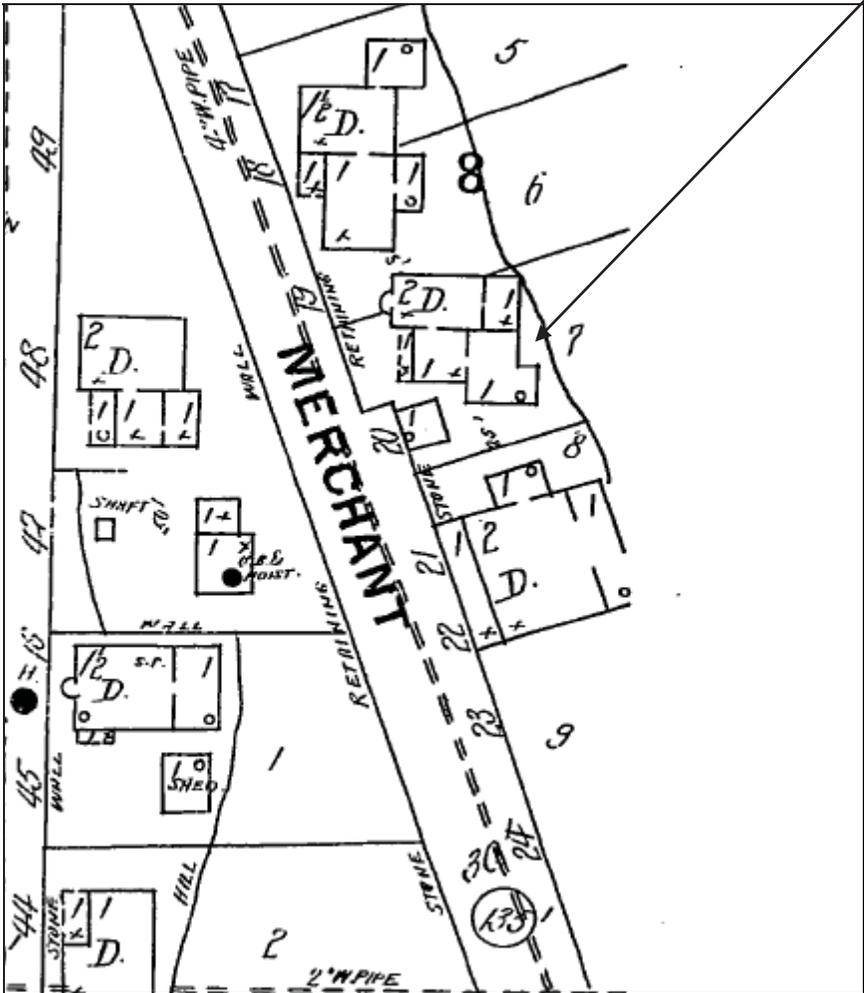


Ca. 1910

Current Address: 151 Marchant
Resource Number: 5GL.7.407
NHL Resource Number: B8-2

Continuation Sheets

1900 Sanborn Map



Applicant's Submittal

Applicant's additional information on following pages provided to the City of Black Hawk for consideration by City Council with this Appeal case

Sean and Rebecca Conway

151 Marchant

Black Hawk, Colorado

Dear Mayor and Council:

Thank you for agreeing to consider our appeal regarding a denial by staff of a grant to address the current situation at 151 Marchant.

As stated earlier, when I appeared before you at the regular scheduled meeting to request the appeal, the falling rock behind our home has been increasing at an alarming rate over the last two years. Large rocks, as documented in the engineering report prepared for the City demonstrates, are threatening the home. The current situation is something that will only continue to get worse if not addressed. The report also outlined a rock wall solution is the best way to address it.

My grant application was encouraged by neighbors who have witnessed the increasing size and rate of rock fall. It is worth noting that every home along Marchant has some form of rock retention wall. 151 Marchant is the only home that does not have any such structure. This circumstance, allows the property to fall under (4) a. 4 of Section 16-366 of Variances and appeals. In addition, when the City of Black Hawk through a grant worked on the now white house next door, it installed as part of that grant a rock wall. The rock wall has worked to reduce the falling rock and protect the property over the last two years.

We understand the grant program is used to protect the historic structures in Black Hawk. We believe this grant and rock wall will protect 151 Marchant a historic home in Black Hawk, and the large investment the community of Black Hawk has invested to ensure this historic home is around for generations to come.

Please find attached some photos which I have attached for your review to highlight my statements in this letter. Again, thank you for your consideration of our appeal and the time the Black Hawk staff, especially Cynthia Linker, has put in on this matter.

Sincerely,

Sean and Rebecca Conway

**321 HIGH STREET
APPEAL ON A DECISION
BY THE COMMUNITY
PLANNING &
DEVELOPMENT
ADMINISTRATOR**

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

September 24, 2014

SUBJECT: Appeal of a Denial of a request for a Historic Restoration and Community Preservation Site Work Component Grant

The intent of this submittal is an 'Appeal' of the City staff's decision to deny the grant request to construct a soil stabilization wall behind Mr. and Mrs. Schopen's home at 321 High Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Residential properties within a National Historic Landmark District or within an area listed on the National Register of Historic Places are allowed to participate in the City of Black Hawk Historic Preservation Easement Program. Participation in the program is further determined in Section 3 of the City of Black Hawk Historic Restoration and Community Preservation Guide.

On August 27, 2014, the City of Black Hawk received a verbal Appeal of a Denial, followed up with a written Appeal September 2, 2014, for a Historic Restoration and Community Preservation Program Site Work Component grant from Mary Kay and Gerhard Schopen, owners of the property located at 321 High Street.

The proposed Appeal has been reviewed by staff, below, for compliance with Chapter 16 (Zoning Code) Section 16-366 related to an Appeal related to a decision of the Black Hawk Planning Department staff as authorized thru the Municipal Code.

According to Section 16-366(2) of the City of Black Hawk Municipal Code, "requests for relief from the regulations and development standards of this Chapter 16 (Zoning) may be taken to the Board of Appeals (Board of Aldermen) when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding."

RECOMMENDATION:

Staff recommends the Appeal documentation be reviewed by the City Council and make findings to substantiate the decision to uphold the Denial; or overturn the decision and provide direction on next steps for staff.

RESOLUTION DATE:

September 24, 2014

ORIGINATED BY:

Mary Kay and Gerhard Schopen

STAFF PERSON RESPONSIBLE:

Cynthia Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Staff Report, and applicant's application

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:

REVIEWED BY:

Cynthia L. Linker

9/17/2014

Cynthia L. Linker, CP&D Administrator

Jack D. Lewis

9/18/2014

Jack D. Lewis, City Manager

Staff Report

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen (as the Board of Appeals) shall hold a public hearing to hear and decide an appeal on a decision by the Community Planning and Development Administrator, located on property described in Exhibit A and generally located along High Street, pursuant to the City of Black Hawk zoning ordinance. Such Appeal has been submitted by the property owner of 321 High Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen (as the Board of Appeals) on Wednesday, September 24, 2014 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

EXHIBIT A

321 High Street
Black Hawk, CO 80422

Legal Summary: S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 024 Lot: 26 & WATER
WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF
COLORADO

Melissa Greiner
City Clerk



STAFF REPORT: Appeal of a Denial of a request for a Historic Restoration and Community Preservation Site Work Component Grant

For: Board of Appeals (City Council)
Project: 321 High Street Grant Appeal Case
Property Address: 321 High Street
Applicants: Mary Kay and Gerhard Schopen, Property Owners
Zoning: Historic Residential (HR)
Prepared by: Cynthia L. Linker, CP&D Administrator

BACKGROUND:

On August 27, 2014, the City of Black Hawk received an appeal of a denial for a Historic Restoration and Community Preservation Program grant from Mary Kay and Gerhard Schopen, owners of the property located at 321 High Street (see Image 1). The intent of this submittal is an ‘Appeal’ of the City staff’s decision to deny the grant request to construct a soil stabilization wall behind Mr. and Mrs. Schopen’s home.

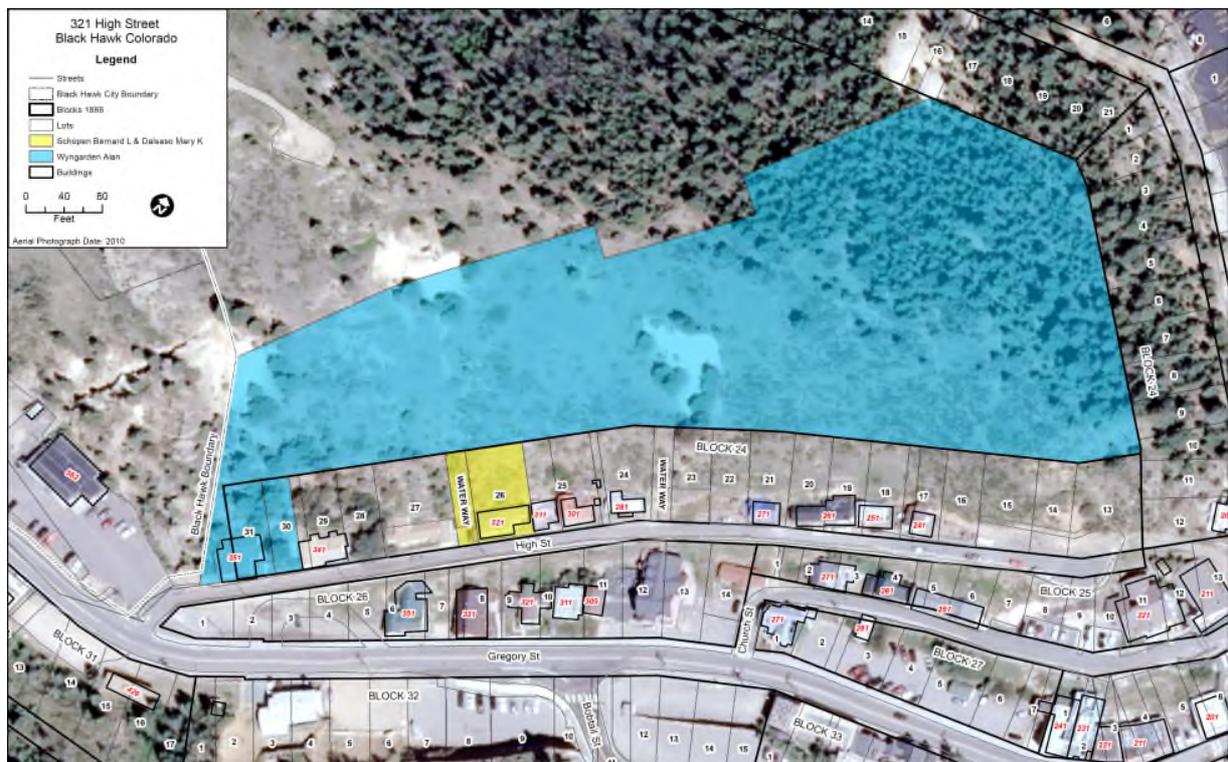


Image 1: Property Location and Vicinity Map

The Historic Restoration and Community Preservation Program was established for restoration and preservation of buildings and improvements within the City of Black Hawk. The Program provides assistance under four categories: Full Site and Building Component, Site Work Component, Emergency Component, and Radon Mitigation Component.

Mr. and Mrs. Schopen applied for a grant under the Site Work Component. This component is available for site stabilization and structural support, site drainage, and site remediation of Qualified Properties. Projects filed under this category may include: the repair or replacement of existing rock walls, the construction of new rock walls or other type of retaining structures to stabilize or support a site, and site drainage projects to allow for appropriate drainage to, thru, or from a site. Also, grants under Site Work Component can cover site remediation projects and the addition of a fence to secure a perimeter of a Qualified Property.

The application for a grant to construct a stabilization wall was submitted by Mr. and Mrs. Schopen on May 29, 2013. On June 25, 2014, Consilium Partners met with the owners to conduct a review of existing conditions related to the request. As expressed by the Owners, the bedrock area behind their house and on their property is fracturing and eroding down the hillside (see Image 2). The applicant has indicated that occasionally large rocks come down the hillside on their property and hit the house. The back of the house is located close to the mountainside and there is a minimal amount of area (approximately 4-5 ft.) for rocks to stop before hitting the house. The house was previously renovated utilizing City of Black Hawk Restoration and Community Preservation Grant funds in 2006.



Image 2: Hillside adjacent to and behind house at 321 High Street

Consilium Partners recommended that the City of Black Hawk Public Works Director investigate a potential solution for installing a rock wall midway up the property (see Image 3). The concept of a shorter wall was suggested to run parallel to the house higher up on the hillside to provide a break for large rocks.

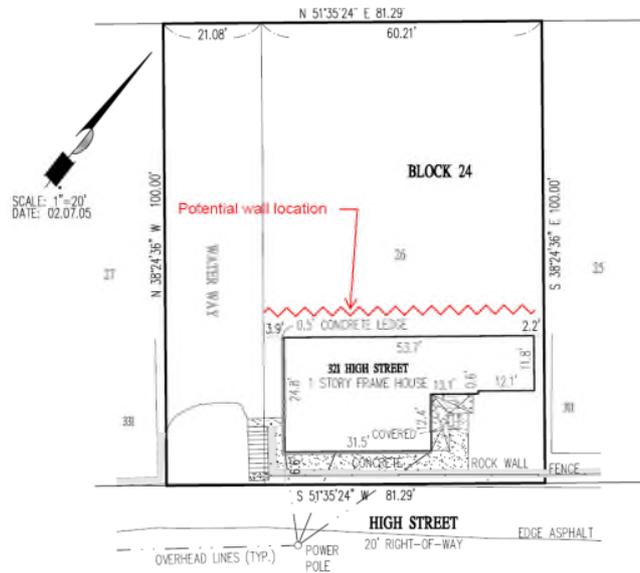


Image 3: Potential wall location suggested for 321 High Street

City of Black Hawk Public Works Department further evaluated the Grant request and determined that the existing conditions and layout of the site do not permit construction of a robust enough wall to achieve creating a successful barrier for falling rock. The wall may even worsen the situation by providing a launching pad for the debris. Upon further site evaluation, the majority of the area of concern is moderately vegetated and includes areas of fractured weathering bedrock. The Public Works Department suggested that a temporary fence barrier may be set up and the loose material may then be scaled and hauled away. On July 28, 2014 City Council was informed of the staff decision to deny the application request for grant funds.



Image 4: Swale at back side of house and drain at end

The proposed APPEAL has been reviewed by staff, below, for compliance with Chapter 16 (Zoning Code) Section 16-366 related to an Appeal related to a decision of the Black Hawk Planning Department staff as authorized thru the Municipal Code.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Section 16-366 (Zoning Code) of the Municipal Code regulates the appeal process. This staff report summary and catalogue of information relates to the need for the Board of Appeals (City Council) to review and take action on the Appeal. The Black Hawk Municipal Code requires a public hearing which necessitates a notice in the paper and a posting on the property. Both the notification and posting have been completed.

According to Section 16-366(2) of the City of Black Hawk Municipal Code, “requests for relief from the regulations and development standards of this Chapter 16 (Zoning) may be taken to the Board of Appeals (Board of Aldermen) when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding.”

Residential properties within a National Historic Landmark District or within an area listed on the National Register of Historic Places are allowed to participate in the City of Black Hawk Historic Preservation Easement Program. Participation in the program is further determined in Section 3 of the City of Black Hawk Historic Restoration and Community Preservation Guide.

Excerpts from:

***The City of Black Hawk
Municipal Code
Chapter 16 – Zoning Code***

Sect.16-366. Variances and appeals.

All appeals of decisions and requests for a variance shall be processed as described below.

(1) Appeals of decisions.

a. Who may apply. Appeals to the Board of Appeals may be made by any person aggrieved by the inability to obtain a building permit (except where inability to obtain a building permit is due to denial of rezoning application by the Board of Aldermen or by decision of any administrative officer in the City based upon or made in the course of the administration or enforcement of the provisions of this Chapter. Appeals to the Board of Appeals may be made by any officer, department, board or bureau of the City affected by the grant or refusal of the building permit or by other decision of the administrative officer or agency, based on or made in the course of administration or enforcement of this regulation.

b. Time limit. Appeals to the Board of Appeals must be made in writing and filed with the City Clerk within ten (10) days of the action or decision appealed.

c. Stay of proceedings. An appeal stays all proceedings and furtherance of the action appealed from unless the officer from whom the appeal is taken certified to the Board of Appeals, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril of life and property, in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Appeals or a court of record on application and on notice to the officer from whom the appeal is taken and on due cause shown.

(3) Hearing. Hearings of the Board of Appeals shall commence no later than the next regularly scheduled meeting following the completion of required notice procedure. The Board of Appeals may continue a hearing as may be necessary to obtain necessary information and make its decision. Public hearings shall be conducted in the manner provided in this Code.

In considering such Appeal requests the Board of Appeals needs to evaluate the information provided by the applicant, information available and provided from staff, and then make findings of fact related to the Appeal criteria below. Some of the criteria below have been worded and set to be related to the Appeal of an Administrative Decision to not approve a requested Grant application from the property owner so that the Board of Appeals can learn the background, evaluate the information, compare it to relevant criteria, and then make Findings to overturn the Denial and allow a Grant application to proceed for related and necessary work; or to agree with Denial and not authorize any further proceedings related to a Grant application:

1. *Due to exceptional and extraordinary circumstances unique to the property or structure for which the appeal is sought, the strict enforcement of the provisions of the Grant Program would cause an unnecessary hardship to the applicant.*

Many staff has visited the property at 321 High Street. The house was built into a hillside and natural conditions are unique to the property and the area. The property is situated on a hillside that has loose soil and fractured weathering rock and it is also covered with vegetation that provides support for the soil. These natural conditions existed prior to and after the construction of the house in the late 1800s. No previous reports or significant damage to the house have been reported in the past to staff's knowledge. Significant or immediate damage or danger does not seem evident. There are a variety of simpler "fixes" that could be accomplished by the homeowner without constructing an expensive wall on top of a steep slope.

2. *The Appeal requested is the minimum deviation or solution necessary;*

A variety of construction techniques may be available for the property owner to install. Construction of some version of a wall close to the home would be very expensive and impractical. Scaling of rock on this property with a simple fence barrier may be a reasonable solution for the property owner to reduce falling rocks from their property.

3. *The granting of the Appeal will be consistent with the spirit, purpose and intent of the Grant Program and will not create a situation which alters the character of the area surrounding the property for which the Appeal is granted;*

The granting of the Appeal would not be consistent with the spirit, purpose and intent of the Grant program. The intent and spirit of the grant program is to provide resources to promote the rehabilitation and historic preservation of Qualified Properties. The grant program is not designed to have the City do maintenance for property owners with slopes on their property that may have unstable rock, debris, or extreme topography. It would seem appropriate that the owner would work to clear their own land of any perceived unstable rock, debris or slopes. The grant program is not designed to specifically maintain all residents' property with normal mountainous terrain, which is typical for the City of Black Hawk.

4. *The Appeal will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire; flood, traffic congestion or other hazard; (at a reasonable cost)*

No previous or current reports of significant damage to the house have been reported in the past or present to staff's knowledge.

STAFF COMMENTS:

The applicant is requesting funds to construct a structure behind their house to help control loose rock and material from settling behind their house. The applicant's request is not clear in explaining what type of rock wall work would be requested. While it is described as a wall, no dimensions and type of construction have been indicated.

After visiting the property and considering the information provided by the Public Works, Staff is under the impression that it would be difficult to construct any wall-type structure on the property in question and may in fact worsen the situation providing a launching pad for the debris. Additionally, the cost to construct such a wall would be unreasonable.

This home has previously undergone a full restoration. If any concern about loose soil was identified during the restoration, the property owner would have been informed about it. Since it is believed that the current owner was fully aware of conditions on the property prior to purchase, it seems fair to expect that it would be the owner's responsibility to maintain his or her own property and keep the loose rocks and debris to a minimum with regular maintenance.

Staff is aware that other properties in the City have applied for grants in the past and that sometimes the walls put in place were used to stabilize the ground. However, the circumstances under which those grants were allowed may seem different as the policies of the grant program and the amount of available funds has changed over the years.

In addition, installation of a wall in the area behind the home may result in further damage to the soil and potentially cause additional rocks to become loose on their property. Staff believes that the applicant should explore alternative methods on their own such as scaling and removal or methods for soil stabilization and to construct any soil structures, or scaling, that they feel will be best for their issues using their own source of funding.

RECOMMENDATION:

Staff recommends the Appeal documentation be reviewed by the City Council and make findings to substantiate the decision to uphold the Denial; or overturn the decision and provide direction on next steps for staff.

APPENDIX:

1. Grant request application
2. Grant request application denial letter
3. Improvement location certificate
4. Improvement location certificate – markup
5. Consilium Partners – Site work Grant Request
6. Property Evaluation images
7. Email Documentation ending on 7/17/2014
8. Cultural Resource Re-evaluation Form

APPENDIX 1

321 HIGH STREET



City of Black Hawk
Community Planning and Development
271 Gregory Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223

Grant No: _____
Project No: _____
For Office Use Only

COMMUNITY RESTORATION AND PRESERVATION FUND
APPLICATION

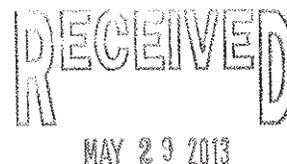
GENERAL INFORMATION:

Grant Year: 2013 Today's Date: 5/29/2013
Property Street Address: 321 HIGH ST. BLACKHAWK CO 80422
Property Owner(s): MARILYN & GERHARD SCHOPEN
Owner(s) Mailing Address: 5395 S. ROBB WAY, Littleton, CO 80127
Owner(s) Telephone No.: (H) 303 979-1193 (W) (Cell) 303-807-3566
Email Address: MARILYN.SCHOPEN@GMAIL.COM
Contact Person (if different from owner)
Contact Telephone No.: (H) 303 471-0938 (W) (Cell)
Email Address:

Applications can be made by individuals other than the property owners with the owner's written permission (written permission must be signed and notarized on a form "Affidavit of Permission" or 'Power-of-Attorney' provided by the applicant).

Please check the appropriate box of the type of grant you are applying for. Refer to the "Guide to Programs" for information relating to each program. PLEASE NOTE: YOU WILL NEED A SEPARATE NARRATIVE FOR EACH GRANT COMPONENT.

- Rehabilitation [] Exterior Paint []
Site Work [X] Emergency []
Radon Mitigation []



Applicant has successfully completed:

- [] Grant Program Agreement
[] Preservation Easement Agreement.

CITY OF BLACK HAWK
PLANNING DEPT.

Office Use Only. Do not write below this line.

Date Received: _____ Grant No.: _____
HPC Review Date: _____ Board of Aldermen Approval Date: _____
Amount Approved: _____
Comments or Conditions: _____
Authorization Signature: _____ Date: _____
Associated Grant Numbers: _____

PROJECT INFORMATION:

1. Please provide a general description of the project (If additional room is needed, attach additional paper):

SITE improvement NOT covered by original Grant

Even though a property may be located in the National Historic Landmark District, completion of an application does not guarantee the property is eligible to participate in the Community Restoration and Preservation program. Once the property owner makes an official application submittal, Black Hawk staff, the Owner's Representative and Architect will meet with the property owner for an orientation meeting and on-site property visit and inspection. Subsequently, a current conditions report and scope of work will be prepared and presented to City Council with recommendations from City staff and the Owner's Representative regarding program eligibility. Property owner will be notified by the Community Planning and Development with a decision and the next steps in the program process, if applicable.

In accordance with the City of Black Hawk's Resolution 10-2010 Titled: A resolution amending the City of Black Hawk Community Restoration and Preservation Fund Guide to provide a process for determining payment of Federal potential income tax liability. A copy of Resolution 10-2010 is attached as reference.

For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying rehabilitation projects pursuant to C.R.S. § 39-22-514, or whether to apply to the City Manager consistent with C.R.S. §12-47.1-1301, as amended, for the reimbursement of any Colorado income tax liability paid as a result of the receipt of the grant.

I certify that I **WILL NOT** submit an application to the Colorado Historical Preservation Income Tax Credit program, but will apply for reimbursement through the City of Black Hawk.

I certify that I **WILL** apply for the Colorado Historical Preservation Income Tax Credit through the State of Colorado and understand that **NO** reimbursement will be available from the City of Black Hawk. The most current information on the Colorado Preservation tax credit program can be found at <http://www.historycolorado.org/oahp/preservation-tax-credits>.

Mary Kay Schoper
Property Owner Signature

Frank [unclear]

5-29-2013
Date

5/29/2013

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 10-2010

TITLE: A RESOLUTION AMENDING THE CITY OF BLACK HAWK COMMUNITY RESTORATION AND PRESERVATION FUND GUIDE TO PROVIDE A PROCESS FOR DETERMINING PAYMENT OF FEDERAL POTENTIAL INCOME TAX LIABILITY

WHEREAS, with the adoption of HB 04-1381, a provision of C.R.S. § 12-47.1-1301(3) that prohibited the payment of income tax liability associated with the receipt of a residential grant within the City of Black Hawk was deleted from C.R.S. § 12-47.1-1301(3) for all residential grants awarded on or after May 12, 2004;

WHEREAS, the City Council of the City of Black Hawk desires to provide for payment of federal income tax liability associated with the receipt of a residential grant awarded on or after May 12, 2004, and at the same time protect the confidential financial information of those individuals that may be entitled to such payment pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*; and

WHEREAS, the City Council of the City of Black Hawk desires to develop a process for paying the federal income tax liability associated with the receipt of a residential grant that is in accord with the law and provides notice to the public of the expenditure of public funds and at the same time protects the privacy interests related to confidential financial information of those individuals receiving such grant funds.

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

Section 1. The recipient of a residential grant approved by the City Council pursuant to the City of Black Hawk Community Restoration and Preservation Fund Guide to Programs (the "Grant Program") seeking payment of federal income tax liability shall submit to the City of Black Hawk Finance Department a copy of the documents described hereinbelow in order to qualify for consideration to receive the payment of federal income tax liability associated with the preservation and restoration of the recipient's residential property.

A. A copy of a letter from a Certified Public Accountant or Enrolled Agent specifying the specific federal tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the Grant Program, and

B. A fully executed document in the form attached hereto as **Exhibit A** and incorporated herein by this reference, signed by the grant recipient(s).

Section 2. The City Manager, in coordination and consultation with the Finance Director, shall provide to the City Council a report indicating the total federal income tax liability due grant recipients on a quarterly basis based on receipt of the information set forth in Section 1 of this Resolution, and the City Council shall consider by separate Resolution whether to approve the federal income tax liability for its residential grant program on a quarterly basis. If the City Council approves the payment of federal income tax liability by Resolution, said Resolution will identify the recipients of payment for federal income tax liability, but shall not disclose the amount paid to each recipient.

Section 3. The City Council may also determine to budget a certain amount within the City's annual budget for the payment of such federal income tax liability, and if the amount has been duly budgeted, and the approval of the grant included approval of an amount to be determined for federal income tax liability, the City Manager may approve the expenditure of the federal income tax liability, subject to ratification by the City Council by Resolution in accordance with section 2 of this Resolution, and provided said applicant has provided the necessary documentation as provided in Section 1 of this Resolution.

Section 4. For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying rehabilitation projects pursuant to C.R.S. § 39-22-514, or whether to apply to the City Manager consistent with C.R.S. § 12-47.1-1301, as amended, for the reimbursement of any Colorado income tax liability paid as a result of the receipt of the grant.

RESOLVED AND PASSED this 28 day of April, 2010.


David D. Spillman, Mayor

ATTEST:

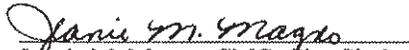

Jeanie M. Magno, CMC, City Clerk

Exhibit A

Federal Income Tax Liability

City of Black Hawk
Attn: Finance Director
P.O. Box 68
Black Hawk, Colorado 80422

Dear Sir or Madam:

I (We) have completed our Federal Tax Returns for tax year 20____, and are requesting that the City of Black Hawk issue a check to cover our total federal income tax liability for receipt of the residential grant for my (our) property located at _____ in the amount of \$_____.

I (We) certify that for the Federal Income Tax Return filed for tax year 20____, my (our) total tax liability is \$_____ and my tax liability would have been \$_____ without reporting the grant.

I (We) certify that an application for the Colorado Historical Preservation Income Tax Credit has been submitted and I (we) understand that no reimbursement will be available from the City of Black Hawk for my State income tax liability.

Or

I (We) certify that I (we) will not submit an application for the Colorado Historical Preservation Income Tax Credit and are asking for reimbursement from the City in the amount of \$_____ for my State income tax liability.

I (We) certify that the above information is true and correct. To the extent the information is not correct, I (we) understand that I (we) may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts, and that I (we) may also be subject to criminal prosecution.

(Name)

Date

APPENDIX 2

321 HIGH STREET

Appendix 2



City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223 or Fax: 303-582-2239



July 28, 2014

Mary Kay and Gerhard Schopen
5395 South Robb Way
Littleton, Colorado 80127

RE: 321 High Street – Application for Site Work

Dear Mr. and Mrs. Schopen:

We are writing on behalf of the City of Black Hawk to inform you that Community Planning & Development has reviewed and denied your application for grant funds to address the slope stability behind your property at 321 High Street. The City Manager has informed City Council of the decision. You have the right to appeal this decision to the City of Black Hawk Board of Aldermen if you choose to do so, per the terms of the current Historic Restoration and Community Preservation Fund Guide to Programs.

You are able to contract and complete the work yourself. You will be required to obtain a Certificate of Appropriateness for the work once a scope is established, which will need to be reviewed by the Historic Preservation Commission and City Council. Dates for these meetings, and deadlines for turning in documents for information packets, are available from the Community Planning and Development office.

Please let us know if you have any additional questions or concerns.

Sincerely,

Jessica M. Killian, PE, LEED GA
Senior Project Manager

CC: Cindy Linker and Tami Archer – City of Black Hawk

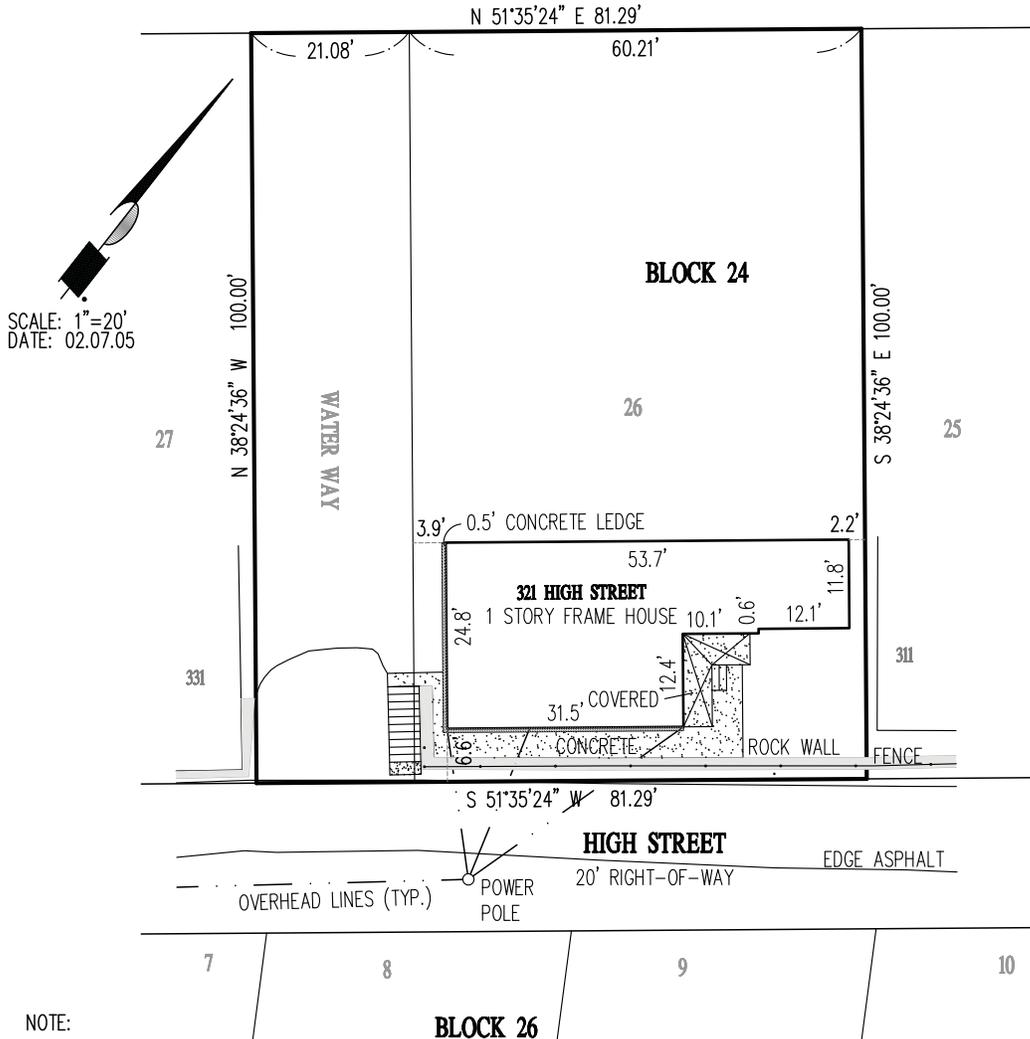
Encl: Application

APPENDIX 3

321 HIGH STREET

IMPROVEMENT LOCATION CERTIFICATE

LOT 26 AND WATER WAY, BLOCK 24
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO



SCALE: 1"=20'
DATE: 02.07.05

NOTE:

THIS IMPROVEMENT LOCATION CERTIFICATE IS BASED UPON THE APPROVED CITY OF BLACK HAWK SURVEY MAP OF BLOCK 24. THE SURVEY MAP CREATES THE BLOCK MAP THAT WILL BE RECOGNIZED BY THE CITY OF BLACK HAWK.

IMPROVEMENT LOCATION CERTIFICATE:

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR PEH ARCHITECT THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, FEBRUARY 4, 2005 EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

C.C.S. CONSULTANTS, INC.

SIGNED: NOEL L. POTTER PLS 26296

C.C.S. CONSULTANTS, INC.

11445 West I-70 Frontage Road North
Suite 102, Wheat Ridge, Colorado 80033
303-403-4706 Fax 303-403-0800

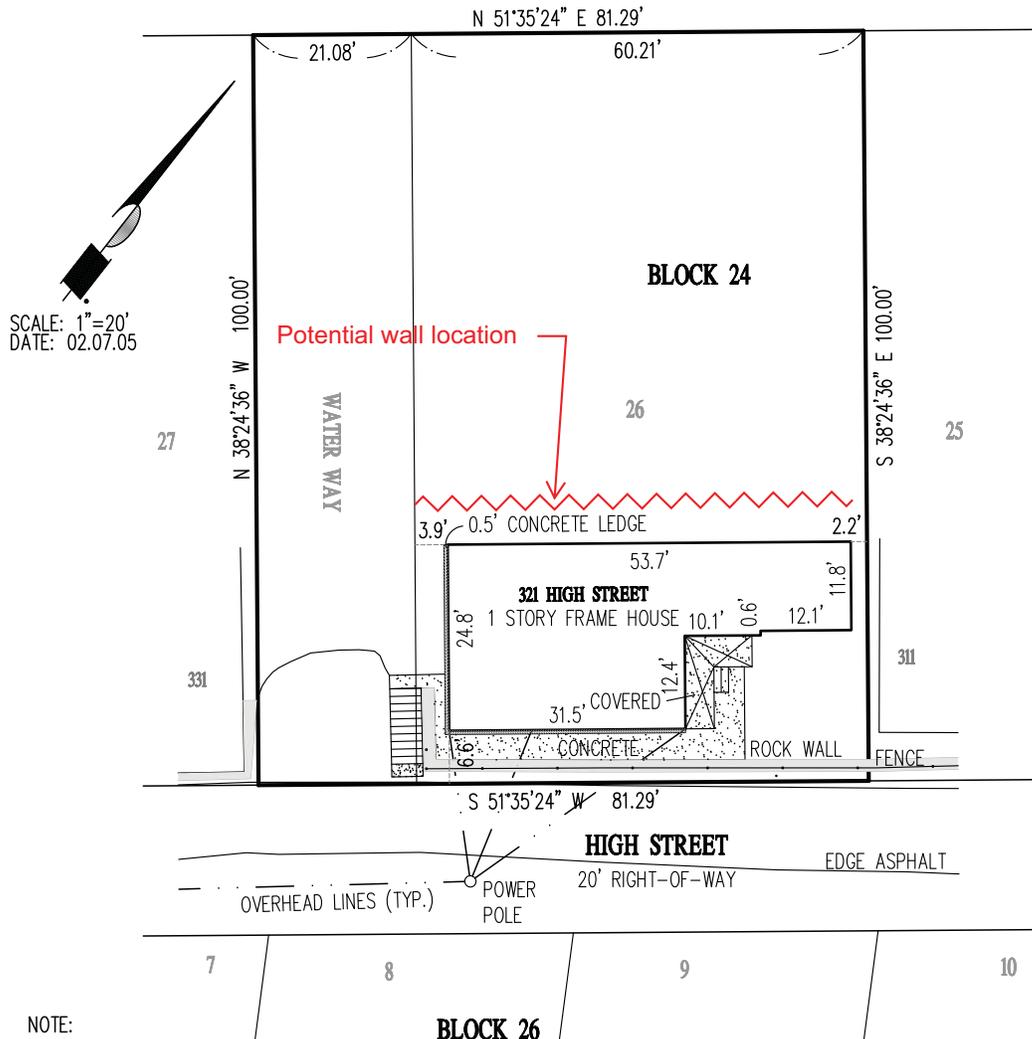
PROJECT NO.: CCS-0081807\I.L.C. 321 HIGH STREET

APPENDIX 4

321 HIGH STREET

IMPROVEMENT LOCATION CERTIFICATE

LOT 26 AND WATER WAY, BLOCK 24
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO



SCALE: 1"=20'
DATE: 02.07.05

NOTE:

THIS IMPROVEMENT LOCATION CERTIFICATE IS BASED UPON THE APPROVED CITY OF BLACK HAWK SURVEY MAP OF BLOCK 24. THE SURVEY MAP CREATES THE BLOCK MAP THAT WILL BE RECOGNIZED BY THE CITY OF BLACK HAWK.

IMPROVEMENT LOCATION CERTIFICATE:

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR PEH ARCHITECT THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, FEBRUARY 4, 2005 EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

C.C.S. CONSULTANTS, INC.

SIGNED: NOEL L. POTTER PLS 26296

C.C.S. CONSULTANTS, INC.
11445 West I-70 Frontage Road North
Suite 102, Wheat Ridge, Colorado 80033
303-403-4706 Fax 303-403-0800

PROJECT NO.: CCS-0081807\I.L.C. 321 HIGH STREET

APPENDIX 5

321 HIGH STREET



321 High Street – Sitework Grant Request

The property owners at 321 High Street have requested a Sitework Component Community Restoration and Historic Preservation Fund Grant for rock wall work behind their home (see attached application request). On June 25, 2014, Consilium Partners met with Mary Kay and Gerhard Schopen (“Owners”) to review the existing conditions related to this request. Per the Owners, the bedrock area behind their house is fracturing and eroding down the mountainside. At times, significantly large rocks hit their house structure and they are concerned about future damage. Due to the location of the house adjacent to the mountainside, there is minimal area for rocks to lodge prior to getting all the way down the house. No water intrusion into the house was reported. Please note, the house was previously renovated utilizing City of Black Hawk Historic Restoration and Community Preservation Grant funds in 2006.

Based on Consilium Partners’ review and the attached pictures, a rock wall along the top of the bedrock face at the rear of the house may result in additional protection for the house. A potential wall location is marked on the attached survey. The Owners are aware that maintenance of the drainage swale is their responsibility.

Thank you,
Jessica Killian
Consilium Partners
July 16, 2014

Photographs of Existing Conditions



Hillside behind house



Existing drainage swale



Potential wall location



Previous rock fall



Damage to structure

APPENDIX 6

321 HIGH STREET









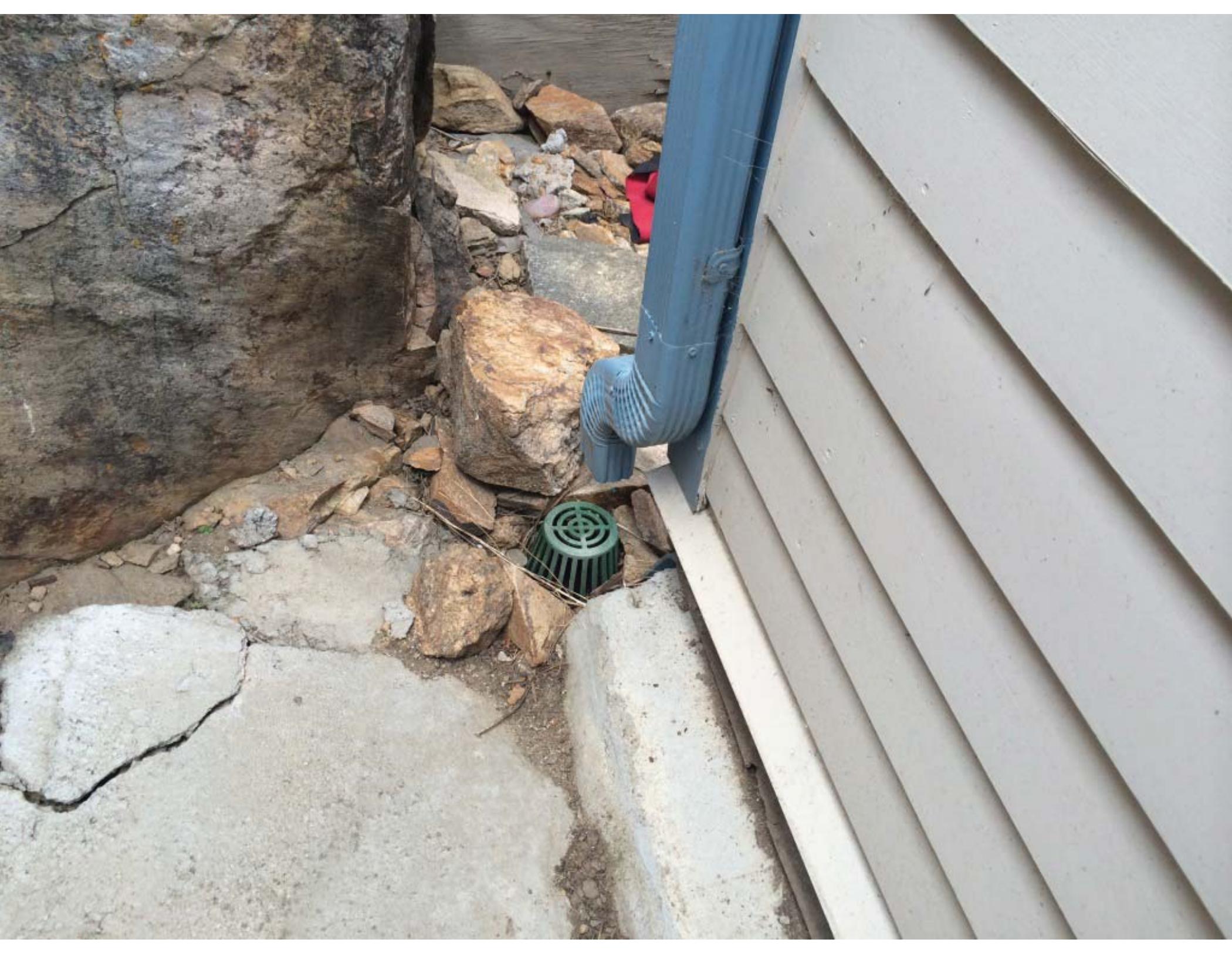
























PARKING
FOR 321
HIGH ST
ONLY

APPENDIX 7

321 HIGH STREET

Appendix 7

Zeljko Spiric

From: Tom Isbester <TIsbester@cityofblackhawk.org>
Sent: Thursday, July 17, 2014 10:45 AM
To: Cynthia Linker; Matthew J. Reed
Cc: jessica.killian@nv5.com
Subject: RE: 321 High Street Sitework Request - Consilium Review

Cindy:

From my observation the majority of the exposed hillside slope is moderately vegetated. There are areas of fractured weathering bedrock similar to every other location within the City. After looking at the site, I do not think we could build a robust enough wall that was tall enough to achieve a successful barrier to the 'falling rock' without completely encasing the entire hillside which is neither practical nor realistic. A partial wall would just provide a higher launching ramp for any stones that do roll down. This unit was reconstructed back in 2006 and 8 years of 'rock fall' does not appear to have been terribly damaging. This house has been in this same location since the late 1800's I imagine. My recommendation, similar to that of 151 Marchant, for what it is worth, is to set up a temporary fence barrier along the house and scale any concerning loose material off and haul it away. This type of recurring maintenance may be something that needs to occur every 5 or 10 years. A wall would not alleviate the need to do this anyway, and the wall will not stop any of the rolling stones- in my opinion.

Thomas Isbester
City of Black Hawk Public Works Director
987 Miners Mesa Road
P.O. Box 68
Black Hawk, CO 80422
303-582-1324

From: Cynthia Linker
Sent: Wednesday, July 16, 2014 10:49 AM
To: Tom Isbester; Matthew J. Reed
Cc: Cynthia Linker; jessica.killian@nv5.com
Subject: FW: 321 High Street Sitework Request - Consilium Review

Tom/Matt:

Attached is the Consilium Review for 321 High Street. Please review and provide comments from a Public Work's perspective. Thank you.

Cynthia L. Linker
Community Planning and Development Administrator
PO Box 68, 211 Church Street
Black Hawk, CO 80422
303-582-0615 Direct
303-582-2239 Fax
303-582-0667 Cell

From: Tami Archer
Sent: Wednesday, July 16, 2014 10:21 AM
To: Tom Isbester; Matthew J. Reed
Cc: 'Killian, Jessica'; Cynthia Linker
Subject: FW: 321 High Street Sitework Request - Consilium Review

The rehab was in 2006. I have included the updated overview.

Thank you.

From: Cynthia Linker
Sent: Wednesday, July 16, 2014 8:02 AM
To: Tami Archer; jessica.killian@nv5.com
Cc: Cynthia Linker
Subject: FW: 321 High Street Sitework Request - Consilium Review

Jessica:

Thank you. Tami will fill in the missing grant date and forward to Public Works for their review and comment.

Cynthia L. Linker
Community Planning and Development Administrator
PO Box 68, 211 Church Street
Black Hawk, CO 80422
303-582-0615 Direct
303-582-2239 Fax
303-582-0667 Cell

From: Killian, Jessica [<mailto:jessica.killian@nv5.com>]
Sent: Tuesday, July 15, 2014 11:04 PM
To: Cynthia Linker
Cc: Tami Archer
Subject: 321 High Street Sitework Request - Consilium Review

Cindy –

Attached is Consilium's report for the Sitework request at 321 High Street. I couldn't remember what year the house had received a grant, so that is why that is highlighted. I can send this to Public Works once I get that information, or you can forward it on; whatever works for you.

Thanks,
Jessica

Jessica M. Killian, PE, LEED GA | Senior Project Manager-Program Management | www.NV5.com
2650 18th St., Suite 202 | Denver, CO 80211 | M: 303.328.5904

Consilium Partners, An NV5 Company

[Electronic Communications Disclaimer](#)

APPENDIX 8

321 HIGH STREET

Current Address: **321 High Street**

(page 2 of 2)

Resource Number: **5GL.7.394**

NHL Resource Number: **B24-8**

9. Changes to Location or Size Information: **None**

10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:
Contributing Non contributing Need data

11. National Register - Individual Eligibility Assessment:
Eligible Not eligible Need data

12. Is there National Register district potential? Yes No
Discuss: **Would be a contributing building to a potential NR district.**

13. Local Designation - Individual Eligibility Assessment:
Eligible Not eligible Need data

14. Is there Local district potential? Yes No
Discuss: **Would be a contributing building to a potential local district.**

15. Photograph Types and Numbers: **Digital, <.jpg> format. -1.JPG**

16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**

17. Recorder(s): **Deon Wolfenbarger**

18. Date(s): **January 7, 2010**

19. Recorder Affiliation: **Three Gables Preservation**

20. Attachments
(check as many as apply)
 Photographs
 Site sketch map
 U.S.G.S. map photocopy
 Other _____
 Other _____

21. Official determination
(OAHF USE ONLY)
 Determined Eligible
 Determined Not Eligible
 Need Data
 Nominated
 Listed
 Contributing to N.R. District
 Not Contributing to N.R. Dist

Current Address: **321 High Street**
Resource Number: **5GL.7.394**
NHL Resource Number: **B24-8**

Continuation Sheets

Current Photograph
Date: **04/09/2009**



Date: **05/13/2009**



2004 Photograph



1998 Resurvey Photograph



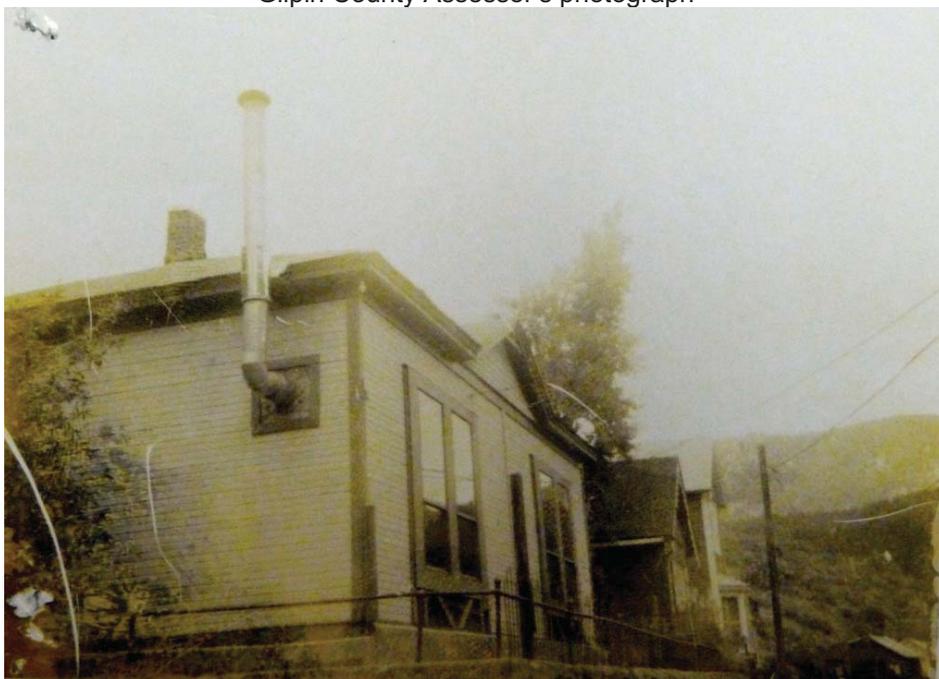
Current Address: **321 High Street**
Resource Number: **5GL.7.394**
NHL Resource Number: **B24-8**

Continuation Sheets

1986 Survey Photograph



Gilpin County Assessor's photograph



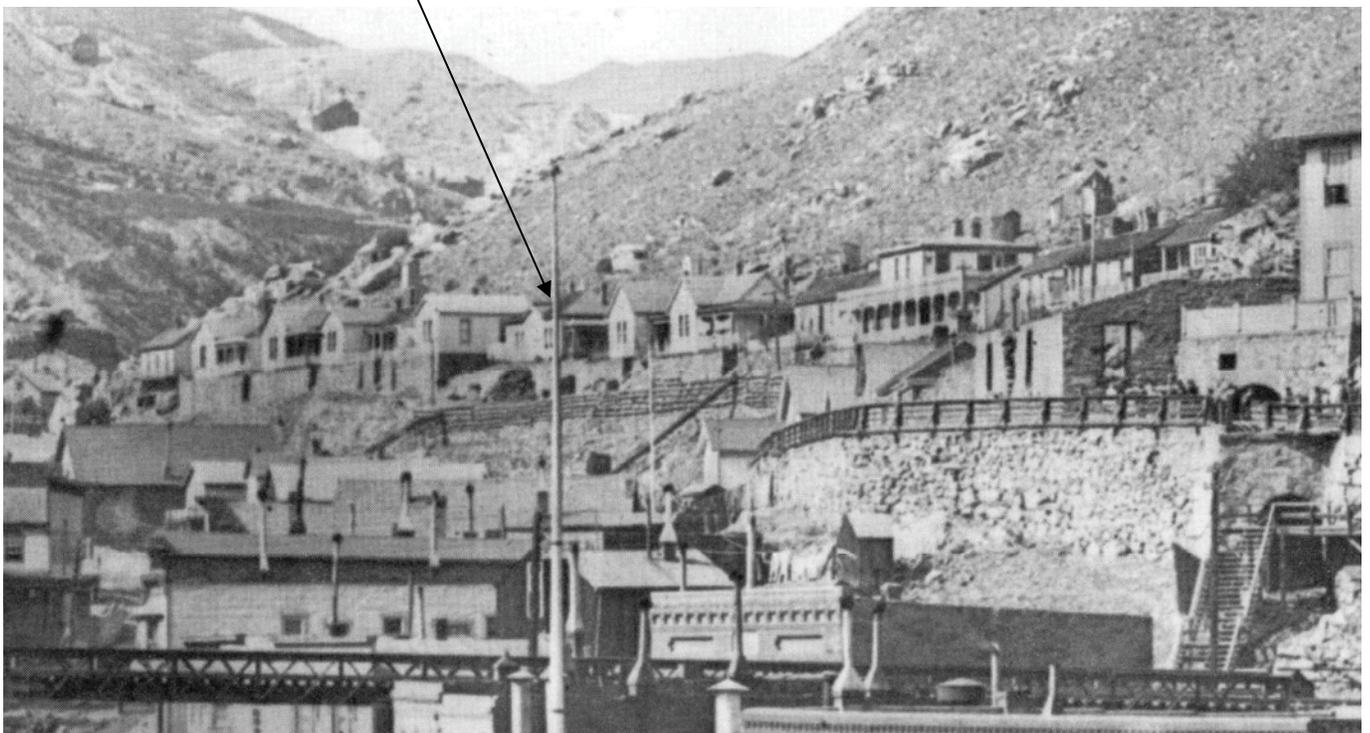
Current Address: **321 High Street**
Resource Number: **5GL.7.394**
NHL Resource Number: **B24-8**

Continuation Sheets

Historic photographs



Ca. 1880



Ca. 1898

Current Address: **321 High Street**
Resource Number: **5GL.7.394**
NHL Resource Number: **B24-8**

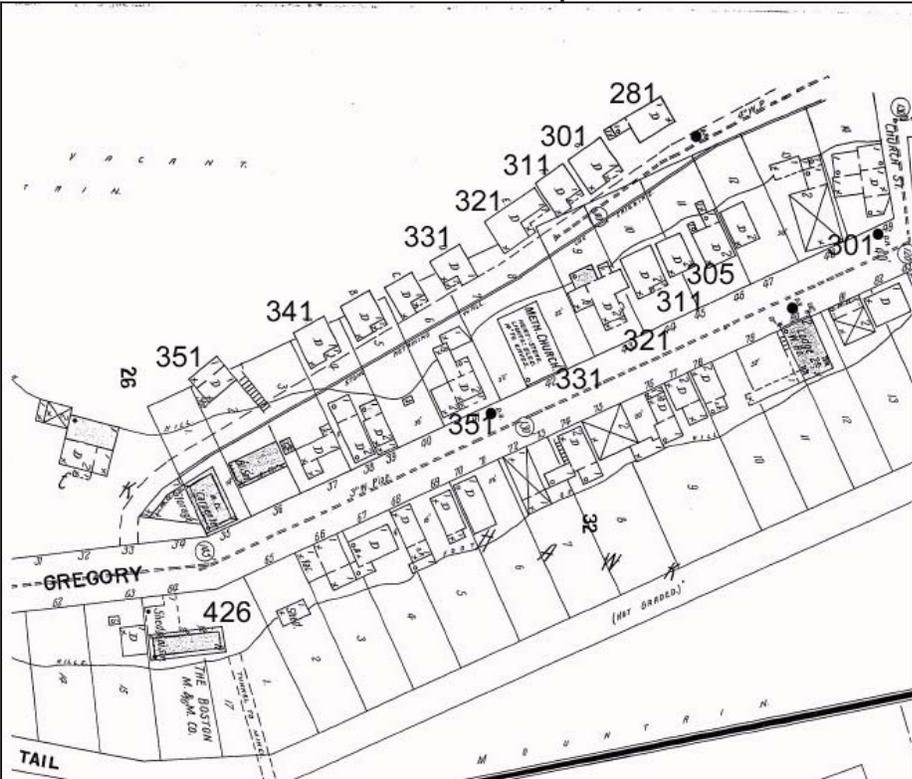
Continuation Sheets

Historic photograph



Ca. 1910

1900 Sanborn Map



Applicant's Submittal

Applicant's additional information on following pages provided to the City of Black Hawk for consideration by City Council with this Appeal case

From: Jerry Schopen [mailto:gschopen@msn.com]
Sent: Tuesday, September 02, 2014 2:14 PM
To: Cynthia Linker
Subject: RE: 321 High Street - Appeals explanation

Cindy:

Here are our thoughts related to reason for the Appeal:

The request for site improvement at 321 High Street, Black Hawk is because of (1) re-occurring damage to the back wall of the house and (2) safety to the building. Both of these reasons are due to the extremely close proximity of an erosive mountain in back of the building. (Attachment A)



(ATTACHMENT A)

1. Approximately 4 years after the total re-construction and painting of the building, the exterior had to be primed and re-painted due to general erosion of the paint. Prior to painting the back wall, it had to be repaired due to having been damaged by falling rocks from the mountain.
2. More important for the requested City Site Improvement is the preservation and safety of not only the building but also perhaps its inhabitants as well. Let me explain.

Up against the inside back wall of the building is two bedrooms, two bathrooms, a kitchen, and a small room containing the hot water heating system. The heating system provides all hot water and electrically controlled zoned heat for the building. The boiler (approx. 250 lbs.) is hung on a steel hanger that is fastened to two wall studs about 4 feet off the floor. Should a large boulder fall from the mountain striking the back wall, the impact and shock wave to the wall could cause significant damages including dislodging the boiler with or without its wall hanger . The resultant free fall of the boiler would undoubtedly rupture hot water pipes, short circuit relays possibly resulting in fire.

In checking with insurance companies, there is no homeowner protection available for falling rocks off a mountain.

I believe the above is a reasonable explanation for seeking help with something that is related to safety and will so be recognized by the City of Black Hawk.

Thank you,

Jerry Schopen

RESOLUTION 74-2014
A RESOLUTION
OPPOSING AMENDMENT
68 AND STRONGLY
URGING ITS DEFEAT

(Resolution Forthcoming)

RESOLUTION 75-2014
A RESOLUTION
APPROVING A MINOR
AMENDMENT TO
EXISTING
IMPROVEMENTS BY
ALLOWING THE
CONSTRUCTION OF A
NEW SHED FOR THE
PROPERTY AT 111
HILLSIDE STREET

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

Resolution No. 75-2014

TITLE: A RESOLUTION APPROVING A MINOR AMENDMENT TO EXISTING IMPROVEMENTS BY ALLOWING THE CONSTRUCTION OF A NEW SHED FOR THE PROPERTY AT 111 HILLSIDE STREET

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

Section 1. The City Council hereby determines to approve a Minor Amendment to Existing Improvements by allowing the construction of a new shed for the property at 111 Hillside Street.

RESOLVED AND PASSED this 24th day of September, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk



BLACK HAWK[®]

**CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION**

CITY COUNCIL MEETING:

September 24, 2014

SUBJECT:

Minor Amendment to Existing Improvements for New Shed at 111 Hillside Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The applicant, Linda Armbright, is requesting approval of a Minor Amendment to Existing Improvements for minor changes to the existing property with construction of a new shed at 111 Hillside Street. Although the shed does not require a building permit or site development plan due to its size, an amendment is required. The residence is comprised of two former historic buildings, originally addressed 111 and 121 Hillside. 111 Hillside was built ca. 1900, with a 1973 non-historic shed roof wing. The building formerly addressed as 121 Hillside was built in 1890, and was rebuilt in 1986. In 2010-2011, a re-survey and evaluation of the historic district found that, due to these recent alterations, the property no longer retained its historic integrity, and would be “non-contributing” to the National Historic Landmark district

RECOMMENDATION:

The Historic Preservation Commission evaluated the application, the comments in the report, and testimony by staff, consultants, and the applicant on Tuesday, September 16, 2014. The Commission discussed if there was sufficient evidence that the Minor Amendment to Existing Improvements application met the intent of Section 16-368 of the Black Hawk Municipal Code and Section 9 of the City of Black Hawk Residential Design Guidelines.

At the conclusion of its discussion, the Historic Preservation Commission found the wood siding of the proposed shed is compatible with those found on the primary structure and those found throughout the district. The Commission recommends to the Board of Aldermen **APPROVAL** of the Minor Amendment to Existing Improvements application for a new shed at 111 Hillside Street as submitted and included in the staff report.

RESOLUTION DATE:

September 24, 2014

ORIGINATED BY:

Linda Armbright, Property Owner

STAFF PERSON RESPONSIBLE:

Cynthia Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Staff Report, Application

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:

Cynthia L. Linker 09/17/14
Cynthia L. Linker, CP&D Administrator

REVIEWED BY:

Jack D. Lewis 09/18/2014
Jack D. Lewis, City Manager



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

Date prepared: September 11, 2014
HPC Meeting Date: September 16, 2014
City Council Meeting Date: September 24, 2014

STAFF REPORT:

For: City Council
Project: Minor Amendment to Existing Improvements for New Shed
Property Address: 111 Hillside Street, Black Hawk, CO
Property Owner: Linda Armbright
Zoning: Historic Residential (HR)
Prepared by: Cynthia Linker, City of Black Hawk

BACKGROUND:

The applicant, Linda Armbright, is requesting approval of a Minor Amendment to Existing Improvements for minor changes to the existing property with construction of a new shed at 111 Hillside Street. Although the shed does not require a building permit or site development plan due to its size, an amendment is required.

The residence is comprised of two former historic buildings, originally addressed 111 and 121 Hillside. 111 Hillside was built ca. 1900, with a 1973 non-historic shed roof wing. The building formerly addressed as 121 Hillside was built in 1890, and was rebuilt in 1986. In 1991, when Black Hawk was added to an expanded National Historic Landmark district, both 111 and 121 Hillside Street were counted as “contributing” buildings to the historic district.

By 1998, the two buildings were joined and addressed as 111 Hillside. By 2004, a one-story flat roof sunroom was added on the east end of the façade, and a deck constructed above. In 2010-2011, a re-survey and evaluation of the historic district found that, due to these recent alterations, the property no longer retained its historic integrity, and would be “non-contributing” to the National Historic Landmark district (see Figure 1).



Figure 1. 111 Hillside today, with joined buildings and additions

The applicant is requesting approval of the following work, which requires a Minor Amendment to Existing Improvements.

- Construct a new prefabricated, 10' x 10' outbuilding/shed east of the main residence.

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:

City of Black Hawk Zoning Code

Chapter 16

Section 16-368, City Council historic review process

16-368: Anyone seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation construction or demolition shall be subject to the City's design standards.

h. Minor changes to improvement. Applications for building permits which request minor changes to existing improvements and minor amendments to previously approved COAs may, upon consent of a majority of the City Council, be placed on the agenda as an action item without the need for a public hearing. The City Council may adopt such rules and limits as may be necessary and may adopt criteria for determining what changes or amendments are minor within the proper spirit and purposes of this Chapter.

f. Criteria for determining appropriateness of proposed erection, construction, reconstruction or alteration. In determining the appropriateness of a proposed site plan or building permit for the erection, construction or alteration of a building, the HPC and the City Council shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant;

The applicant submitted a cut sheet, and an assembly manual illustrating the "Princeton" model, Marco series, from Handy Home Products. A perspective drawing on page 6 of Attachment B illustrates the siding, roof, and door. The proposed foundation is wood frame, the roof will be metal and match the main house, and the siding is engineered wood and will be painted to match the main house. The applicant also submitted a site plan showing the location of the proposed shed, as well as additional information on the siding product.

2. Information presented at a public hearing held concerning the proposed work;

Findings and recommendation from Historic Preservation Commission will be presented to the Board of Aldermen as an action item scheduled for September 24, 2014.

3. The purpose of this Chapter;

Adequate descriptions of the wall siding and location have been provided.

4. Compliance with the Black Hawk Municipal Code and the payment of all fees required by the Black Hawk Municipal Code;

The project complies with all regulations of the Municipal Code.

5. *The historical and architectural style, the general design, arrangement, texture, materials, and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City;*

The existing residential building no longer retains sufficient historic integrity to be considered “contributing” to the historic district.

6. *The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and*

The property was re-evaluated in 2010-2011 and was determined “non-contributing” to the National Historic Landmark historic district. The proposed work will not affect the building's status.

7. *The design standards for the City.*

Section 9. New Garages and Accessory Structures of the City of Black Hawk Residential Design Guidelines adopted in 2011 apply to this application. Listed below are the applicable section, and the consultant’s evaluation for compliance of the proposed alterations for 111 Hillside Street.

Excerpt from:

City of Black Hawk Residential Design Guidelines

4. New Garages and Accessory Structures

9.2 Accessory Structures

9.2.1. Minimize the visual impact of new accessory structures.

- a. ***New accessory structures should generally be located at the rear of the lot.***
- b. ***New accessory structures should be subordinate to the house and garage in size and scale.***
- c. ***Materials should be compatible with those found on the primary structure and those found throughout the district.***

Evaluation of proposal’s compliance with Section 9:

The applicant proposes to locate the shed on the east side of the house, in the general location shown in Figure 2. While this is not at the rear of the house, due to the topography, it will only be visible from Church Street and upper Horn Street. The outbuilding is subordinate in size and scale to the main house. The metal roof is compatible with that on the main house. The wood siding is not compatible with that on the main house, and will be painted to match the house.

SUMMARY:

The Historic Preservation Commission evaluated the application, the comments in the report, and any testimony by staff, consultants, and the applicant on Tuesday, September 16, 2014. The Commission discussed if there was sufficient evidence that the Minor Amendment to Existing Improvements application met the intent of Section 16-368 of the Black Hawk Municipal Code and Section 9 of the City of Black Hawk Residential Design Guidelines.

At the conclusion of its discussion, the Historic Preservation Commission recommended to the Board of Aldermen **APPROVAL** of the Minor Amendment to Existing Improvements application for 111 Hillside Street as submitted and included in this staff report.

If the Board of Aldermen determines that a recommendation for conditional approval is appropriate, the discussion should focus on which elements should be included as conditions.

If the Board of Aldermen determines that a recommendation for *denial* is appropriate, the discussion should focus on which elements do not meet the intent of the program and guidelines or if the proposed work would not appropriately promote preservation of the historic character of the City.

ATTACHMENTS:

- A: Cultural Resource Evaluation Form
- B: Aerial site plan
- C: Siding brochure, Cut sheet and Assembly Manual
- D: CoA application

ATTACHMENT A

111 HILLSIDE STREET

CULTURAL RESOURCE EVALUATION FORM

Current Address: **111 Hillside**

(page 2 of 2)

Resource Number: **5GL.7.426**

NHL Resource Number: **B4-2**

9. Changes to Location or Size Information: **Addition to west side (or incorporation of former 121 Hillside).**

10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:

Contributing Non contributing Need data

11. National Register - Individual Eligibility Assessment:

Eligible Not eligible Need data

12. Is there National Register district potential? Yes No

Discuss: **District boundaries for a potential adjacent district would be drawn so as to exclude this building.**

13. Local Designation - Individual Eligibility Assessment:

Eligible Not eligible Need data

14. Is there Local district potential? Yes No

Discuss: **This would be a non-contributing building to a potential historic district.**

15. Photograph Types and Numbers: **Digital, <.jpg> format. 111 Hillside-1.JPG, 111 Hillside-2.JPG**

16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**

17. Recorder(s): **Deon Wolfenbarger**

18. Date(s):

19. Recorder Affiliation: **Three Gables Preservation**

20. Attachments

(check as many as apply)

Photographs

Site sketch map

U.S.G.S. map photocopy

Other _____

Other _____

21. Official determination

(OAHF USE ONLY)

Determined Eligible

Determined Not Eligible

Need Data

Nominated

Listed

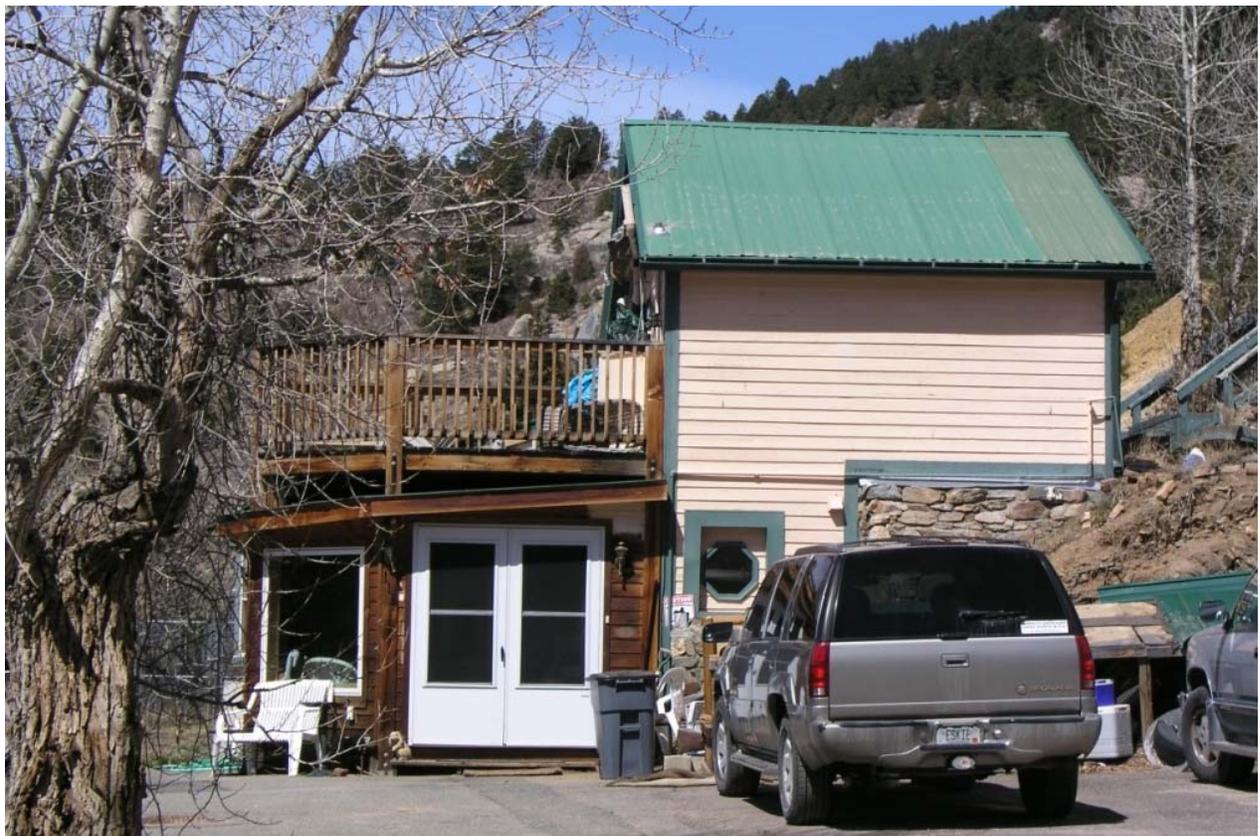
Contributing to N.R. District

Not Contributing to N.R. Dist

Current Address: **111 Hillside**
Resource Number: **5GL.7.426**
NHL Resource Number: **B4-2**

Continuation Sheets

Current Photograph
Date: **04/09/2009 & 01/19/2010**



2004 Photograph



1998 Resurvey Photograph



Current Address: **111 Hillside**
Resource Number: **5GL.7.426**
NHL Resource Number: **B4-2**

Continuation Sheets

1986 Survey Photograph



ATTACHMENT B

111 HILLSIDE STREET

AERIAL SITE PLAN

Location of Shed at 111 Hillside



ATTACHMENT C

111 HILLSIDE STREET

SIDING BROCHURE/CUT SHEET & ASSEMBLY MANUAL

Handy Home Products Model # 18250-1

Princeton 10 ft. x 10 ft. Wood Storage Shed \$749.00 / each



\$749.00 / each

Item cannot be shipped to the following state(s): AK,FL,GU,HI,PR,VI

IN STOCK AT YOUR SELECTED STORE

Evergreen #
Evergreen, CO 80439
Change Pick Up Store

Limited Quantity In Stock
Aisle 39, Bay 007



PRODUCT OVERVIEW Model # 18250-1 Internet # 100350323 Store SKU # 660356 Store SO SKU # 477183

The Handy Home Products Princeton 10 ft. x 10 ft. Storage Shed allows you to customize your shed with paint and shingles (not included) to match your home. The 64 in. wide double doors feature full-length hinges and swivel hasps for easy access to large lawn and garden equipment. The sturdy 2 x 3 construction helps to meet the demands of inclement weather. The free treated wood floor frame is ready for plywood or OSB decking (not included) while the patented EZ frame design reduces installation time.

- Assembled dimension: 129 in. W x 124 in. D x 98.50 in. H
- Shed siding is primed and ready for paint. Nails, paint and shingles sold separately
- 705 cu. ft. storage capacity provides space to keep your yard equipment and gardening tools when not in use
- 6 ft. high side walls with 8 ft. high peak creates lots of storage space, all wood is pre-cut and ready to assemble
- Pre-cut for easy assembly with common household tools
- Patented frame design reduced installation time
- Free treated wood floor frame is ready for plywood or osb ,decking not included
- Oriented strand board/asphalt shingles helps to protect against all types of weather, asphalt shingles not included
- Large 64 in. wide pre-hung, pre-assembled double doors with continuous hinges for added strength
- Heavy-duty, rust-resistant swivel hasp for added security
- Kit includes simple, illustrated instructions
- 10-year limited warranty
- In stock at select locations

SPECIFICATIONS

Approximate Shed Depth (ft.)	10	Approximate Shed Width (ft.)	10
Assembled Depth (in.)	124.00 in	Assembled Height (in.)	98.5 in
Assembled Width (in.)	129 in	Assembly Required	Yes
Door Opening Width (ft.)	5	Floor Options	Without Floor
Lockable Door/Gate Latch	Yes	Manufacturer Warranty	10 year warranty
Number of Doors	2	Number of Windows	0
Product Depth (in.)	120	Product Height (in.)	100
Product Weight (lb.)	915 lb	Product Width (in.)	129
Returnable	90-Day	Roof Color Family	Light Brown Wood
Roof Material	Oriented Strand Board/Asphalt Shingles	Roof Shape	Peak
Shed Door Type	Double	Shed Features	Double Door
Shed Style	Ranch	Shelving Included	No
Sidewall Height (in.)	72	Siding Color Family	Light Brown Wood
Storage Capacity (cu. ft.)	705		

SHIPPING AND DELIVERY OPTIONS

Curbside Truck Shipping (By Appointment) includes delivery to receiving area/dock for businesses or curbside for residential orders. The carrier will contact you to make a delivery appointment with a 4 hour window once the items have arrived at the local hub in your area. Delivery appointments are required.

If product is eligible for shipping to AK, HI and US Territories additional transit time and remote surcharges may apply.



Careers | Investor Relations | Contact Us

How Is It Made?



[See The Process](#)

Our state-of-the-art SmartGuard[®] manufacturing process ensures that all LP[®] SmartSide[®] products deliver outstanding strength and durability. The process begins with either wood strands or wood fiber. A zinc borate compound is applied throughout the substrate to help protect against fungal decay and termites. Superior exterior-grade resins are used to create extremely strong bonds within the product. Having been tested in laboratory and real-world conditions for more than a decade, LP SmartSide products are proven to withstand extreme heat, cold, humidity and rainfall.

LATEST NEWS

[LP Reports Second Quarter 2014 Results](#)
[READ MORE](#)

[David Weekley Homes Names LP 'Partner of Choice'](#)
[READ MORE](#)

[See All Related News](#)

LP PRODUCTS	RESOURCES	SUSTAINABILITY	ABOUT US	PRODUCT LOCATOR	INTERNATIONAL	SITE TOOLS	RECALL INFORMATION
OSB Sheathing	Literature	Economic Responsibility	News & Media	Preferred Prefinishers	Canadian French	Site Map	Decking
FlameBlock Sheathing	LP Videos	Social Responsibility	Locations		Australia	Terms & Conditions	Press Release
LongLength OSB Sheathing	Photos & Logos	Environmental Responsibility	Investor Relations		European Union	Privacy Policy	
TechShield Radiant Barrier	LP University	Global Reporting Initiative Index	Executive Management		Chile	Trademarks and Copyright	
TopNotch Sub-Flooring	Customer Access	Green Building	Careers		Brasil	Site Disclaimer	
SolidStart I-Joists	Design Software		LP Field				
SolidStart Rim Board			Contact Us				
SolidStart LSL							
SolidStart LVL							
SmartSide Trim & Siding							
CanExel Siding							
CarraraFinishes Built On LP SmartSide							
SuperStruct OSB Furniture Panels							
Solutions Software							
Multifamily Products							



Designed Around You



SMARTSIDE®
TRIM & SIDING

LP® SmartSide® trim and siding products are made from premium engineered wood for exceptional durability and beauty. Unlike wood siding, LP SmartSide products provide the protection you need from the elements. Smart homeowners know LP SmartSide trim and siding products are the right choice for lasting beauty and curb appeal.



FACT:

LP SmartSide products have been installed on nearly 3 million homes since 1996 without a single documented claim of rot or decay!



Defining A Beautiful Home

LP SmartSide trim and siding help give your home the warm, natural look of real cedar without the worries. It's an upgrade from vinyl siding and a beautiful, durable alternative to fiber cement. Plus, LP SmartSide products are the perfect accent to brick, stone or stucco homes. With an extensive array of siding profiles, available in either cedar wood grain or smooth textures, you can make your home the ultimate reflection of your unique style.



Tough From The Inside Out

Every LP SmartSide product is manufactured with our proprietary SmartGuard® process to help resist decay, fungi and termites in even the harshest environments. To prove it, LP SmartSide products are subjected to intense performance testing in Hilo, Hawaii. Our samples are still performing after experiencing conditions comparable to decades of harsh exposure.



UNTREATED WOOD VS. LP® SMARTSIDE®



A Warranty That Protects Peace Of Mind

All LP SmartSide products come backed with an industry-leading, transferable, limited warranty.* It's the kind of warranty that protects your investment and peace of mind.

- 5-Year 100% Labor & Replacement on LP SmartSide Trim and Siding
- 50-Year Prorated Limited Warranty on LP SmartSide Trim and Siding Substrate



*See www.lpcorp.com for complete warranty details.

Simply A Smarter Choice

- Made of an engineered wood substrate, a renewable resource with a reduced environmental impact.
- LP® uses SFI(R) certified forest management and procurement systems, which help ensure wood comes from well managed forests.
- A cleaner, more efficient installation process with no silica dust, unlike fiber cement products.



There are so many reasons to have LP SmartSide trim and siding installed on your home. It's a beautiful choice that helps add true craftsmanship and warm appeal to any style of home.

For more information on LP SmartSide trim and siding, please visit www.lpcorp.com/smartside or call **888.820.0325**.



LPCorp.com

BUILD WITH US®

LPZB0533

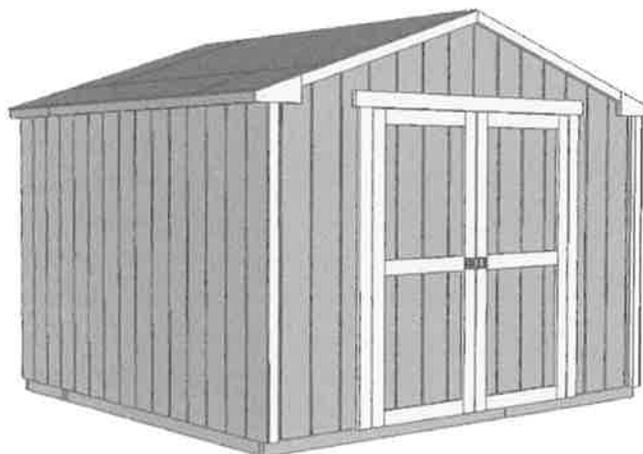


MARCO SERIES

PRINCETON 10' x 10' (305 x 305 cm)

ACTUAL FLOOR SIZE IS 120 x 116-5/8" (305 x 296 cm)

KEEP THIS MANUAL FOR FUTURE REFERENCE



⚠ IMPORTANT! ⚠

READ INSTRUCTIONS THOROUGHLY PRIOR TO BEGINNING ASSEMBLY.

BEFORE YOU BEGIN

- **BUILDING RESTRICTIONS AND APPROVALS**

Be sure to check with local building department and homeowners association for specific restrictions and/ or requirements before building

- **ENGINEERED DRAWINGS**

Contact our Customer Service Team if engineered drawings are needed to pull local permits.

- **SURFACE PREPARATION**

To ensure proper assembly you must build your shed on a level surface. Recommended methods and materials to level your shed are listed on page 7.

- **CHECK ALL PARTS**

Inventory all parts listed on pages 4 - 5. Contact our Customer Service Team if any parts are missing or damaged.

- **ADDITIONAL MATERIALS**

You will need additional materials to complete your shed. See page 3 for required and optional materials and quantities.



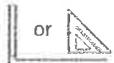
- CUSTOMER SERVICE -



Call: 1-800-221-1849 email: customerservice@backyardproductsllc.com

TOOLS

Required

- Phillips Screwdriver 
- Drill / Driver
 - 3/8" Drill Bit
 - #2 Phillips Drive Bit
- Hammer 
- Level 
- Pencil 
- Tape Measure 
- Square  or 

- Utility Knife 
- Shingle Blades 
- Caulk Gun 
- Paint Tools 
- Safety Glasses 
- Ladder 

Optional

- Tool Belt/ Nail Pouch 
- Tin Snips (for drip edge) 
- Chalk Line 
- Nail Gun  - gun nails
- Gloves 

Safety! Always use approved safety glasses during assembly.

HELPFUL REMINDER SYMBOLS

Look for these symbols for helpful reminders throughout this manual.



= Assistance Required; two or more people.



= Mark part with pencil.



= Ensure squareness.



= Beginning of steps for assembly or installation.



= Important required step or operation.



= You have finished the assembly or installation.



= Helpful assembly hint.

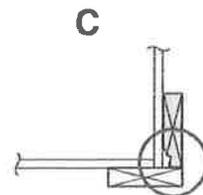
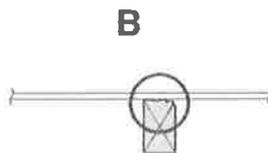
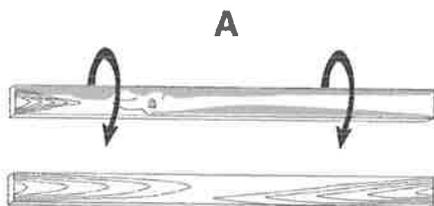


= Level

ORIENT LUMBER AND TRIM FOR BEST APPEARANCE

Framing lumber is graded for structural strength and not appearance. Exterior trim is graded for one good side.

Always install the material leaving the best edge and best surface visible. Please remember that these blemishes in no way negatively affect the strength or integrity of our product. (See Fig. A, B, C.)



ADDITIONAL MATERIALS

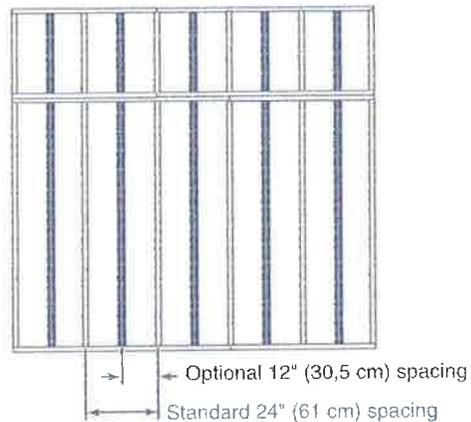
FOUNDATION OR FLOOR MATERIALS

- This shed kit includes a complete wood floor frame system. It does not include any floor panels.
- See page 6 for the additional floor panel sizes and quantities required.
- This shed kit does not include ANY leveling materials.
- See the FLOOR LEVELING section on page 7 for recommended methods and suggested materials to properly level your floor, as this will vary depending on your specific site.

REINFORCED WOOD FLOOR FRAME (OPTIONAL)

IMPORTANT! The included floor has been designed for general use. Depending on your specific use you may want to construct a heavy duty floor frame by adding additional floor joists (shown below as shaded). Below is a list of additional materials (not included):

- x1** 2 x 4 x 10' (5 x 10 x 305 cm) Treated Lumber
Cut to (5) 2 x 4 x 21" (5 x 10 x 53,3 cm)
- x5** 2 x 4 x 8' (5 x 10 x 244 cm) Treated Lumber
Cut to (5) 2 x 4 x 89-1/2" (5 x 10 x 227 cm)
- x40** ea. 3" (7,6 cm) Hot Dipped Galvanized Nails



COMPLETING YOUR SHED

You will need these additional materials:

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> 3-TAB SHINGLES 5 Bundles <input type="checkbox"/> PAINT FOR SIDING 2 Gallons
Use 100% acrylic latex exterior paint. (2) coats recommended. <input type="checkbox"/> CAULK 3 Tubes
Use acrylic latex exterior caulk that is paintable. <input type="checkbox"/> x2 BOXES 3" (7,6 cm) <input type="checkbox"/> x4 BOXES 2" (5,0 cm) | <ul style="list-style-type: none"> <input type="checkbox"/> 1" GALVANIZED ROOFING NAILS.... 2 Lbs
For shingles. <input type="checkbox"/> PAINT FOR TRIM1 Quart
Use 100% acrylic latex exterior paint. <input type="checkbox"/> WOOD GLUE Exterior Rated |
|--|---|

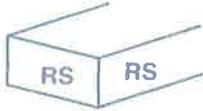
OPTIONAL MATERIALS

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> DRIP EDGE 50 Feet | <ul style="list-style-type: none"> <input type="checkbox"/> #15 ROOFING FELT
To cover 112 Sq. Ft. of roof area. <input type="checkbox"/> 1" GALVANIZED ROOFING NAILS.....1/4 Lb
For roofing felt. |
|---|---|

REFER TO THE BACK OF THIS MANUAL AND THE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION OF SHINGLES, DRIP EDGE AND FELT.

PARTS IDENTIFICATION AND SIZES

Part identification is stamped on some parts.



• Check these locations for part stamp.

Treated lumber is stamped:

TREATED

WOOD SIZE CONVERSION CHART

Nominal Board Size	Actual Size
2" x 4".....	1-1/2" x 3-1/2" (3,8 x 8,9 cm)
1" x 4".....	3/4" x 3-1/2" (1,9 x 8,9 cm)
2" x 3".....	1-1/2" x 2-1/2" (3,8 x 6,3 cm)
1" x 3".....	3/4" x 2-1/2" (3,8 x 6,3 cm)

PARTS LIST

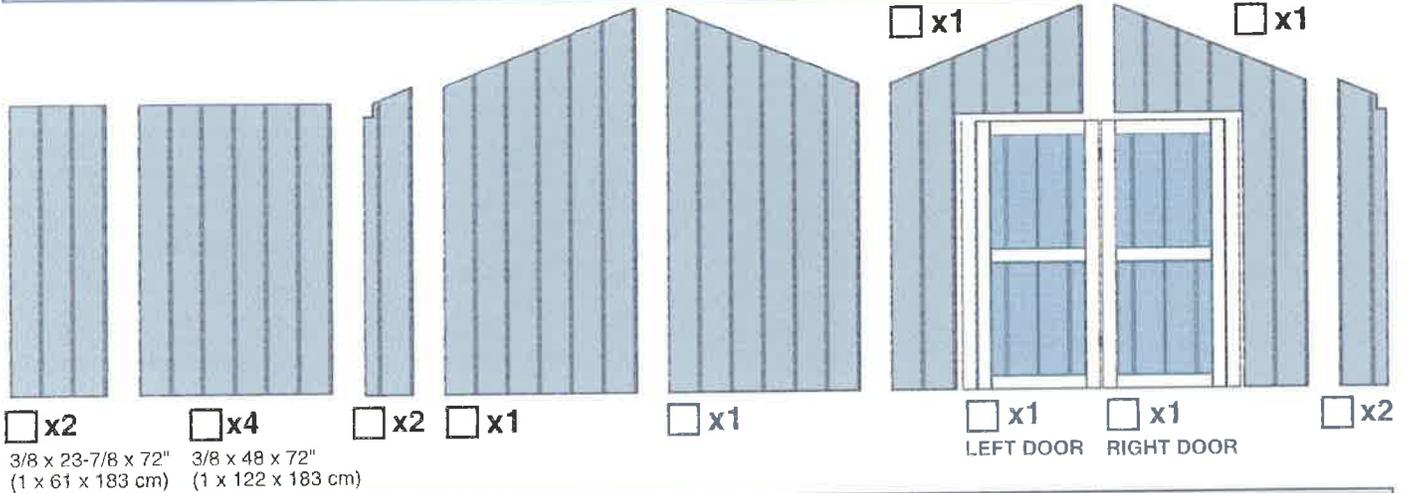


INVENTORY YOUR PARTS before you begin.

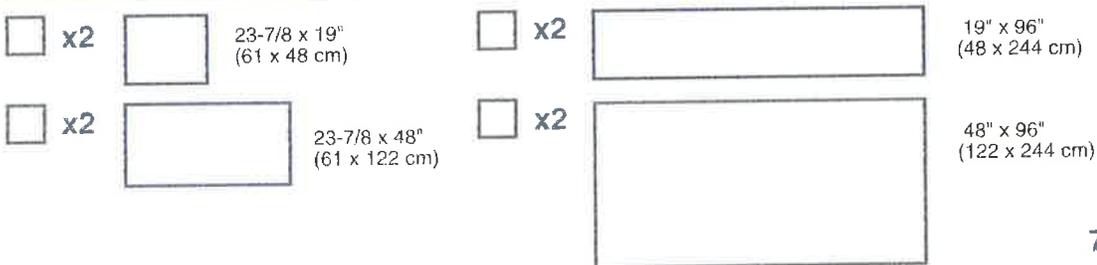
We suggest sorting parts by the category they are listed in.

FLOOR	<input type="checkbox"/> x6 <input type="checkbox"/> x4 <input type="checkbox"/> x4 <input type="checkbox"/> x6	<div style="border: 1px solid black; padding: 2px; display: inline-block;">TREATED</div> 2 x 4 x 21" (5 x 10 x 53 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">TREATED</div> 2 x 4 x 48" (5 x 10 x 122 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">TREATED</div> 2 x 4 x 72" (5 x 10 x 183 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">TREATED</div> 2 x 4 x 89-1/2" (5 x 10 x 227 cm)	Treated lumber is stamped: <div style="border: 1px solid black; padding: 5px; display: inline-block; font-weight: bold;">TREATED</div>	
WALL	<input type="checkbox"/> x1 <input type="checkbox"/> x4 <input type="checkbox"/> x8 <input type="checkbox"/> x2 <input type="checkbox"/> x4 <input type="checkbox"/> x4 <input type="checkbox"/> x2 <input type="checkbox"/> x2 <input type="checkbox"/> x8 <input type="checkbox"/> x8	<div style="border: 1px solid black; padding: 2px; display: inline-block;">LT</div> 2 x 3 x 22-1/8" (5 x 7,6 x 56 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">NH</div> 2 x 3 x 46-1/4" (5 x 7,6 x 117,5 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">OV</div> 2 x 3 x 69" (5 x 7,6 x 175,3) <div style="border: 1px solid black; padding: 2px; display: inline-block;">OZ</div> 2 x 3 x 70-1/4" (5 x 7,6 x 178,4) <div style="border: 1px solid black; padding: 2px; display: inline-block;">OY</div> 2 x 3 x 72" (5 x 7,6 x 183 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">PB</div> 2 x 3 x 77" (5 x 7,6 x 196 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">PR</div> 2 x 3 x 94-1/2" (5 x 7,6 x 240 cm) 7/16 x 2-1/2 x 73-1/2" (1,1 x 6,3 x 187 cm) 6 x 24" (15 x 61 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">CV</div> 2 x 4 x 65-7/8" (5 x 10 x 167 cm)		
TRIM	<input type="checkbox"/> x2 <input type="checkbox"/> x4 <input type="checkbox"/> x2 <input type="checkbox"/> x5 <input type="checkbox"/> x4 <input type="checkbox"/> x4	<div style="border: 1px solid black; padding: 2px; display: inline-block;">DN</div> 1 x 3 x 23-1/4" (2,5 x 7,6 x 59 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">CD</div> 2 x 3 x 54-5/16" (5 x 7,6 x 138 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">BS</div> 1 x 3 x 95-1/2" (2,5 x 7,6 x 242,5 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">GAA</div> 1 x 3 x 5" (2,5 x 7,6 x 12,7 cm) ONE USED AS A GAUGE BLOCK FOR 3/4" (1,9 CM) MEASUREMENT. <div style="border: 1px solid black; padding: 2px; display: inline-block;">GBZ</div> 1 x 3 x 8-1/2" (2,5 x 7,6 x 21,6 cm) 3/4 x 6-1/4 x 11-7/8" (1,9 x 15,8 x 30 cm) RIGHT PAINTED RED LEFT PAINTED GREEN		
DOOR	<input type="checkbox"/> x2 <input type="checkbox"/> x1	<div style="border: 1px solid black; padding: 2px; display: inline-block;">OO</div> 2 x 3 x 69" (5 x 7,6 x 175,3 cm) <div style="border: 1px solid black; padding: 2px; display: inline-block;">ZJ</div> 5/8 x 3 x 72" (1,6 x 7,6 x 183 cm)		

WALL PANEL & DOORS PARTS LIST

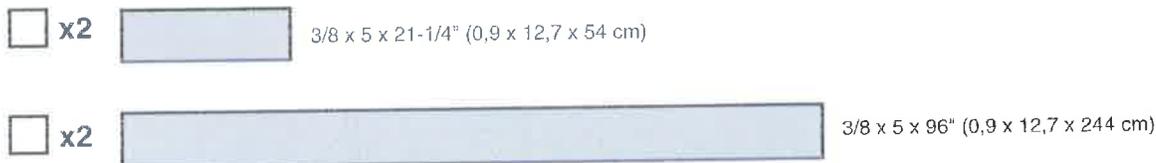


ROOF PANELS

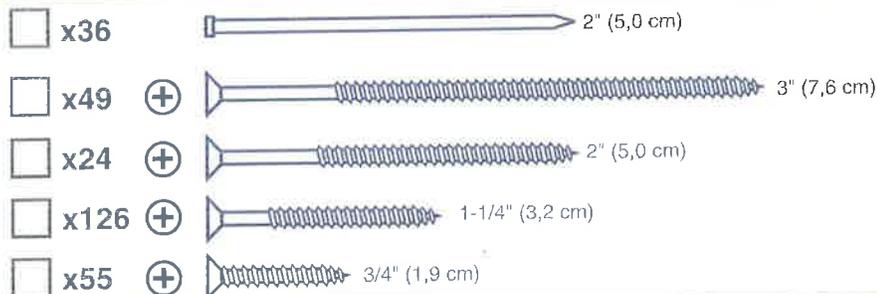


Roof panels are 7/16" (1,1 cm) thick.

SOFFIT PANELS



FASTENER/HARDWARE BAG (Shown Actual Size)



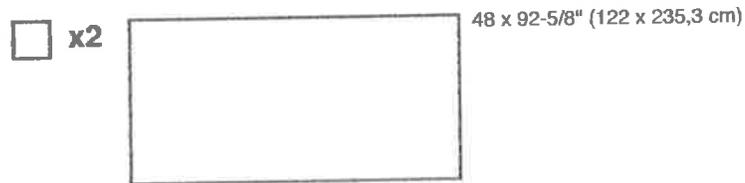
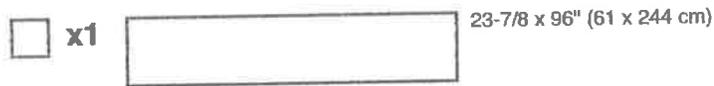
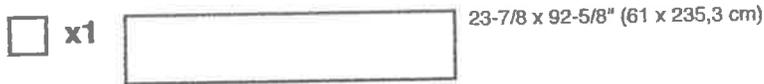
DOOR HARDWARE (Not Actual Size)



FLOOR PANELS (Not Included)

You will need floor panels and nails to complete your floor. -Floor panel sizes and quantities are shown below.

NOTE: Use a minimum of 5/8" (1,6 cm) oriented strand board (OSB).



x1 1 lb. of 2" (5,0 cm) Hot Dipped Galvanized Box-Type Nails

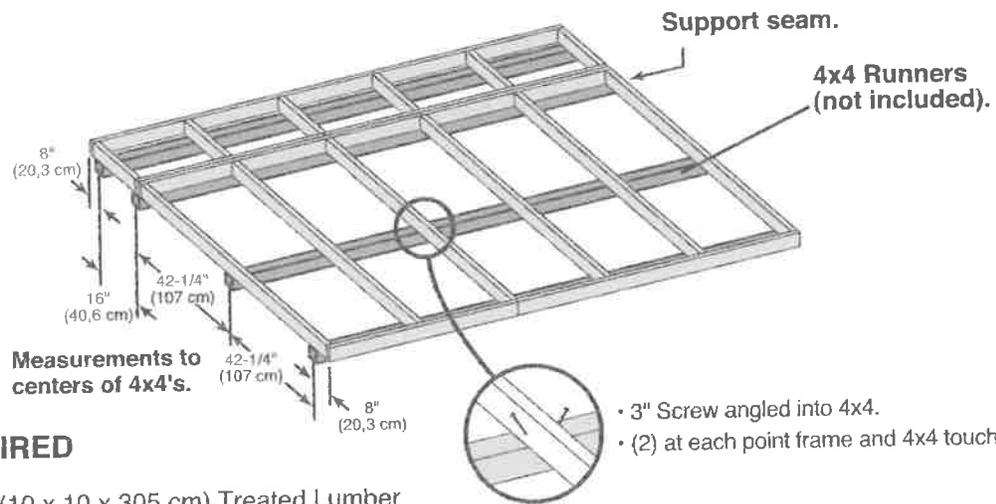


NOTES

FLOOR LEVELING OPTIONS

There are multiple ways to level your floor frame. Our recommended leveling method is shown below.
Leveling materials are not included in this kit.

PREFERRED METHOD - 4x4 TREATED RUNNERS



MATERIAL REQUIRED

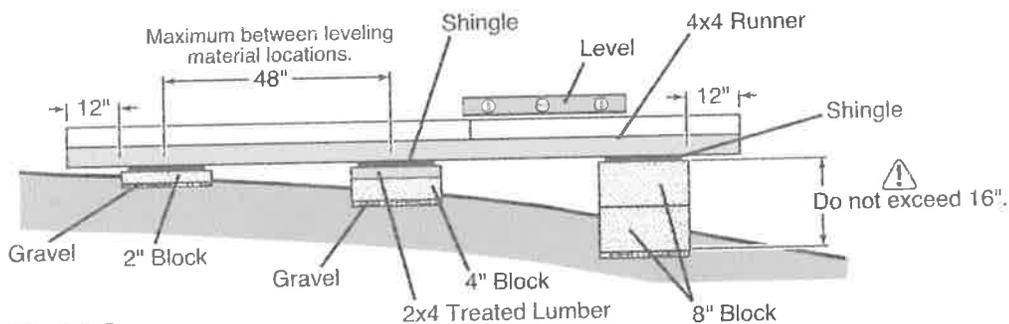
x4 4" x 4" x 10' (10 x 10 x 305 cm) Treated Lumber

Fasteners for Frame to 4"x 4".

(3" Screws shown as one option.) Minimum (48) 3" screws / exterior grade.

⚠ Use only wood treated for ground contact and fasteners approved for use with treated wood.

⚠ Always support frame seams.



LEVELING METHODS

- Level under 4x4 runners only.
- Locate leveling material 12" from ends of runners and no more than 48" apart.
- Asphalt shingles should be used between 4x4 runners and blocks or treated lumber. Never use shingles in direct contact with ground.
- For best results and aiding in water drainage use gravel under each concrete block.

LEVELING MATERIALS

- Gravel
- Solid Masonry Blocks in 1", 2", 4" or 8" thickness
- 2x4 Treated Lumber
- Asphalt Shingles

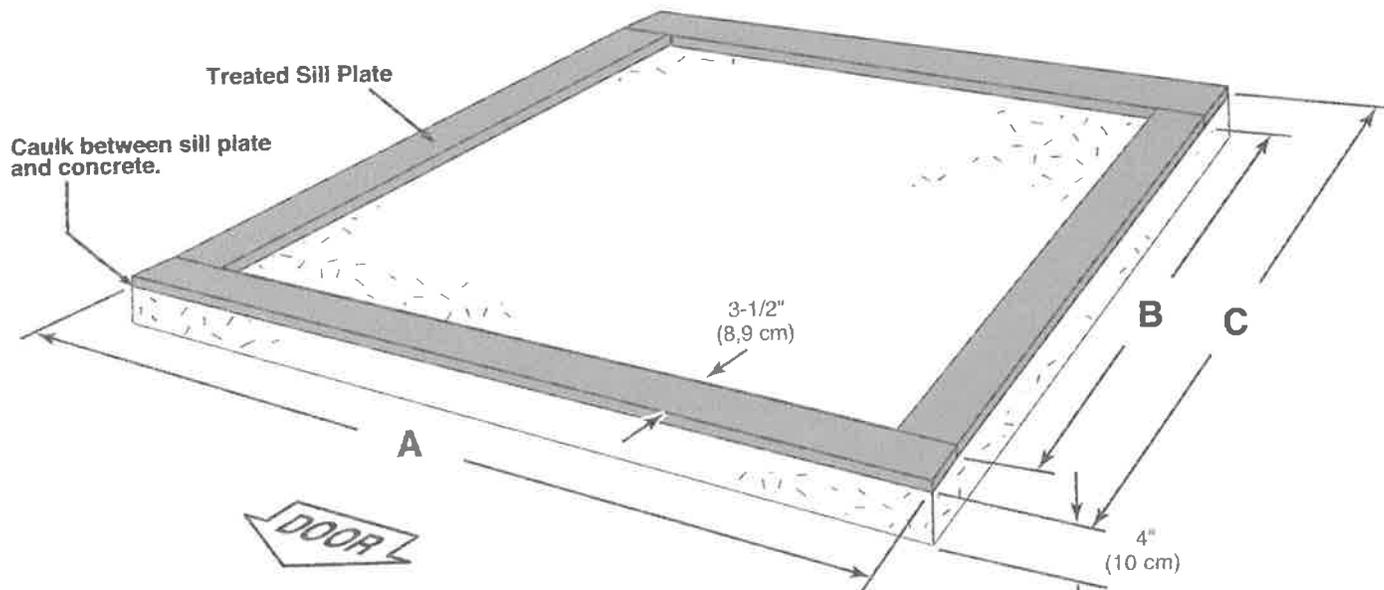
⚠ Leveling higher than 16" not recommended.

CONCRETE

- If you are building your shed on a concrete foundation see the following page.

CONCRETE FOUNDATION

Your kit contains all materials to construct a wooden floor. If you choose to install your kit on a concrete slab refer to the diagram below.



Building Size	Actual Floor Size	A	B	C
10'x 10' (305 x 305 cm)	10'x 9'-8-5/8" (305 x 296 cm)	120" (305 cm)	109-5/8" (278 cm)	116-5/8" (296 cm)

Requires:

x4 2 x 4 x 10' (5 x 10 x 305 cm) **MUST** be treated lumber.

x1 **Caulk**

Allow new concrete slabs to cure for at least seven (7) days.

- A treated 2 x 4" (5 x 10 cm) sill plate is required when installing your shed on concrete. **Hint: Use treated lumber in your kit or purchase full length treated lumber.**
- Use a high quality exterior grade caulk beneath all sill plates.
- Fasten 2 x 4" (5 x 10 cm) sill plates to slab using approved concrete anchors (**fasteners not included**).
- Check local code for concrete foundation requirements.

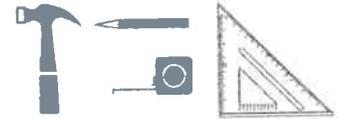
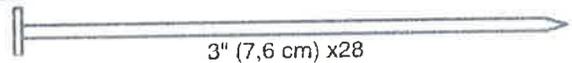
NOTES

FLOOR FRAME

PARTS REQUIRED:

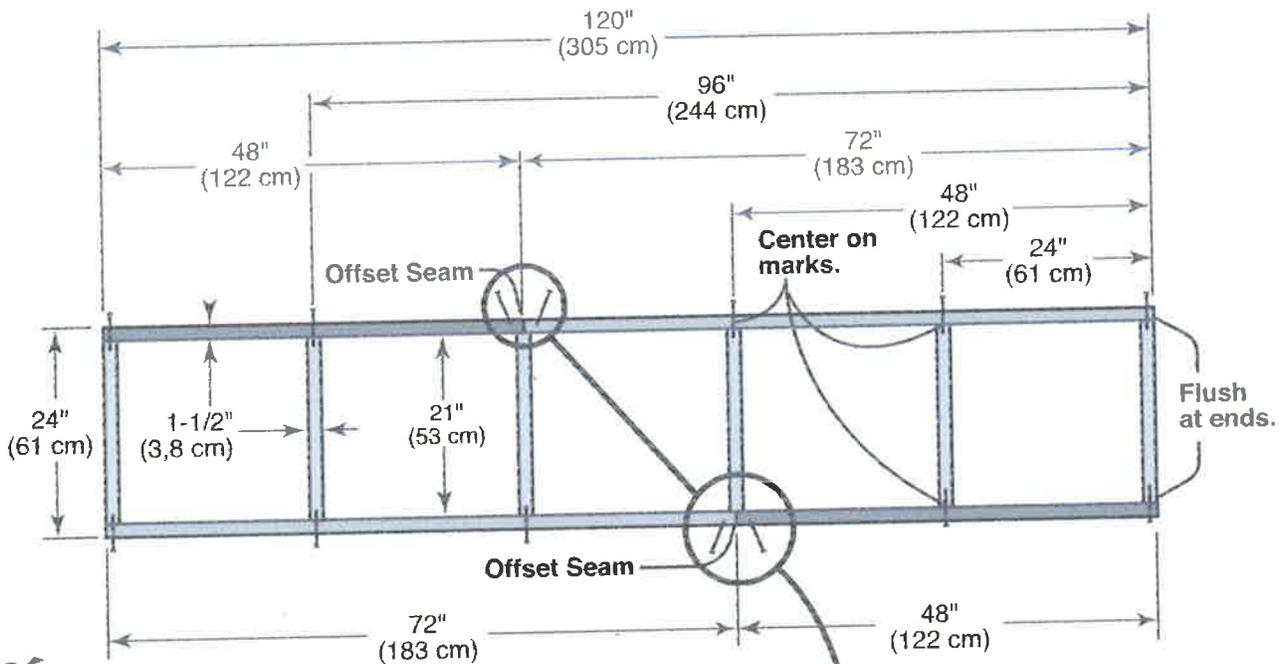
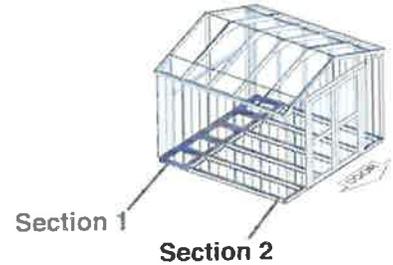
- x2  2 x 4 x 72" (5 x 10 x 183 cm)
- x2  2 x 4 x 48" (5 x 10 x 122 cm)
- x6  2 x 4 x 21" (5 x 10 x 53 cm)

NOTE: Look for  Stamp.

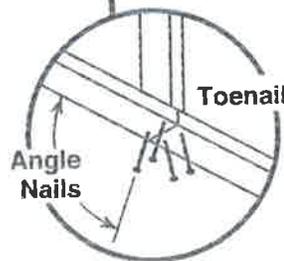
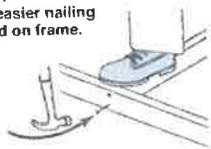


✓ **BEGIN**  You will build two floor sections.

- 1 Orient parts as shown on flat surface. Measure and mark each dimension from end of boards.
- 2 Use two 3" nails at each mark.



HINT: For easier nailing stand on frame.



FLOOR FRAME

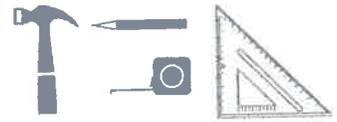
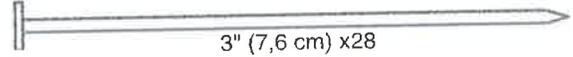
PARTS REQUIRED:

x2 **TREATED**
2 x 4 x 72" (5 x 10 x 183 cm) Treated Wood

x6 **TREATED**
2 x 4 x 89-1/2" (5 x 10 x 227 cm) Treated Wood

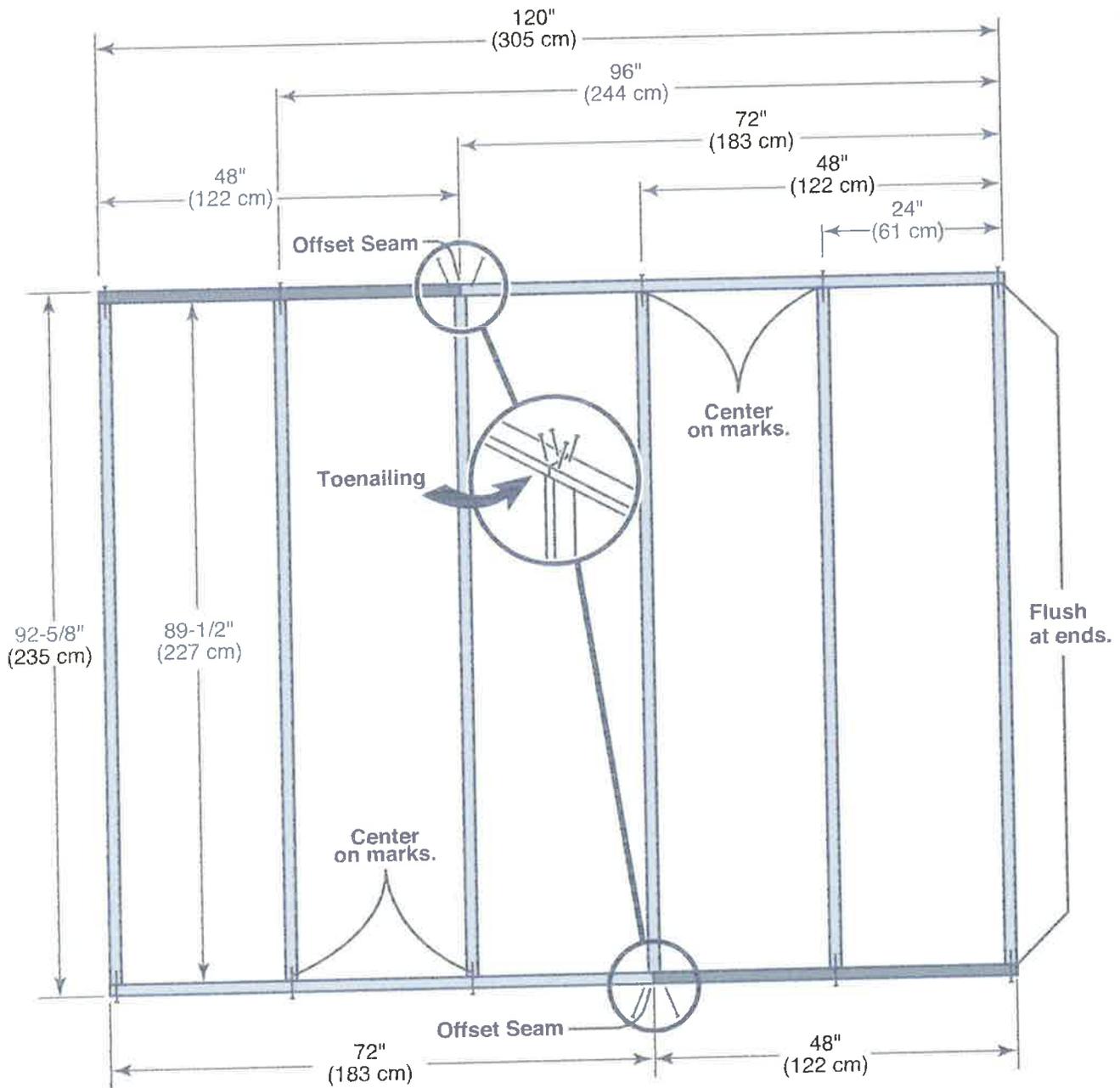
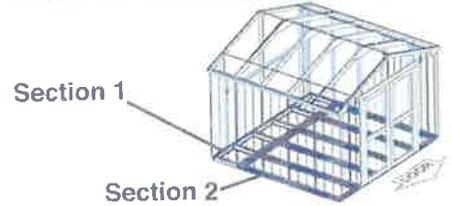
x2 **TREATED**
2 x 4 x 48" (5 x 10 x 122 cm) Treated Wood

NOTE: Look for **TREATED** Stamp.

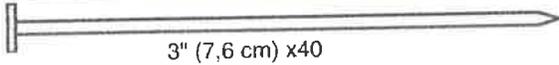


3 Orient parts as shown on flat surface. Measure and mark from end of boards.

4 Use two 3" nails at each mark.



FLOOR FRAME



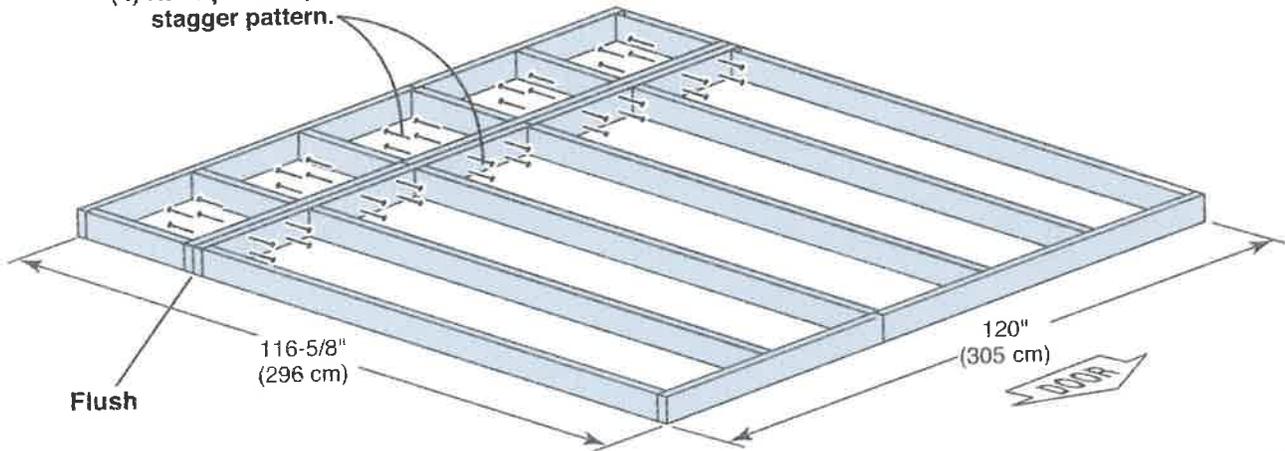
- 5** Put both floor sections together and attach as shown using 3" nails.



- 6** You have finished your floor frame. Proceed to level and square frame.



(4) Nails per side,
stagger pattern.



STOP!



LEVEL AND SQUARE FLOOR FRAME



Before attaching floor decking, it is important to level and square the floor frame. A level and square floor frame is required to correctly construct your shed.

STOP!

✓ **BEGIN**

- 1** See page 7 for the preferred floor leveling method.

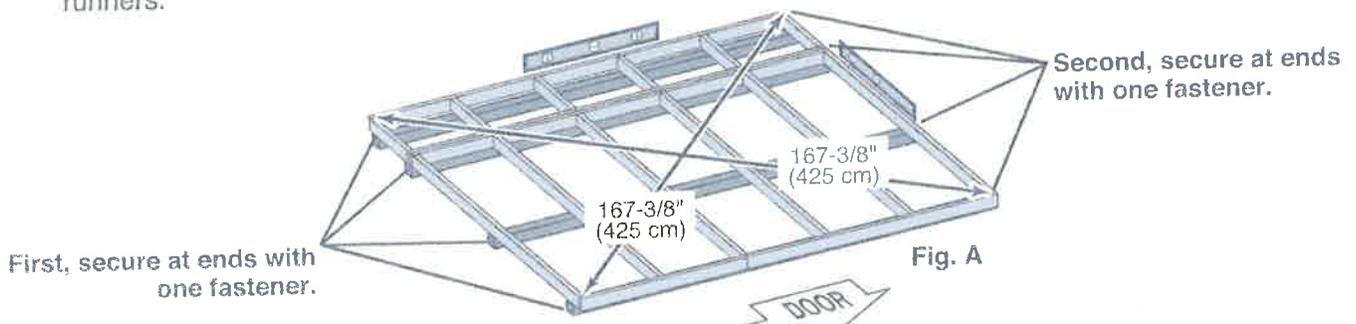
- 2** Use level and check the frame is level before applying floor panels.

- 3** Check for frame squareness by measuring diagonally across corners. If the measurements are the same, the frame is square. The diagonal measurement will be approximately 167-3/8" (425 cm).

- 4** When the frame is level and square secure one side of frame to the 4x4 runners using one fastener at ends of each runner. At the opposite end of the frame, secure the frame to 4x4 runners with one fastener at ends of each runner making sure the frame remains square (**Fig. A**).

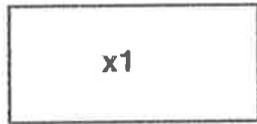


- 5** Once the floor frame is level and square fasten the frame at each point the frame contacts the 4x4 runners.



FLOOR PANELS

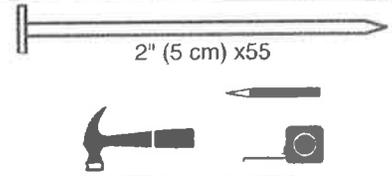
PARTS REQUIRED:



5/8 x 48 x 92-5/8"
(1,6 x 122 x 235 cm)



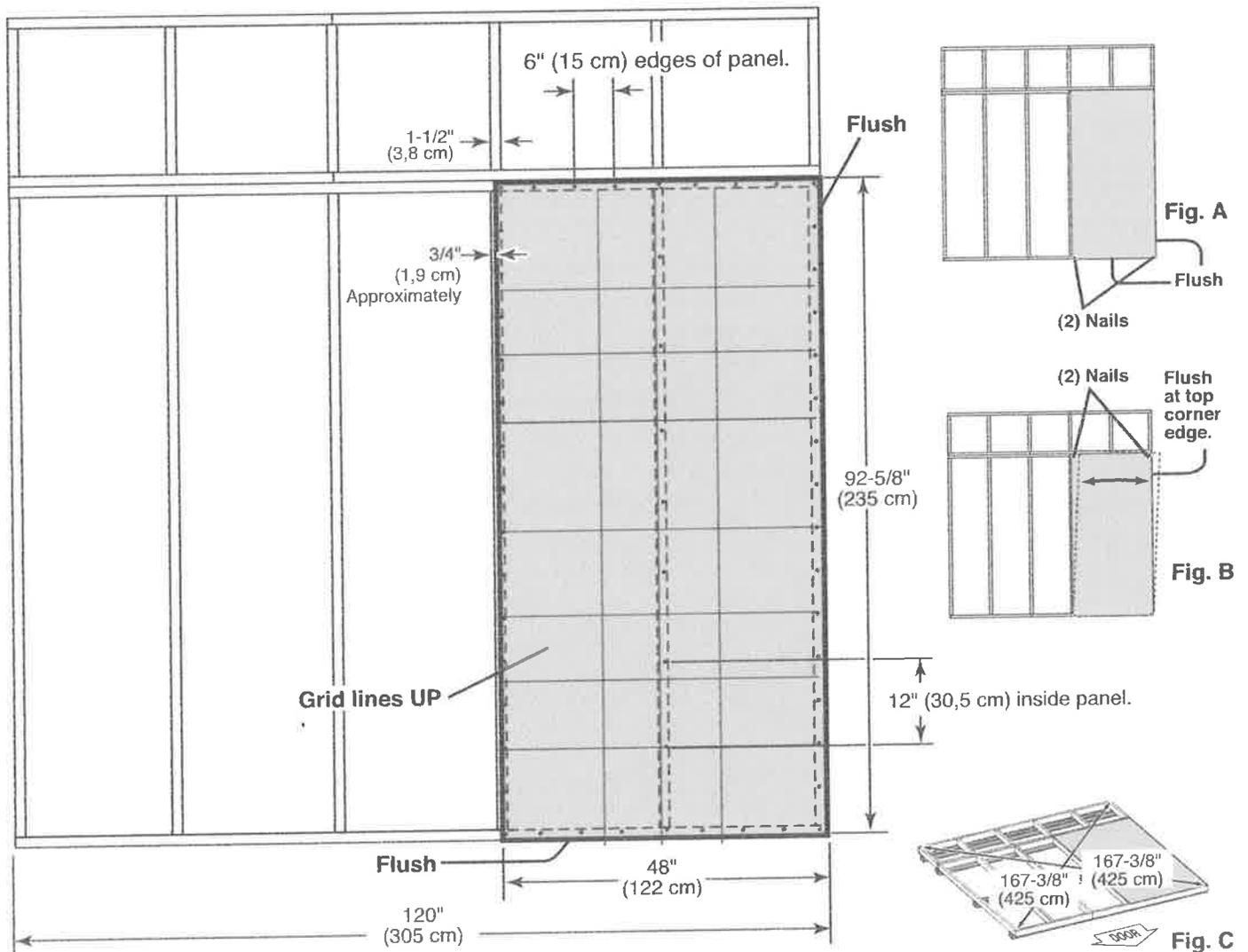
**FLOOR PANELS NOT INCLUDED.
SEE PAGE 6 FOR PANEL SIZES
AND QUANTITIES.**



Ensure your floor frame is square by installing one panel and squaring frame.

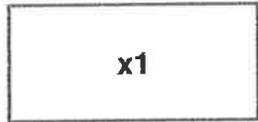
BEGIN

- 1 Attach the 48 x 92-5/8" panel with the rough side up (painted-grid lines side) with the 48" edge and corner flush to the floor frame (**Fig A**). Secure panel with two 2" nails in the corners.
- 2 Move to the opposite end. Using the long edge of the panel as a lever move the panel side-to-side until the top corner is flush to the floor frame (**Fig. B**). Secure panel with two 2" nails in the corners.
- 3 Check the floor frame is square by measuring diagonally across the frame corners. If the measurements are the same your floor frame is square. The measurement will be approximately 167-3/8" (425 cm) (**Fig. C**).
- 4 Continue attaching the panel using 2" nails 6" apart on edges and 12" apart inside panel. Use a chalk line or use pre-painted grid lines to nail into joists under panel.



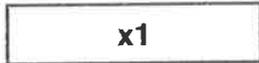
FLOOR PANELS

PARTS REQUIRED:



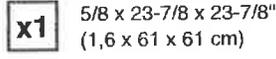
x1

5/8 x 48 x 92-5/8"
(1,6 x 122 x 235 cm)



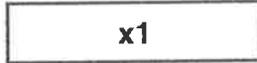
x1

5/8 x 23-7/8 x 92-5/8"
(1,6 x 61 x 235 cm)



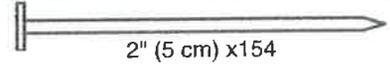
x1

5/8 x 23-7/8 x 23-7/8"
(1,6 x 61 x 61 cm)



x1

5/8 x 23-7/8 x 96"
(1,6 x 61 x 244 cm)



2" (5 cm) x154



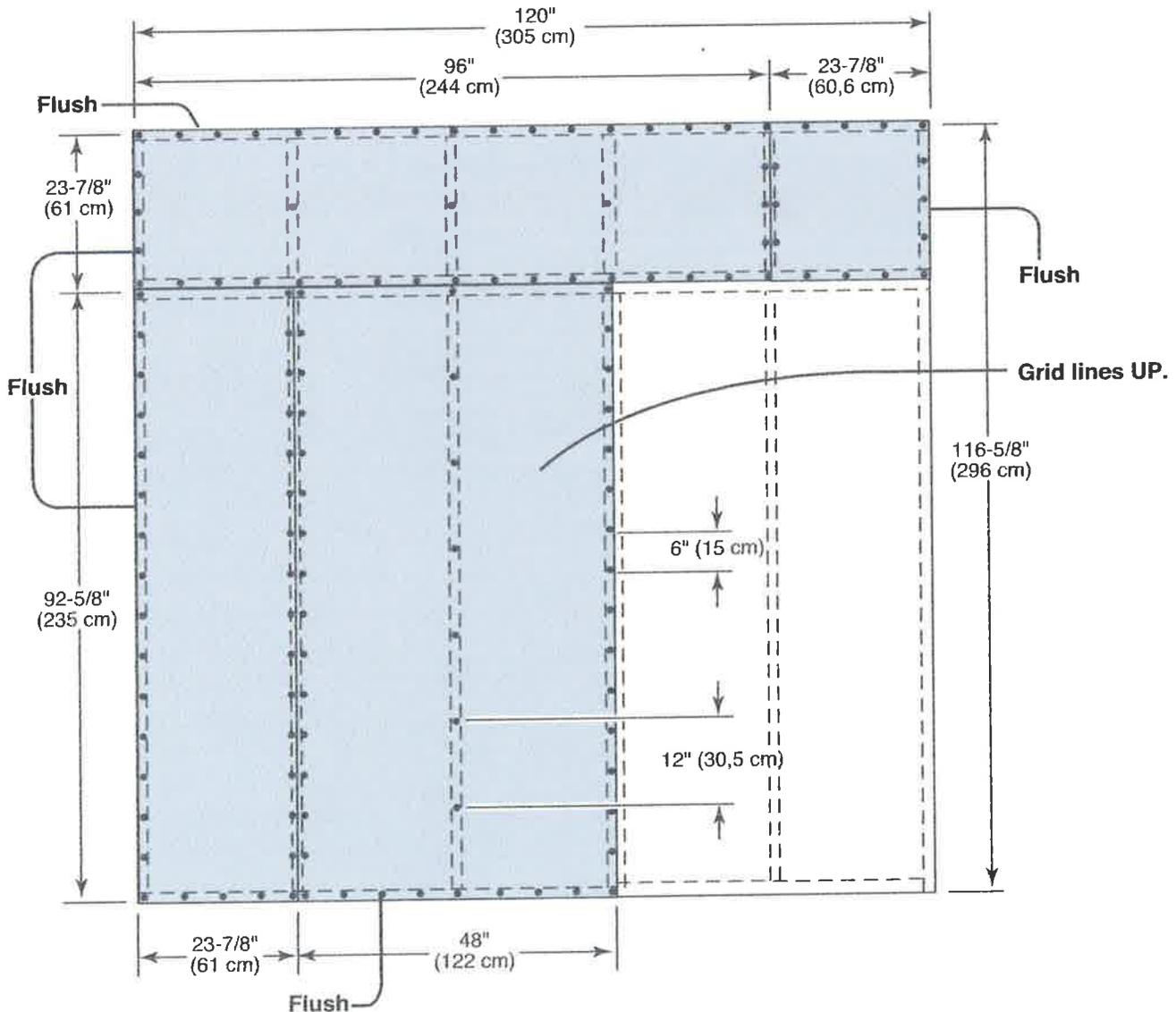
5 Continue installing panels with rough side up (painted grid lines).

6 Use a chalk line or grid lines on panels for 2" nails 6" apart on edges and 12" apart inside panel.



FINISH

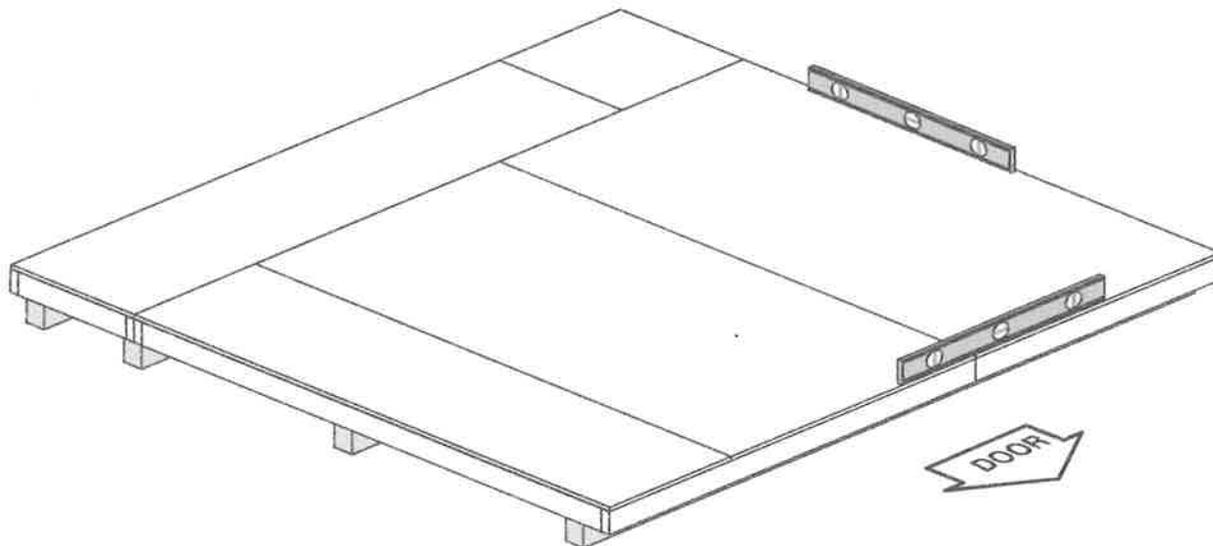
7 You have finished installing your floor panels.



! IMPORTANT!

STOP!

Check the floor frame is level after installing floor panels. Re-level if needed.



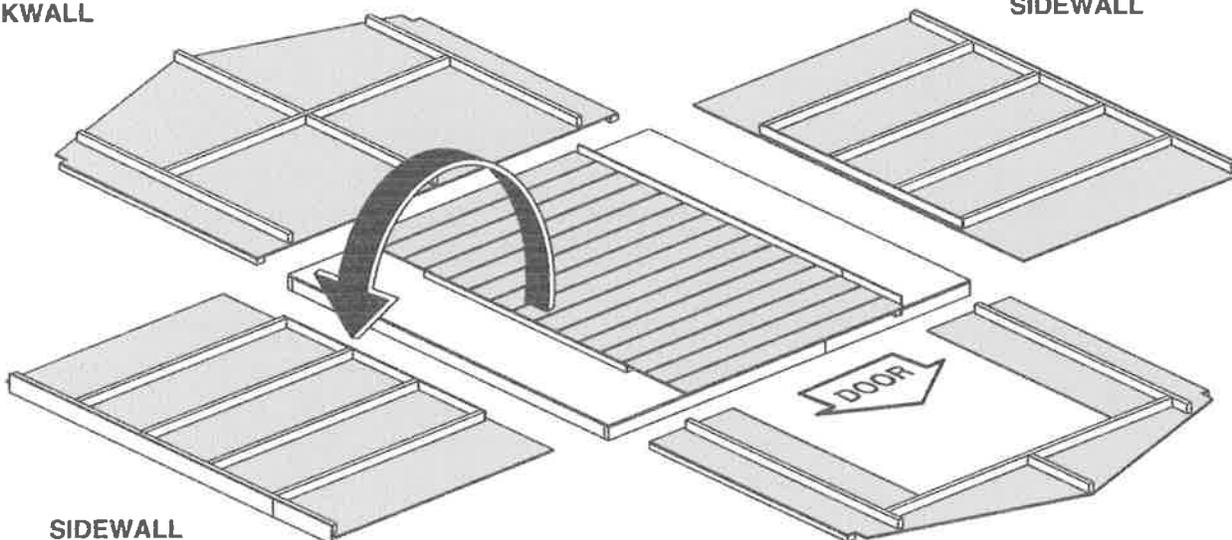
• The floor should be used as a stable work surface for wall construction.

HINT:

• Organize your assembly procedure during the build process to avoid over-handling of the walls.

BACKWALL

SIDEWALL



SIDEWALL

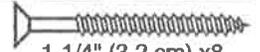
FRONTWALL

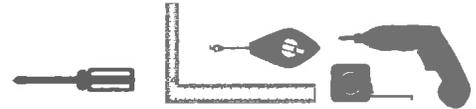
RAFTER ASSEMBLY JIG

PARTS REQUIRED:

x2 **GAA** 3/4 x 3 x 5" (1,9 x 7,6 x 12,7 cm)

x2 **GBZ** 3/4 x 3 x 8-1/2" (1,9 x 7,6 x 21,6 cm)

 1-1/4" (3,2 cm) x8



✓ BEGIN

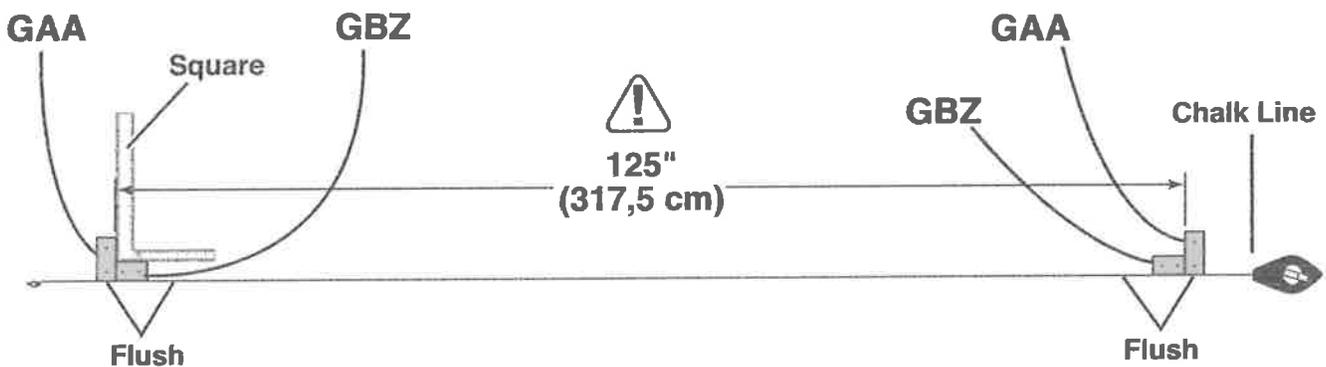
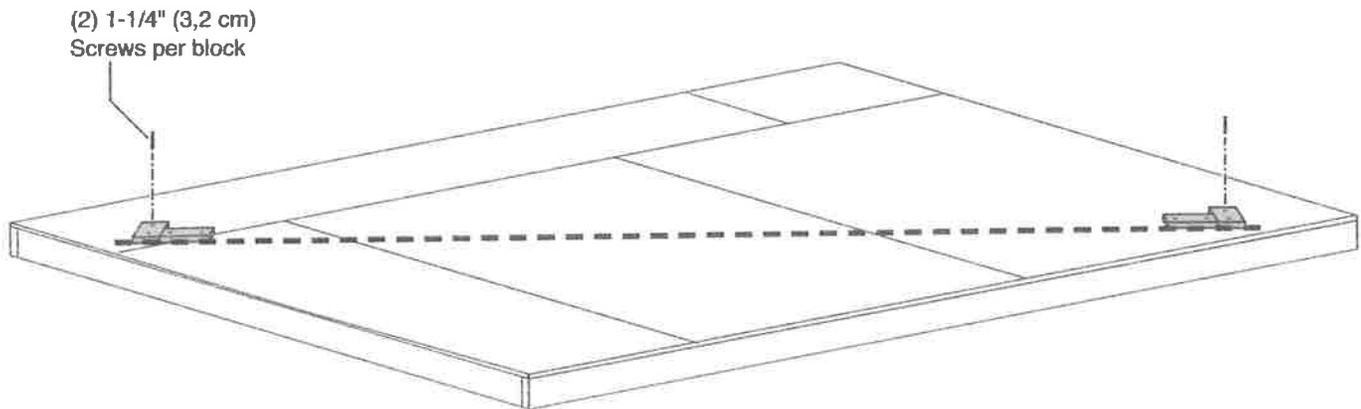
- 1 Build a **Jig** to ensure all **Rafters** are assembled the same.
- 2 Mark a straight line on the **Floor** from corner to corner.
- 3 Screw blocks in place to measurement shown.



FINISH

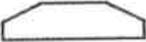
 **Make sure blocks are square and at 125" (317,5 cm)**

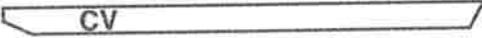
- 4 You have finished building a **Rafter Jig**.

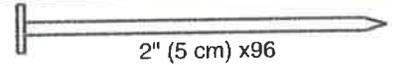


RAFTERS

PARTS REQUIRED:

x8  6 x 24" (15 x 61 cm)

x8  CV
2 x 4 x 65-7/8" (5 x 10 x 167 cm)



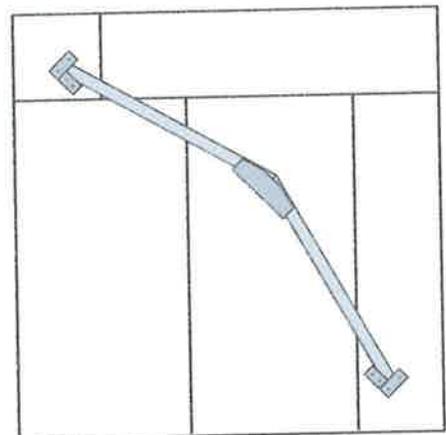
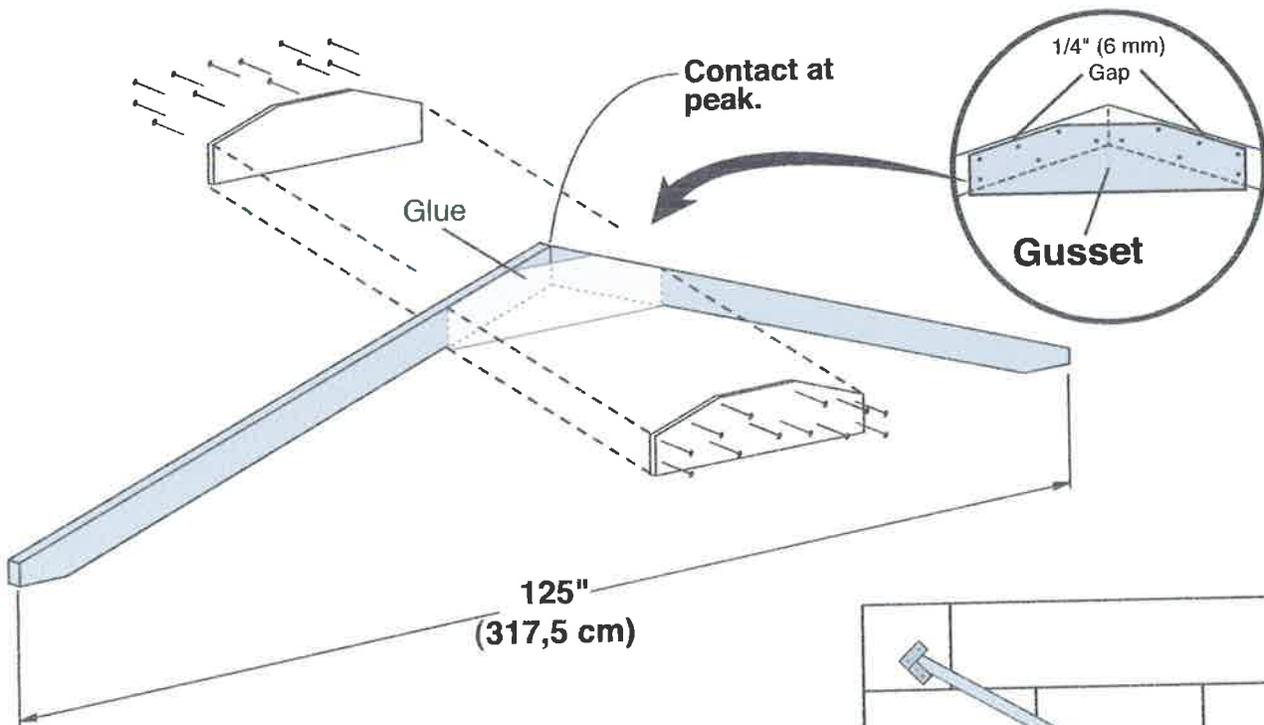
✓ BEGIN

- 1 Place two rafter halves **CV** on floor jig. You will assemble (4) rafters.
- 2  **Rafters should touch at peak.** Apply glue on gusset and place on rafters.
- 3 Nail gusset onto rafter using 2" nails, staggered, as shown.
- 4 Flip over rafter assembly and glue and nail gusset to back side.
- 5 Repeat steps 1-4 to build three more assemblies.



◆ FINISH

- 6 Unscrew jig and save blocks. Set aside rafters and proceed to building your back wall.

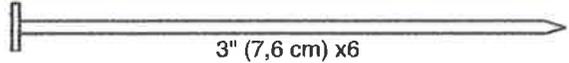


Use Jig to assemble Rafters.

BACK WALL FRAME

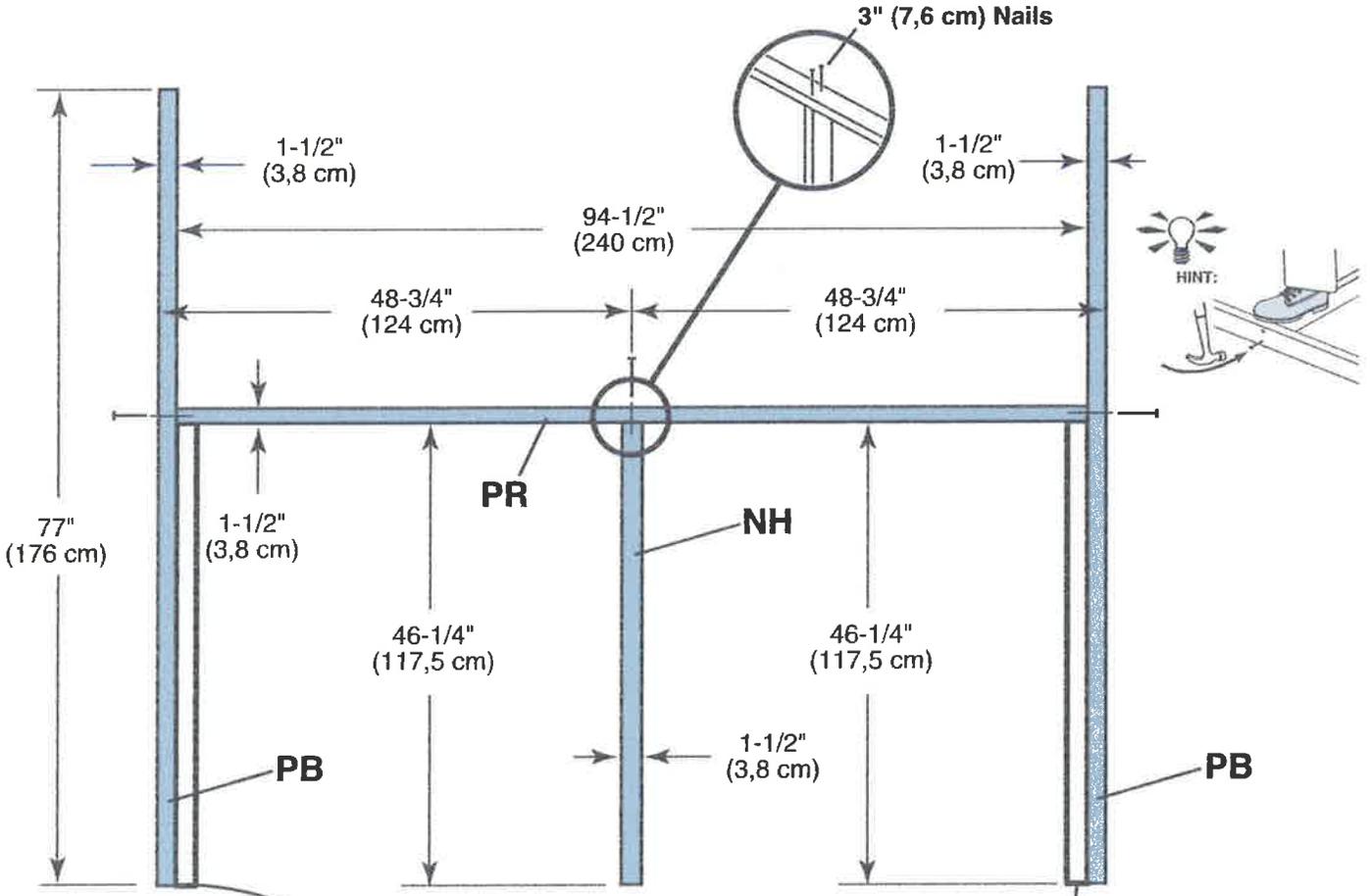
PARTS REQUIRED:

- x1 **NH**
2 x 3 x 46-1/4" (5 x 7,6 x 117,5 cm)
- x2 **PB**
2 x 3 x 77" (5 x 7,6 x 196 cm)
- x1 **PR**
2 x 3 x 94-1/2" (5 x 7,6 x 240 cm)



✓ BEGIN

- 1 Orient parts on edge on floor as shown.
- 2 Nail using two 3" nails at each connection.



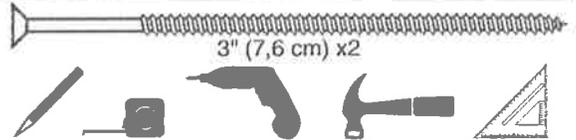
Use NH as a guide to locate PB. (Do not nail.)

BACK WALL FRAME

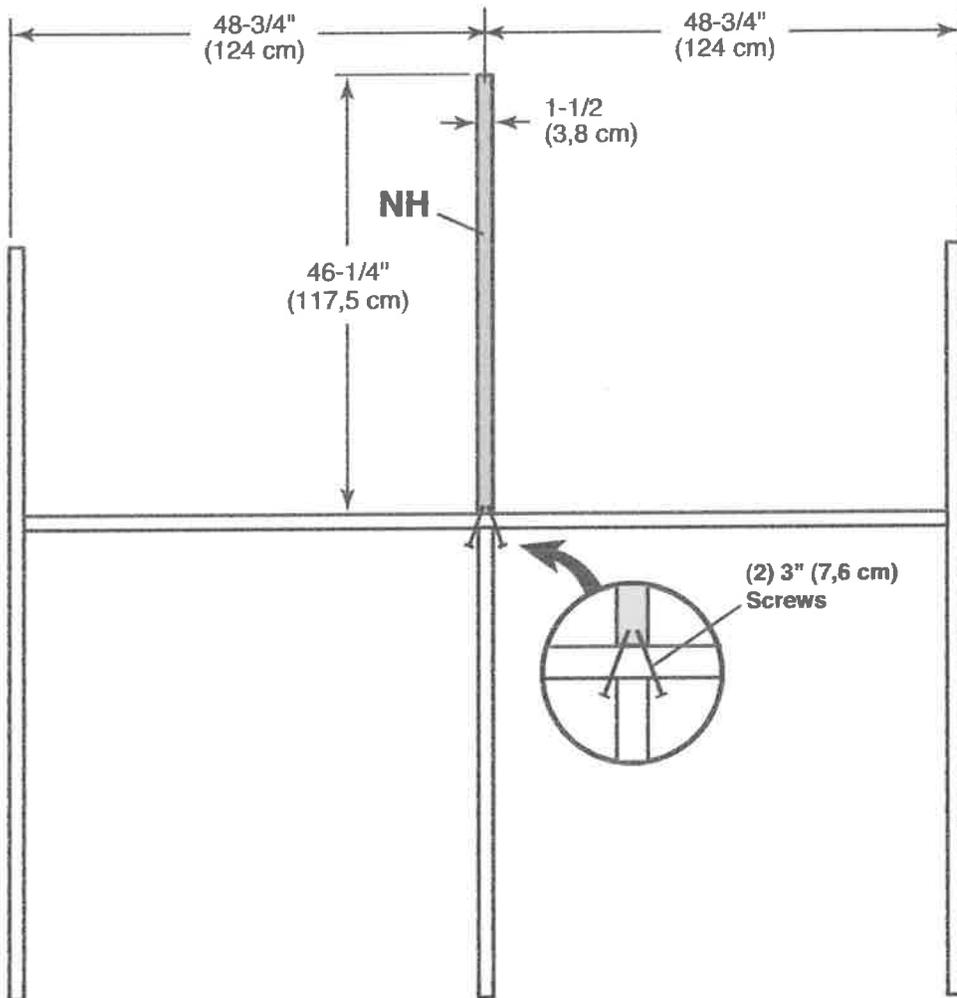
79

PARTS REQUIRED:

x1 **NH**
2 x 3 x 46-1/4" (5 x 7,6 x 117,5 cm)



- 3 Orient parts on edge on floor as shown.
 - 4 Use two 3" screws at middle connection.
- FINISH**
- 5 You have finished building your back wall frame.



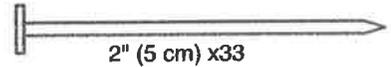
BACK WALL PANELS

PARTS REQUIRED:

x1



3/8 x 48 x 96"
(1 x 122 x 244 cm)



GAA
3/4" GAUGE
BLOCK

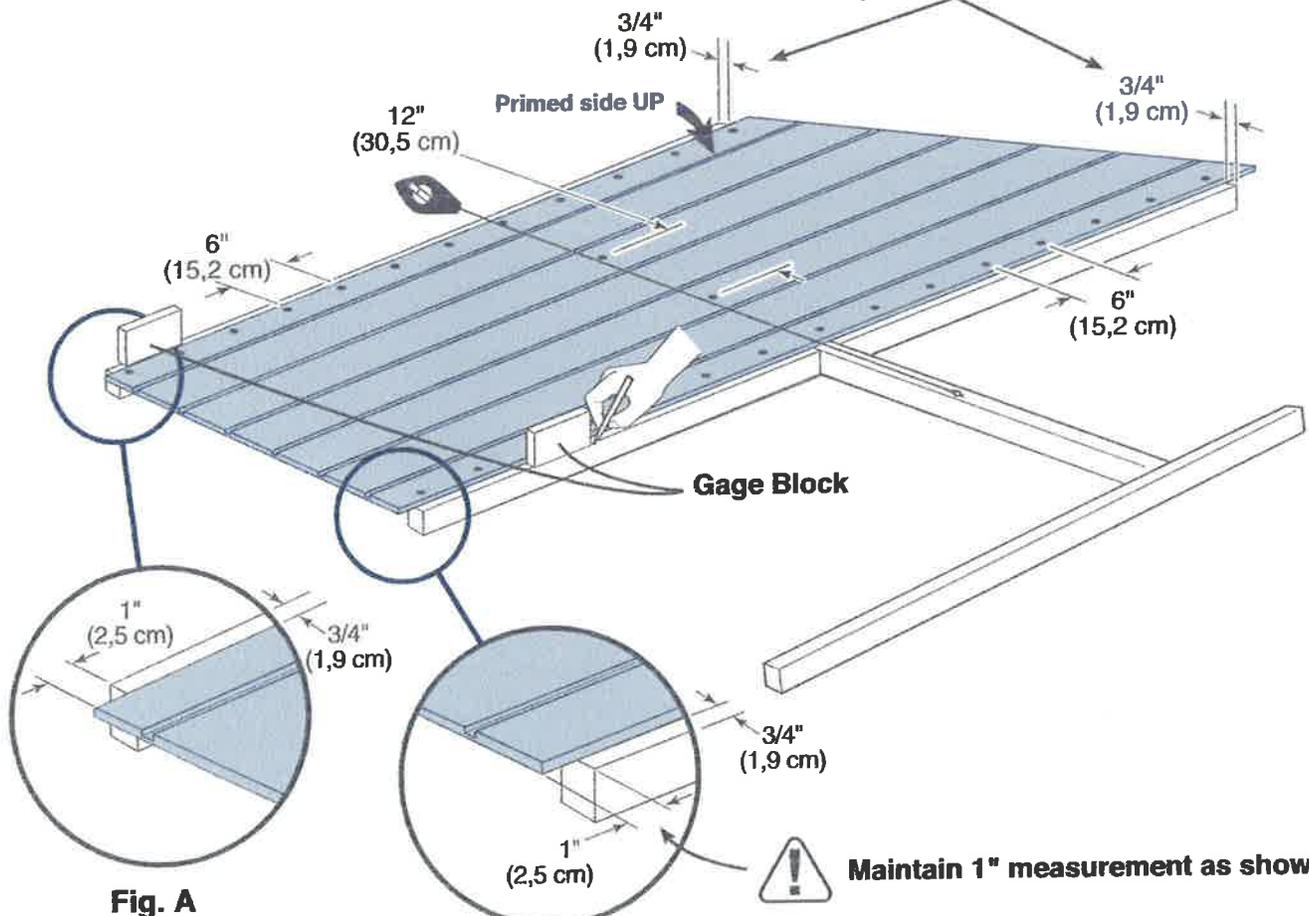


✓ BEGIN

- 1 Place **LEFT** panel on back frame as shown with primed side facing up.
- 2 Use a 3/4" gauge block at edges of panel. **!** Be sure to maintain 1" measurement between bottom edge of frame and bottom edge of panel (Fig. A, B).
- 3 Nail using 2" nails 6" apart on edges and 12" apart inside panel. **!** Do not nail in groove.

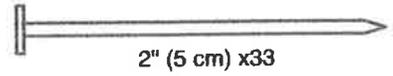
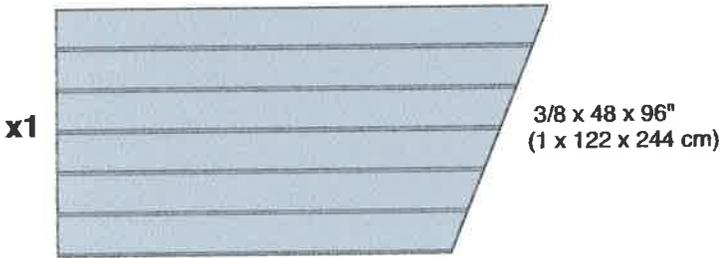


! For squareness maintain 3/4" measurement along panel edges.

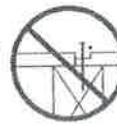


BACK WALL PANELS

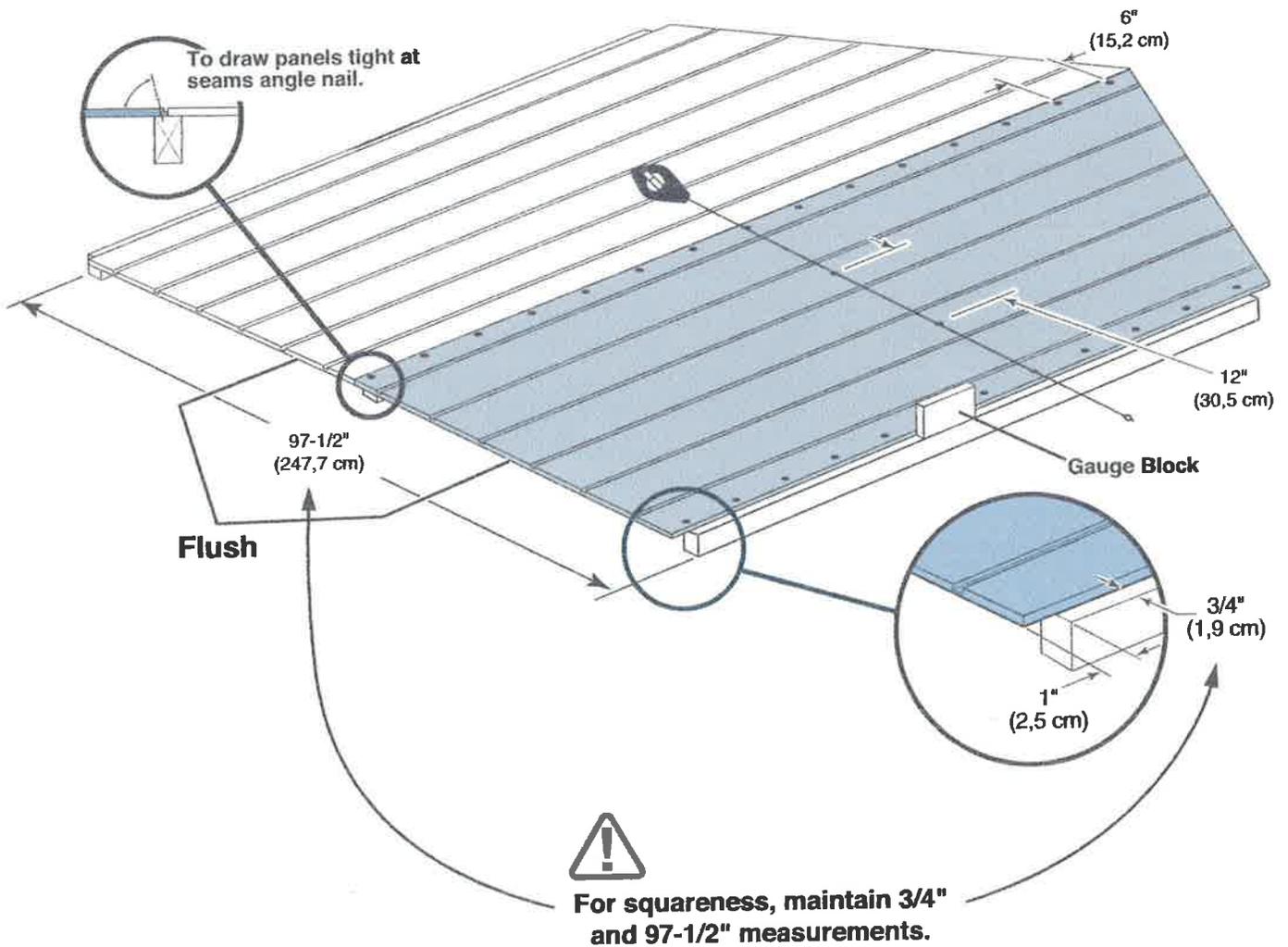
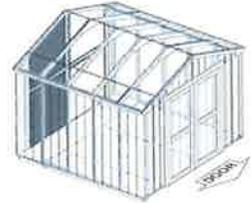
PARTS REQUIRED:



- 4 Place **RIGHT** panel on back frame as shown with primed side facing up.
- 5 Use a 3/4" gauge block at edges of panel.
- 6 Nail using 2" nails 6" apart on edges and 12" apart inside panel.
- 7 Proceed to building your wing wall panels.

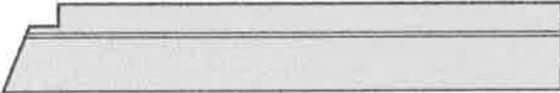
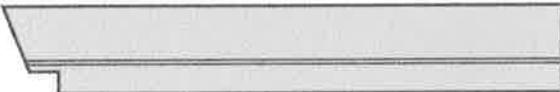


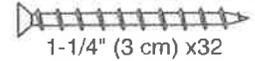
**Do not nail
in groove.**



WING WALL PANELS

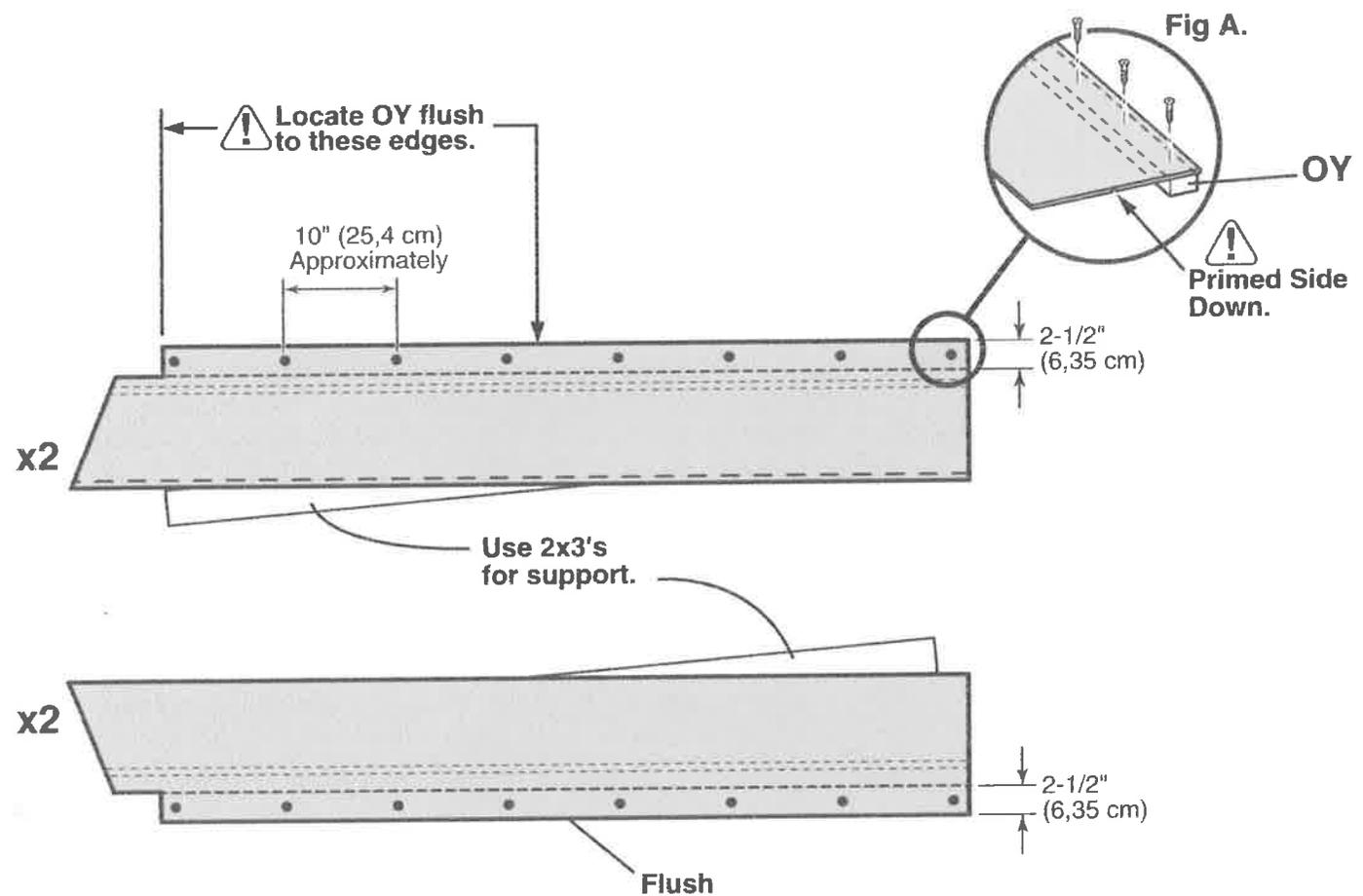
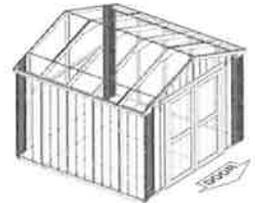
PARTS REQUIRED:

- x2  RIGHT
- x2  LEFT
- x4  OY
2 x 3 x 72" (5 x 7,6 x 183 cm)



✓ BEGIN

- 1 You will assemble **TWO RIGHT** and **TWO LEFT** wing walls.
- 2 Place OY on floor.  Place a wing wall panel **primed side down** onto OY (Fig. A) and flush to panel edges as shown.
- 3 Secure flush to edges using eight 1-1/4 screws 10" apart.
- 4 You have finished building two sets of wing wall assemblies. Set **ONE LEFT** and **ONE RIGHT** aside. Continue building your back wall.





+0v54w8

Y°Sf ■ āτ, -τ9+|| → °

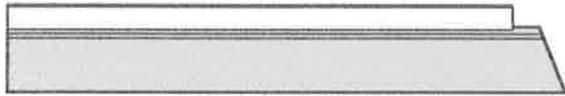
&8 x/3 ▲ ° f ■ ēα-τ ▲

,0v56wx

BACK WALL PANELS

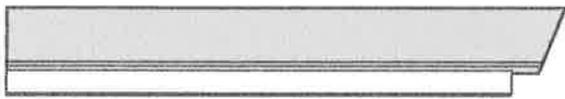
PARTS REQUIRED:

x1

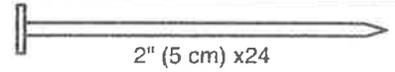


Pre-assembled
LEFT

x1



Pre-assembled
RIGHT

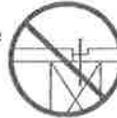


2" (5 cm) x24



5 Place wing wall assemblies onto frame with bottom of panels flush.

6 Nail left and right wing wall assemblies onto back wall frame using 2" nails 6" apart.

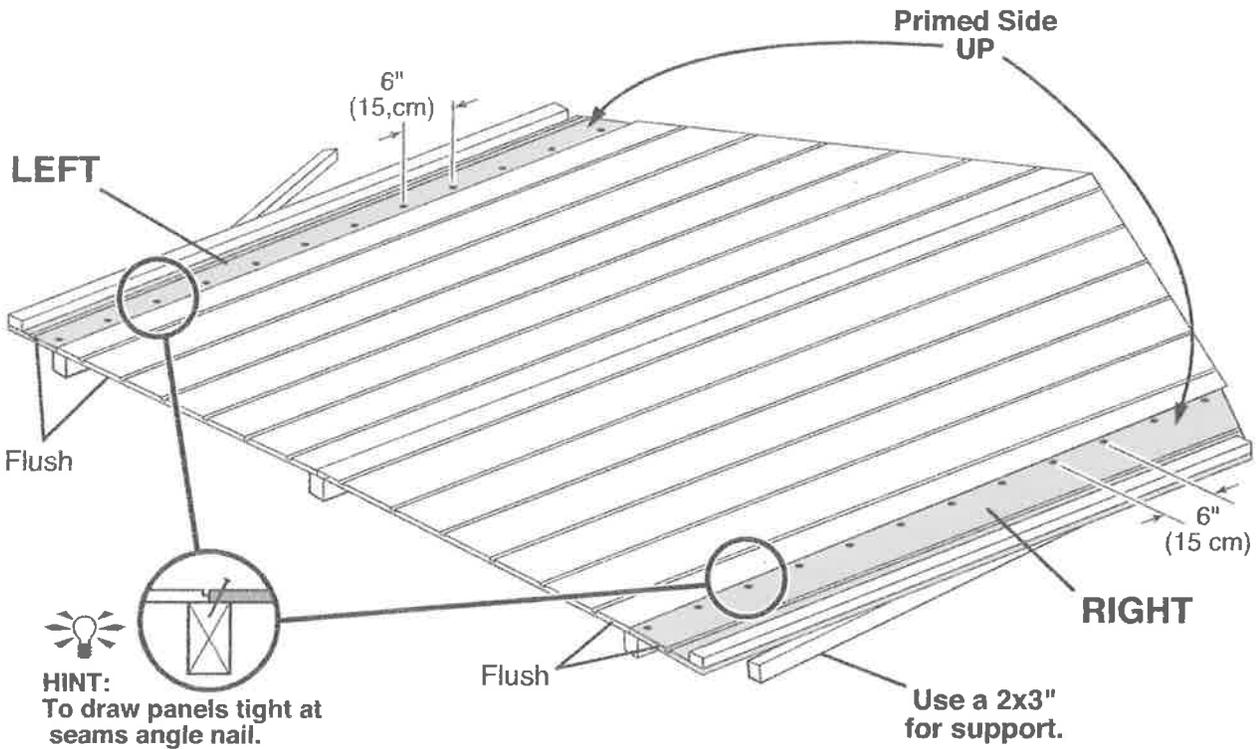


!
Do not nail
in groove.



FINISH

7 You have finished attaching your wing walls.

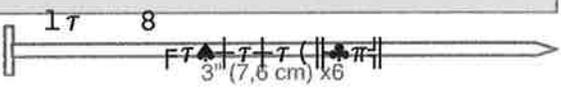


wx

ü8

FRONT WALL FRAME

▲+Σ ≈ #ÅÉ|| Γ|| *Γ|| · =*ÇΔ ||#!°!°° 0v79w



x1 2 x 3 x 22-1/8" (5 x 7,6 x 56 cm)

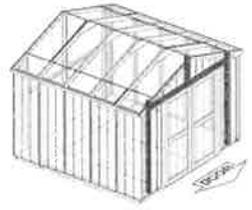
x2 **PB**
2 x 3 x 77" (5 x 7,6 x 196 cm)

x1 **PR**
2 x 3 x 94-1/2" (5 x 7,6 x 240 cm)



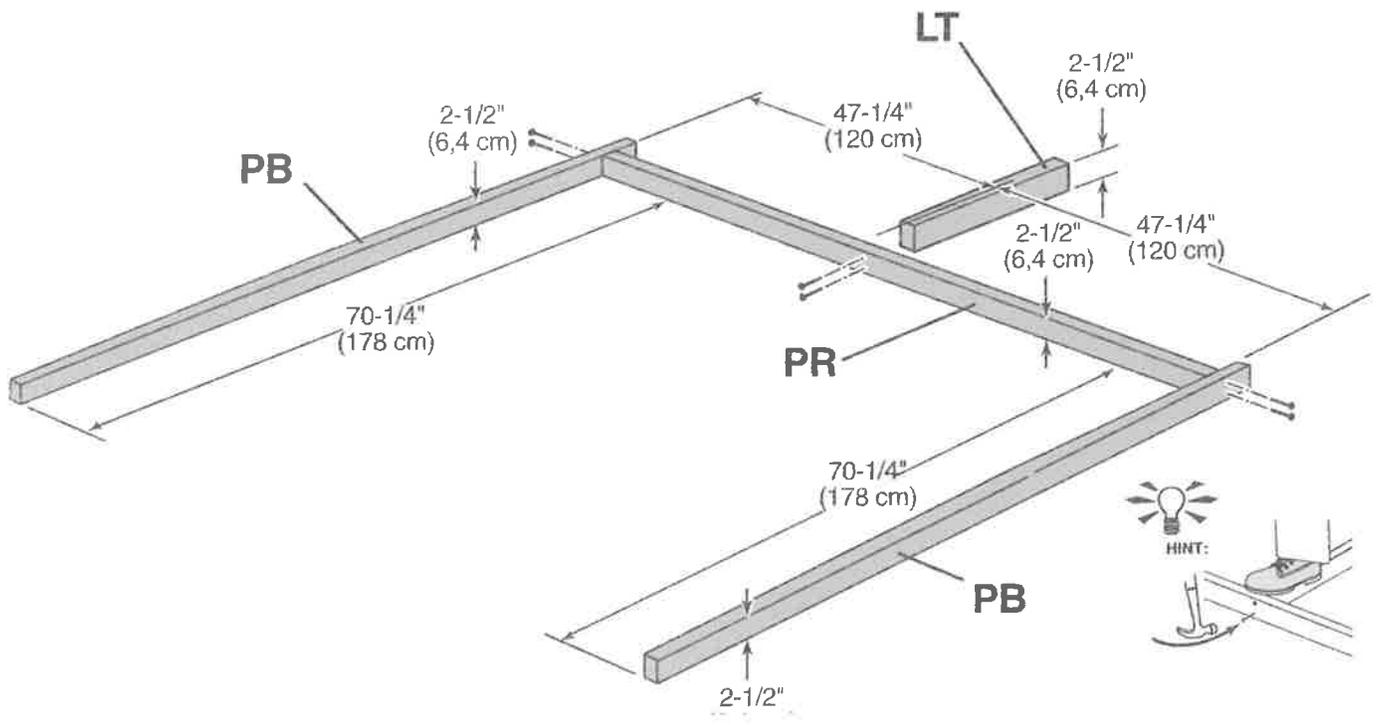
✓ BEGIN

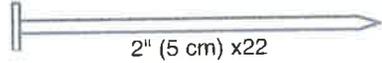
- 1 Lay out two **PB**, one **PR** and one **LT** on edge on floor.
- 2 Nail two **PB** to **PR** with two 3" nails at each end.
- 3 Ensure **LT** is centered with **PR** and nail in place with two 3" nails.



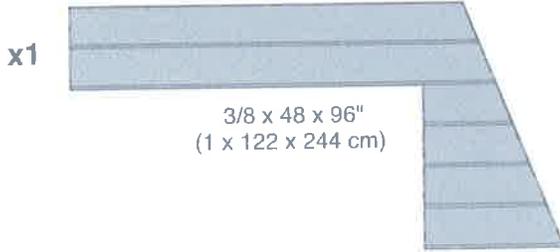
FINISH

- 4 You have finished building your Front Wall Frame.



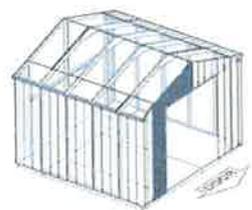


PARTS REQUIRED:



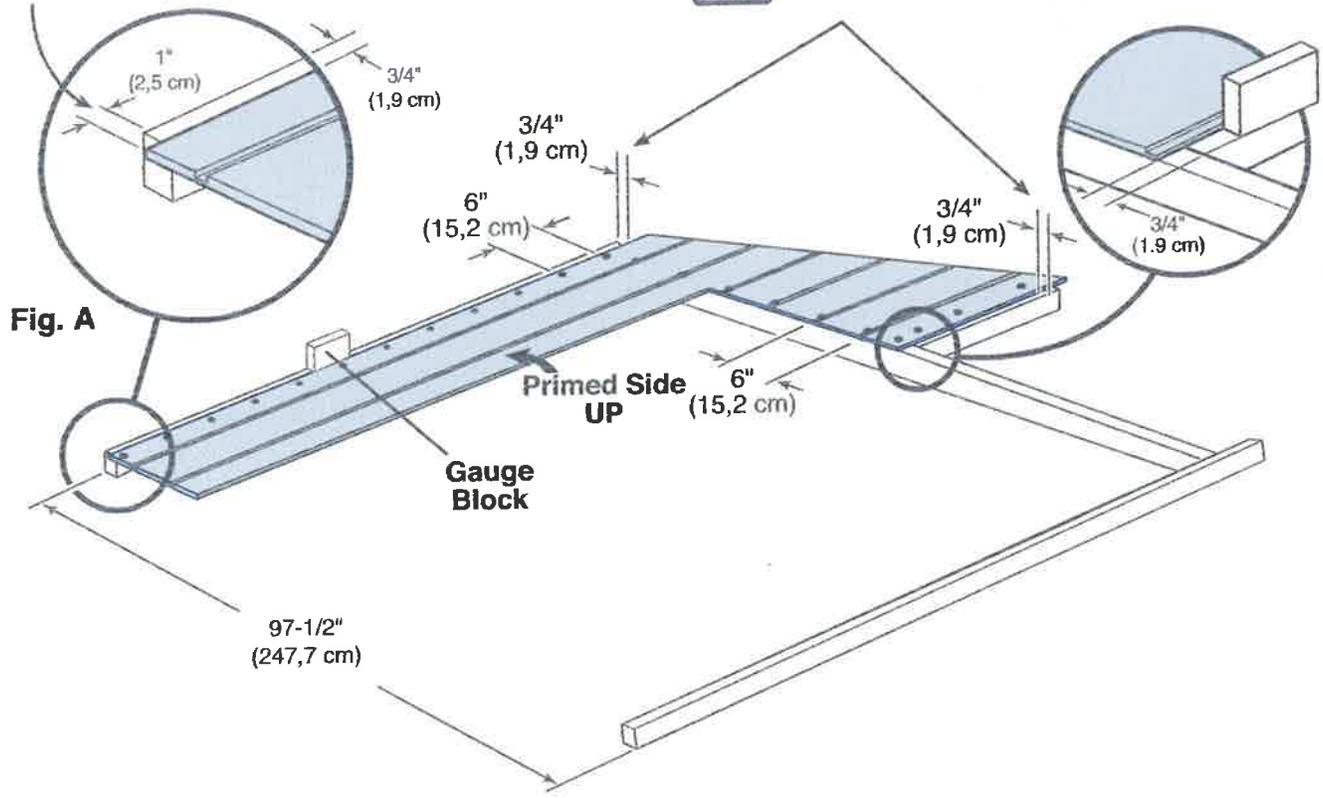
BEGIN

- 1 Place **LEFT** panel on front frame as shown with primed side up.
- 2 Use a 3/4" gauge block on edges of panel. Be sure to maintain 1" measurement between bottom edge of frame and bottom edge of panel (**Fig. A**).
- 3 Nail panel to frame with 2" nails 6" apart.



! Maintain 1" measurement as shown.

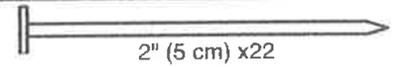
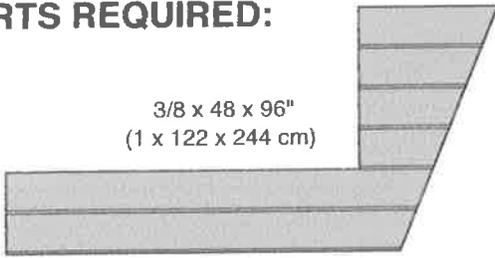
! For squareness, maintain 3/4" measurements along panel edges.



PARTS REQUIRED:

x1

3/8 x 48 x 96"
(1 x 122 x 244 cm)



GAA

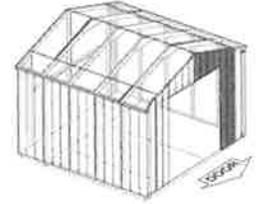
3/4" GAUGE BLOCK



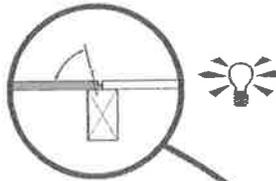
4 Place **RIGHT** panel on front frame primed side up.

5 Use a 3/4" gauge block on edges of panel.

6 Nail panel to frame with 2" nails 6" apart.



To draw panels tight at seams angle nail.



Panels Flush

Primed Side UP

Gauge Block

97-1/2"
(247,7 cm)

3/4"
(1,9 cm)

6"
(15,2 cm)

3/4"
(1,9 cm)

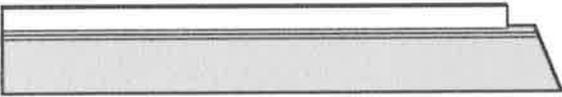
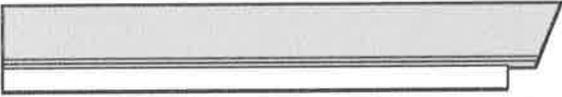
1"
(2,5 cm)

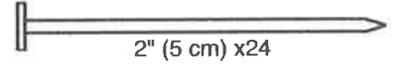


For squareness, maintain 3/4" and 97-1/2" measurements.

FRONT WALL PANELS

PARTS REQUIRED:

- x1  Pre-assembled **LEFT**
- x1  Pre-assembled **RIGHT**



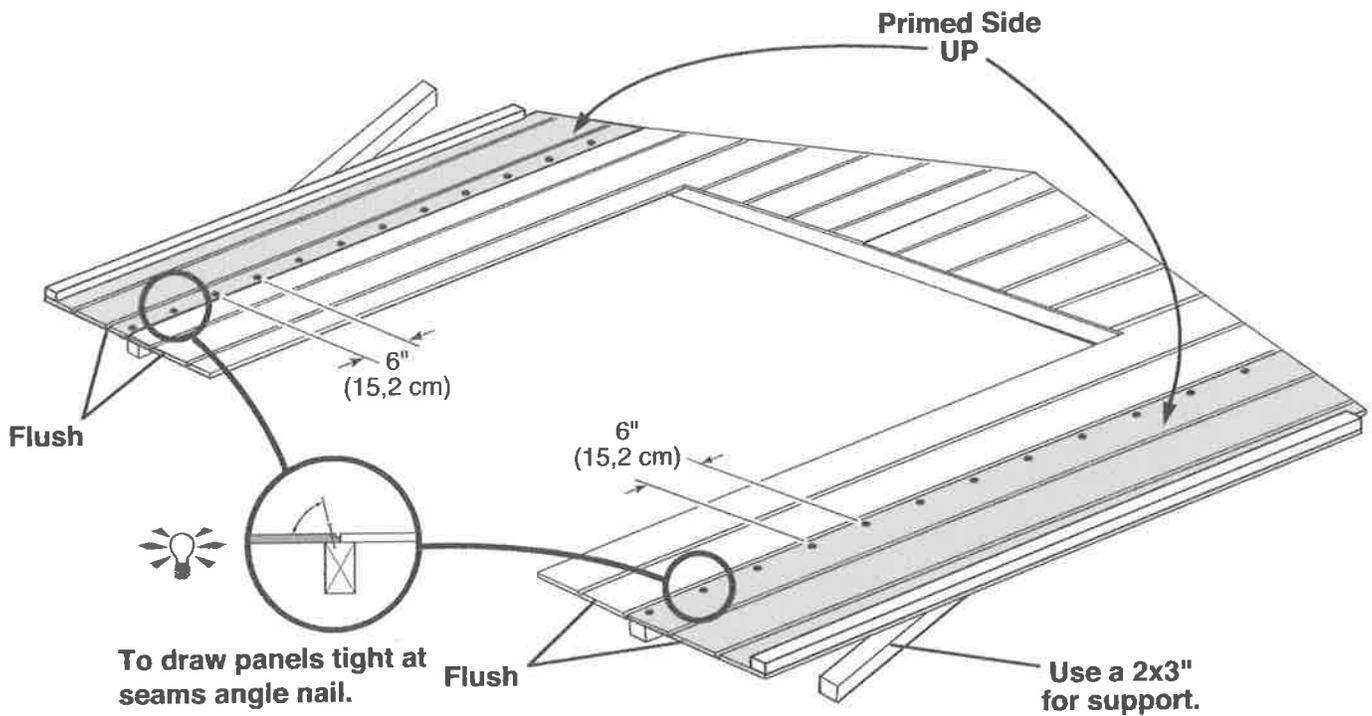
7 Place wing wall panels onto frame with bottom of panels flush.

8 Nail left and right wing wall assemblies using 2" nails 6" apart.



FINISH

9 You have finished attaching your wing walls.



SIDE WALL FRAMES

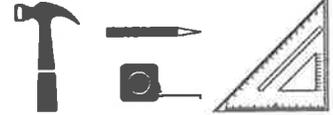
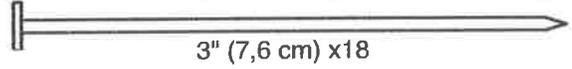
PARTS REQUIRED:

x2 **NH**
2 x 3 x 46-1/4" (5 x 7,6 x 117,5 cm)

x8 **OV**
2 x 3 x 69" (5 x 7,6 x 175 cm)

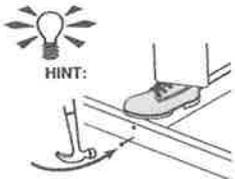
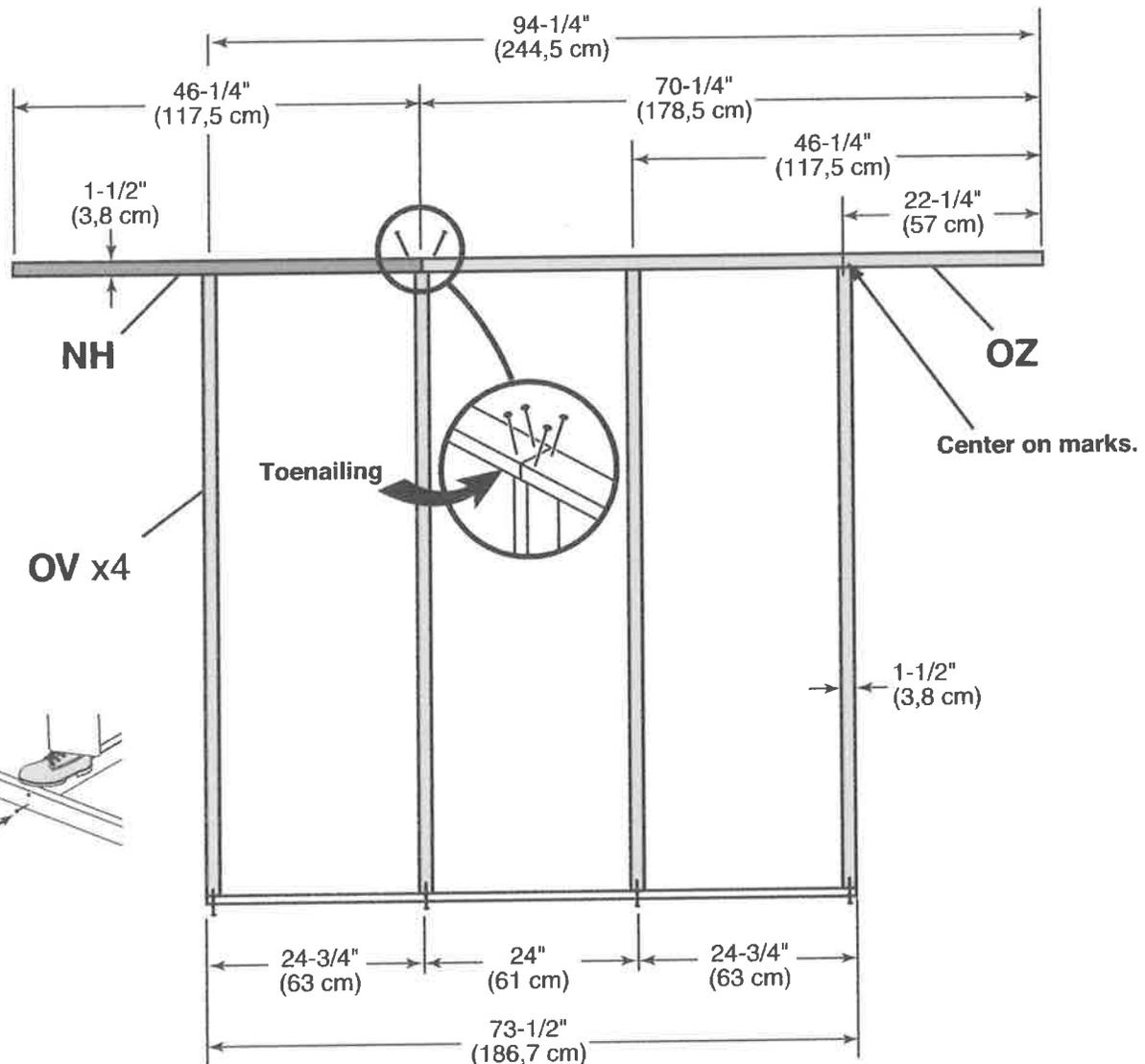
x2 **OZ**
2" x 3" x 70-1/4" (5 x 7,6 x 178,4 cm)

x2
7/16 x 2-1/2 x 73-1/2" (1,1 x 6,3 x 187 cm)



✓ BEGIN

- 1 Orient parts on edge on floor. Measure and mark from end of boards.
IMPORTANT! You will build two walls the same.
- 2 Use two 3" nails at each mark.



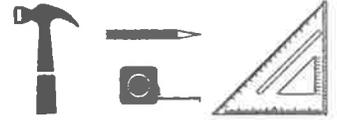
SIDE WALL FRAME- SOFFIT

PARTS REQUIRED:

x2 
 3/8 x 5 x 21-1/4" (0,9 x 12,7 x 54 cm)

x2 
 3/8 x 5 x 96" (0,9 x 12,7 x 244 cm)

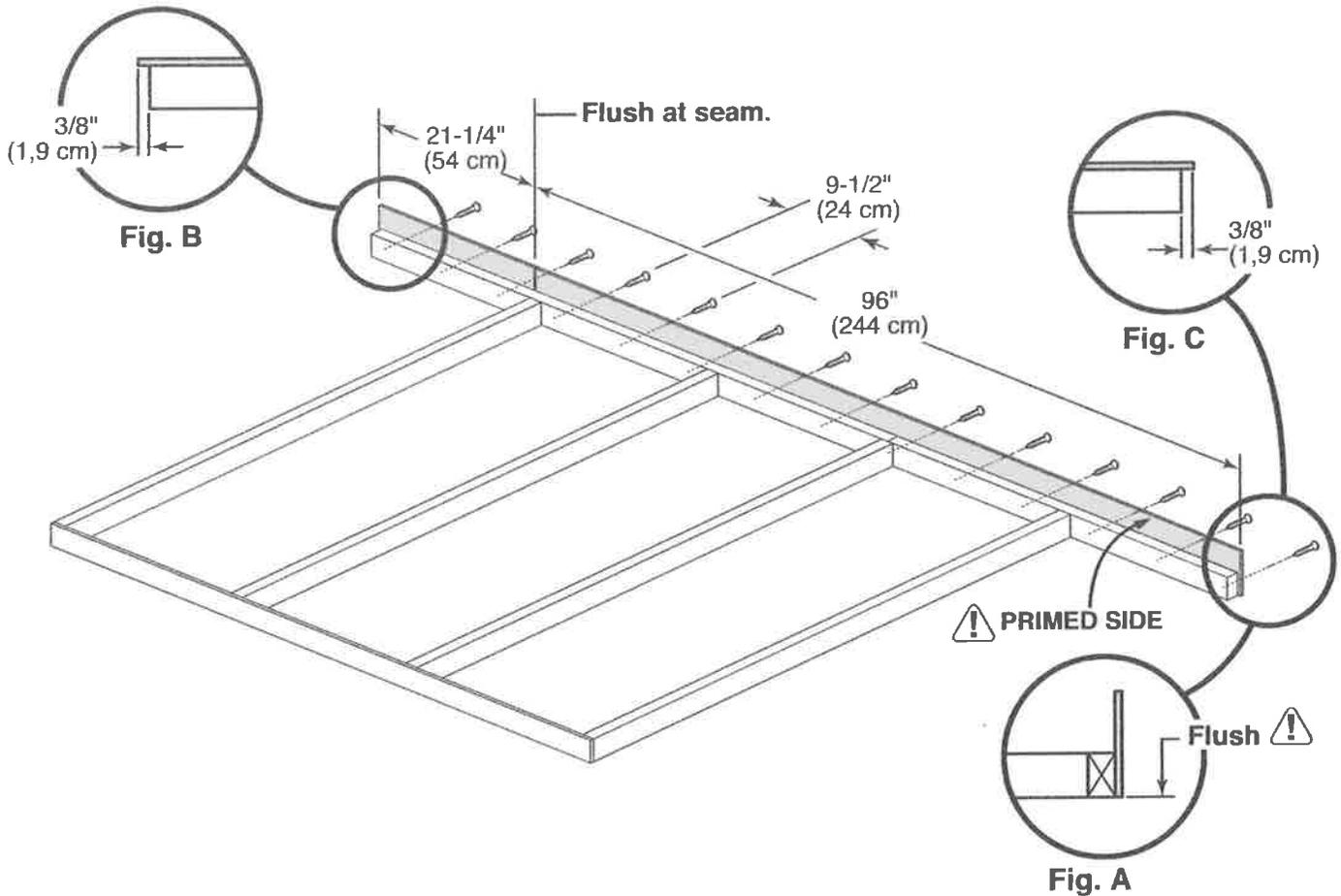

 1-1/4" (3,2 cm) x28



3 Place panels onto 2x3 with primed side against 2x3 (Fig A).

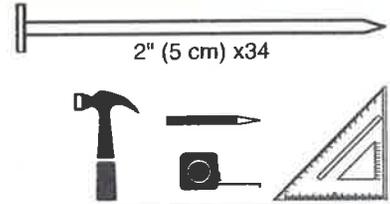
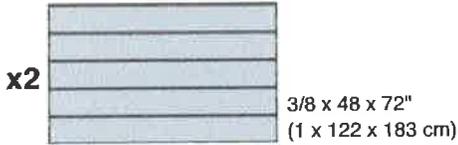
 Keep panels flush along entire edge of 2x3 top plate (Fig A).

4 Attach soffit panels flush to 2x3 (Fig A) and with 3/8" offset at ends (Fig. B, C) using fourteen 1-1/4" screws.



SIDE WALL PANELS

PARTS REQUIRED:



Ensure your wall frame is square by installing one panel and squaring frame.

5

Place the 48 x 72" panel onto wall frame with primed side up as shown. Note the lip and square edges.

Use the gauge block to mark the 3/4" measurement on the wall stud. Locate the panel flush under the soffit panel. Secure panel with two 2" nails in the corners (Fig. A).



6

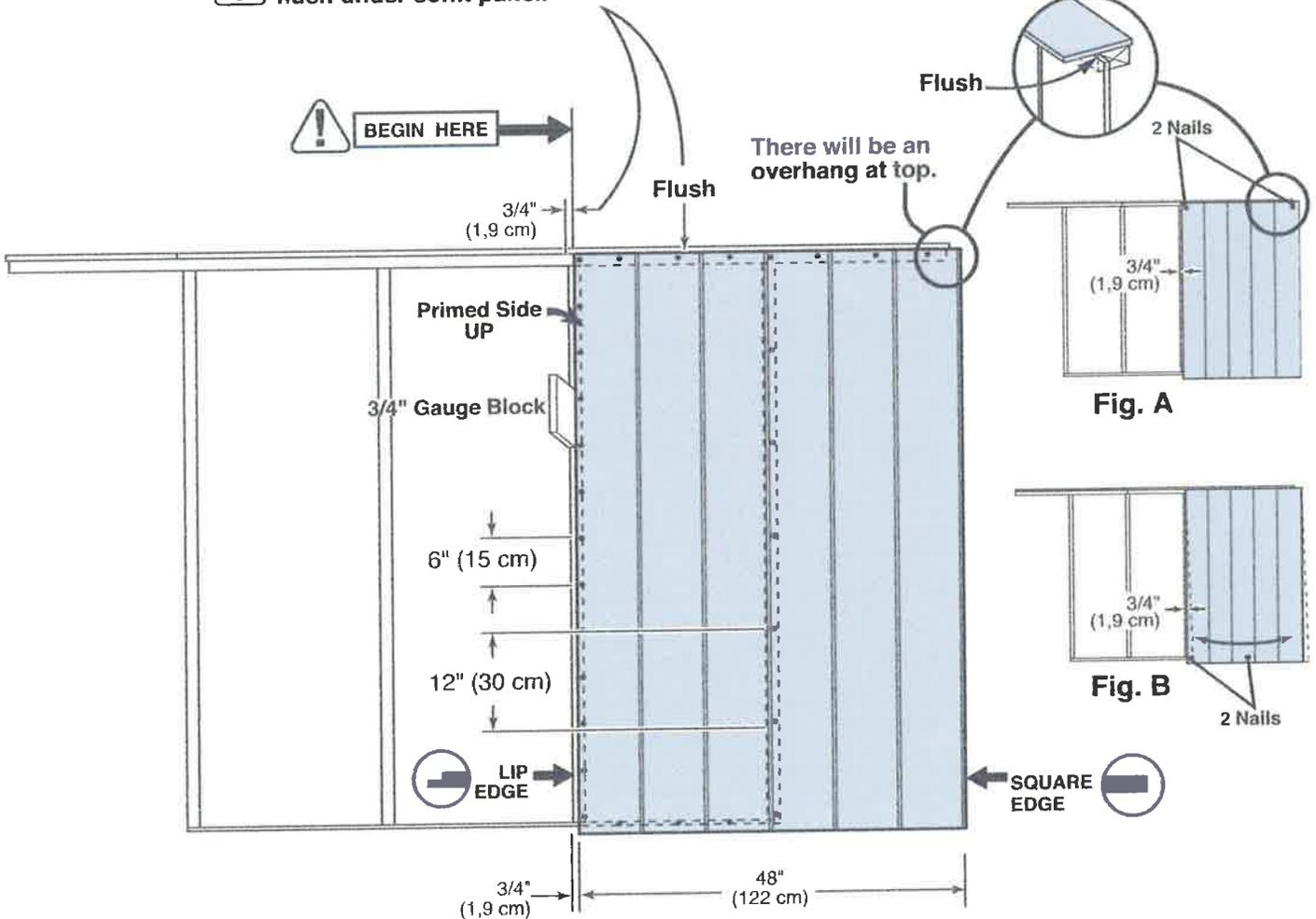
Move to the opposite end. Using the long edge of the panel as a lever move the panel side-to-side until you have a 3/4" measurement on the wall stud. Secure corner with two 2" nails.

7

Nail the panel using 2" nails 6" apart on edges and 12" apart inside panel.



For squareness maintain 3/4" and flush under soffit panel.

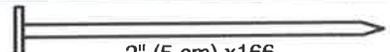


SIDE WALL PANELS

PARTS REQUIRED:

x2  3/8 x 23-7/8 x 72" x2
(1 x 61 x 183 cm)

 3/8" x 48" x 72"
(1 x 122 x 183 cm)

 2" (5 cm) x166
 3/4" GAUGE BLOCK

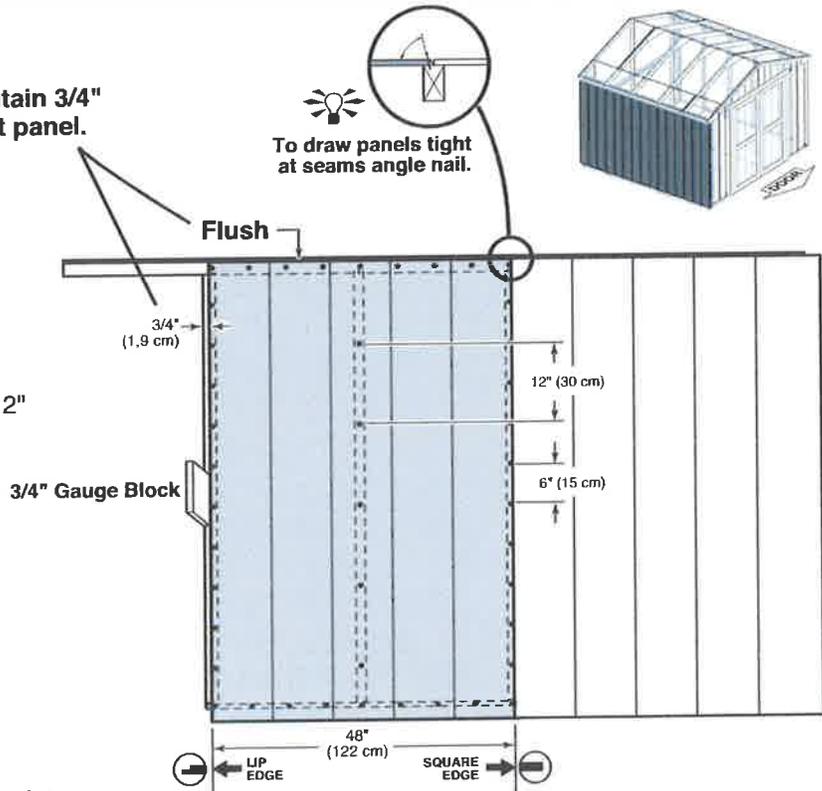

 For squareness maintain 3/4" and flush under soffit panel.

 To draw panels tight at seams angle nail.



8 Place 48" panel on frame as shown with primed side facing up. **NOTE THE SQUARE AND LIP EDGES.**

Nail using 2" nails 6" apart on edges and 12" apart inside panel.

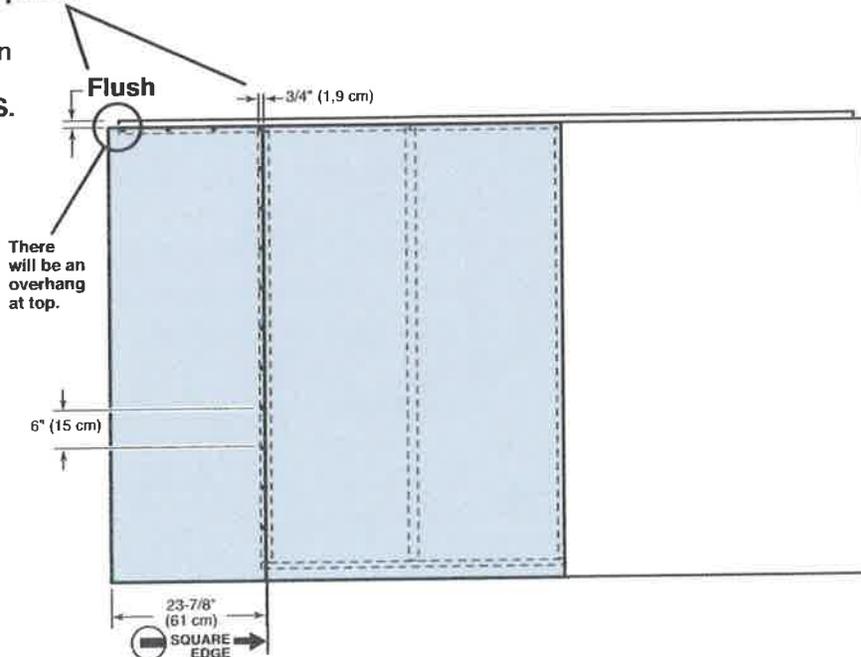
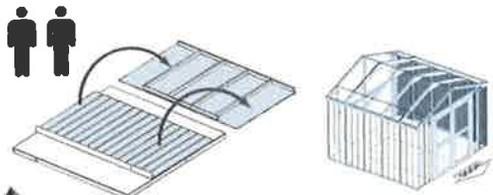


 For squareness maintain 3/4" and flush under soffit panel.

9 Place 23-7/8" panel on frame as shown with primed side facing up. **NOTE THE SQUARE AND LIP EDGES.**

Nail using 2" nails 6" apart on edges.

Carefully flip your sidewall over. Repeat **STEPS 1-8** to assemble your second side wall.



 **FINISH**

10 You have finished building both of your side walls.

BACK WALL INSTALLATION

PARTS REQUIRED (TEMPORARY):

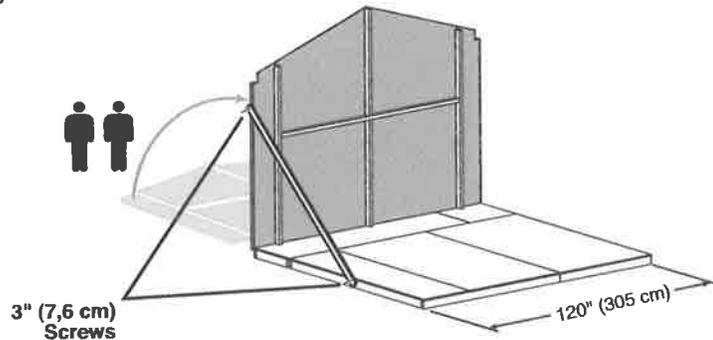
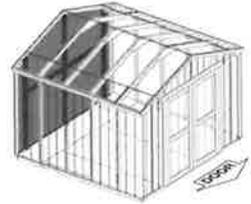
x1 **OO**
2 x 3 x 69" (5 x 7,6 x 175,3 cm)

3" (7,6 cm) x 8
2" (5 cm) x 24



✓ BEGIN

- 1 Center back wall assembly on the 120" (305 cm) floor dimension.
- 2 Use **OO** as a temporary brace. Secure with two 3" screws.

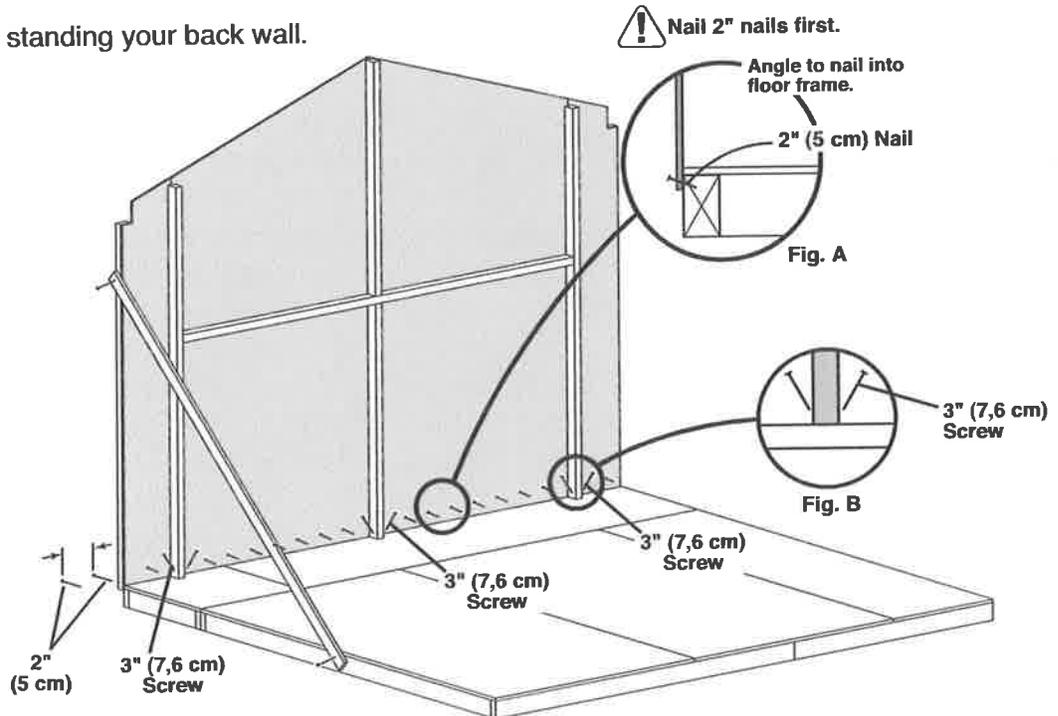


- 3 First, nail lower edge of panel to floor frame using 2" nails 6" apart. Angle nail to hit floor frame (**Fig. A**).
- 4 Screw back wall uprights to floor using two 3" screws (**Fig. B**).

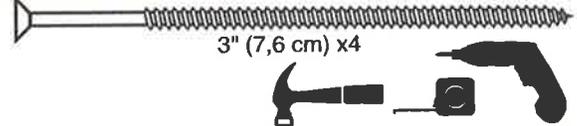
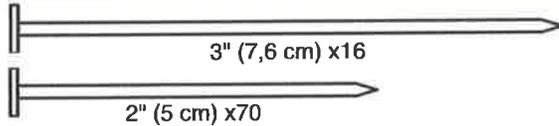


FINISH

- 5 You have finished standing your back wall.



SIDE WALLS INSTALLATION



BEGIN

Stand right sidewall on floor.



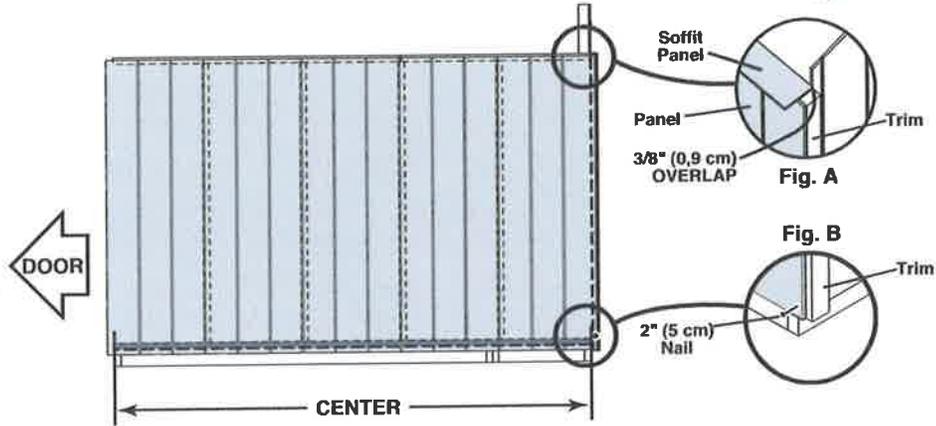
⚠ It is important to secure the sidewall in the following order.



- Center sidewall on floor front to back.

Rest the top of the sidewall so the soffit panel overlaps the backwall panel $\frac{3}{8}$ " (Fig. A).

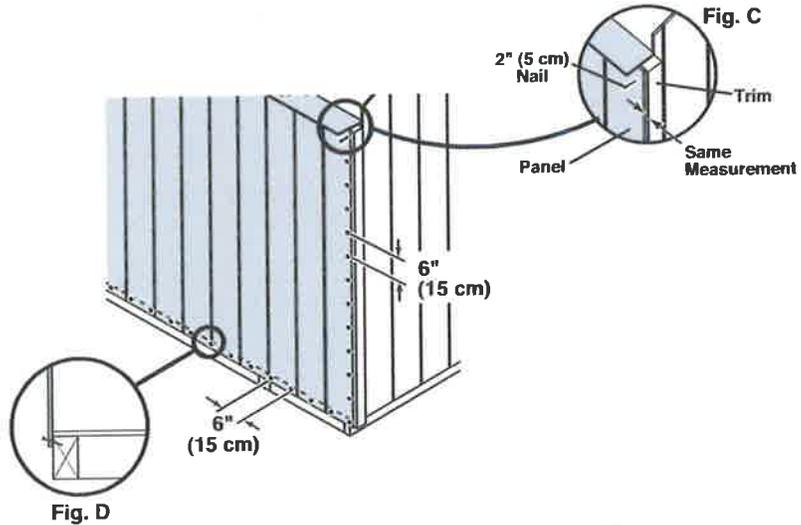
Nail the lower sidewall corner to the backwall trim with one 2" nail (Fig. B).



- Be sure the measurement between the panel edge and the trim is the same along the entire length. Then secure with one 2" nail in the upper corner (Fig. C).

Nail along the panel edge into the trim using 2" nails spaced 6" apart.

Nail along bottom of panel using 2" nails 6" apart. Angle nail to hit floor frame (Fig. D).

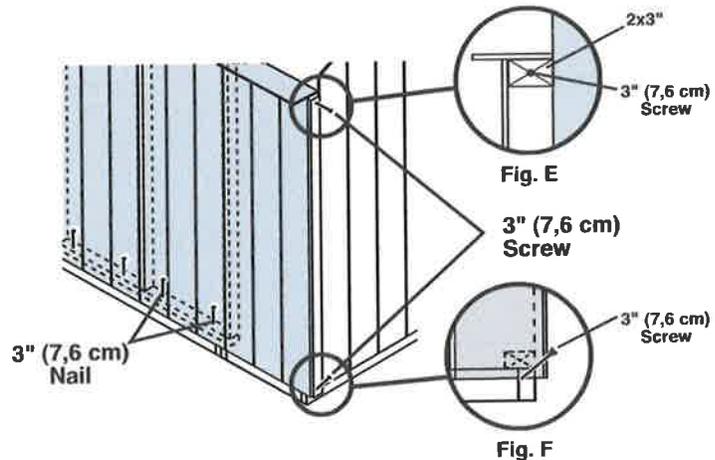


- Nail down the bottom plate using two 3" nails between the wall studs.

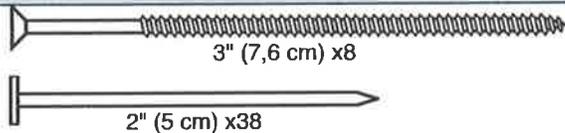
Screw through the backwall trim into the top and bottom plates using one 3" screw (Fig. E).

Screw through the backwall trim using one 3" screw. Angle screw to hit floor frame (Fig. F).

Repeat process to secure the left sidewall.



FRONT WALL INSTALLATION



✓ **BEGIN**

Stand frontwall on floor.



⚠ It is important to secure the frontwall in the following order.

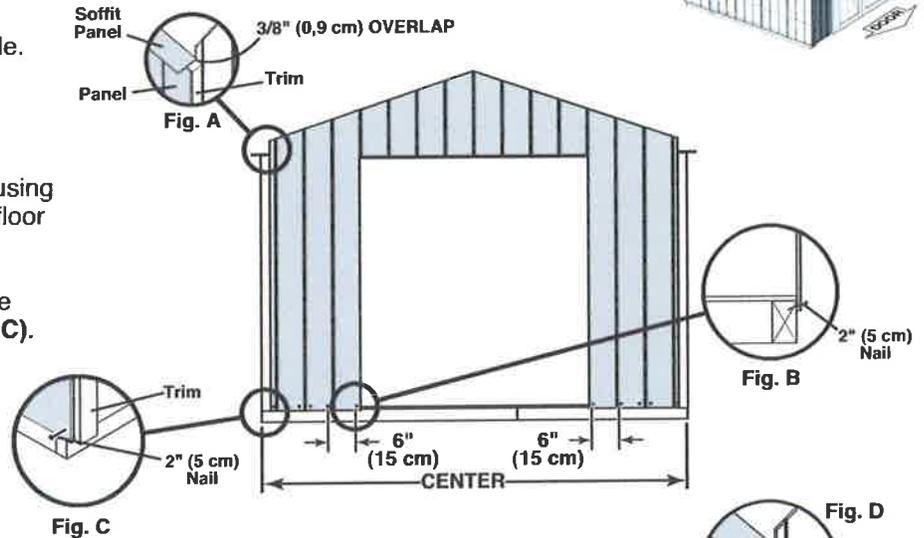


1 Center frontwall on floor side-to-side.

The sidewall soffit will overlap the frontwall 3/8" (**Fig. A**).

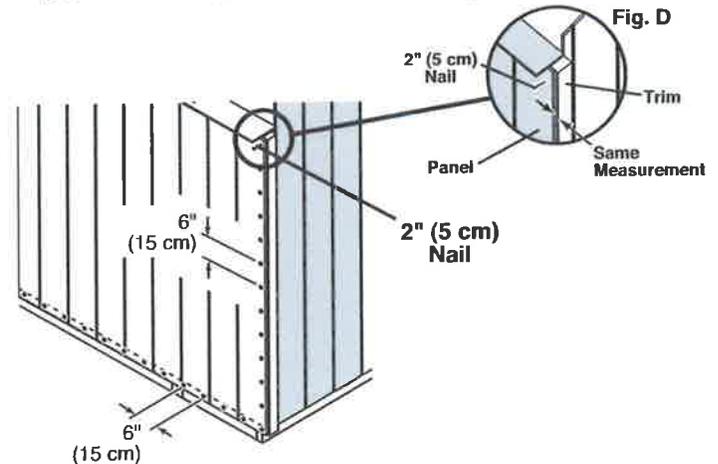
Nail the frontwall flush to the floor using 2" nails 6" apart. Angle nails to hit floor frame (**Fig. B**).

Nail the lower sidewall corner to the frontwall trim with one 2" nail (**Fig. C**).



2 Be sure the measurement between the panel edge and the trim is the same along the entire length. Then secure with one 2" nail in the upper corner (**Fig. D**).

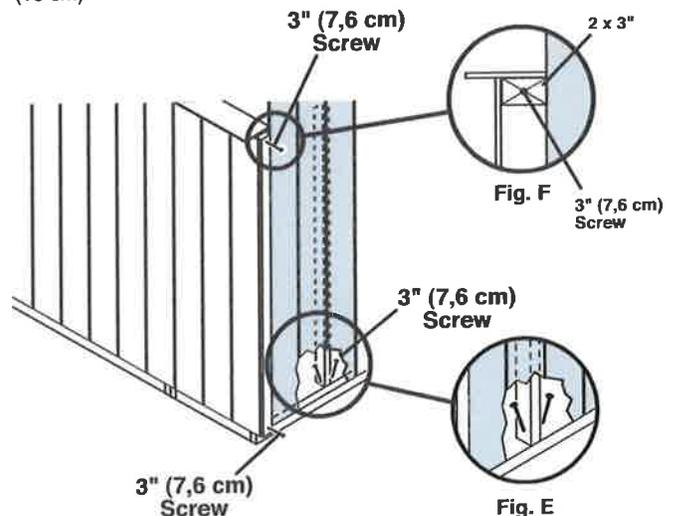
Nail along the panel edge into the trim using 2" nails spaced 6" apart.



3 Secure the frontwall frame using two 3" screws (**Fig. E**).

Screw through the frontwall trim into the top and bottom plates using one 3" screw (**Fig. F**).

Repeat process to secure the right side of the frontwall.



GABLE TRIM

PARTS REQUIRED:

x4 **CD**
2 x 3 x 54-5/16" (5 x 7,6 x 138 cm)

1-1/4" (3 cm) x24



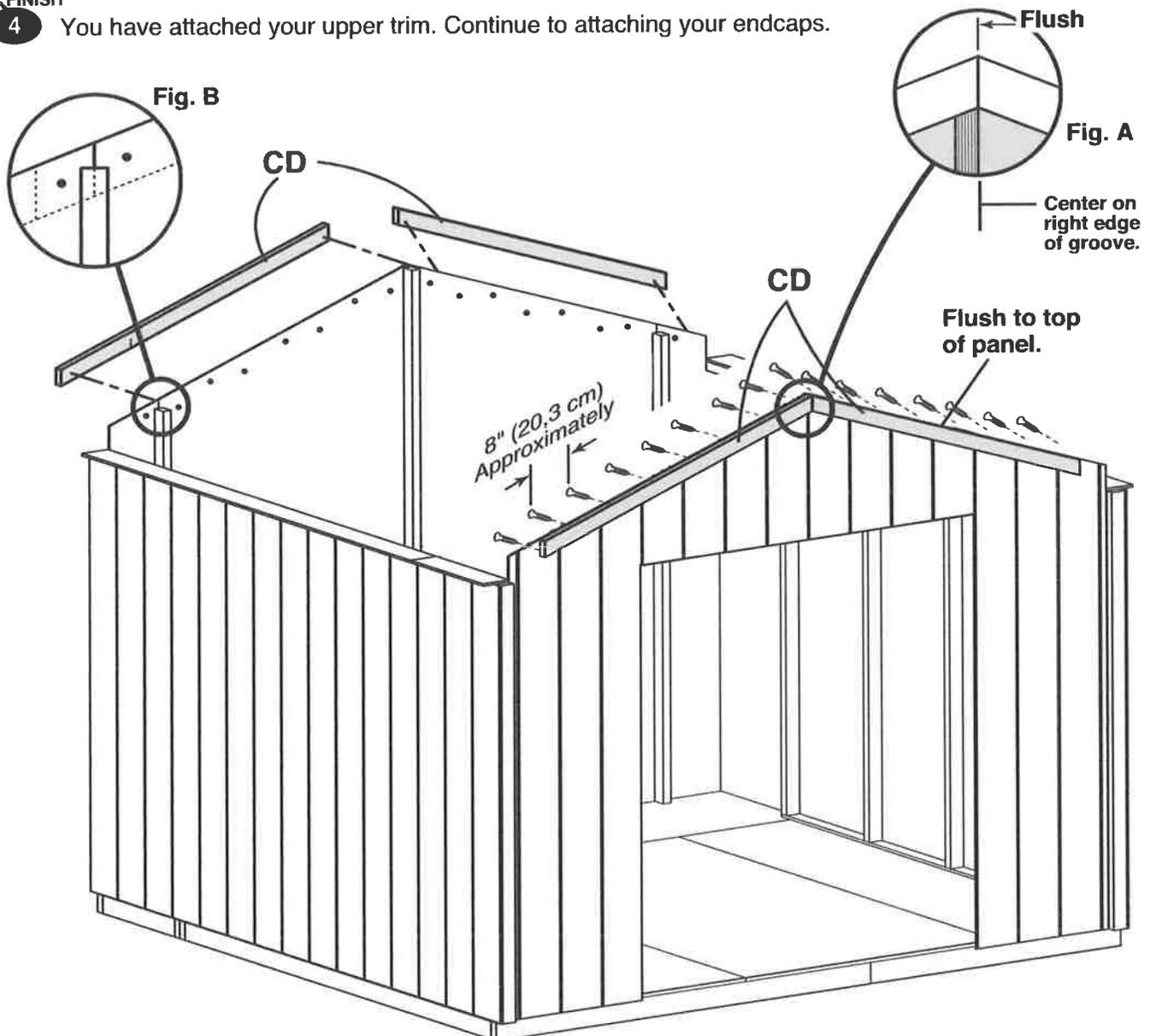
✓ BEGIN

- 1 Position one **CD** flush to front panel edge and center on right edge of groove (**Fig. A**). Attach trim with eight 1-1/4" screws from inside. Install two screws at seam (**Fig. B**).
- 2 Position second **CD** flush to panel edge and flush to **CD** already attached (**Fig. A**). Attach trim with eight 1-1/4" screws from inside. Install two screws at seam (**Fig. B**).
- 3 Repeat steps 1-2 to attach the back trim.



FINISH

- 4 You have attached your upper trim. Continue to attaching your endcaps.



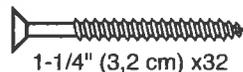
TRIM / ENDCAPS

PARTS REQUIRED:

x4 **GAA**
3/4 x 3-1/2 x 5" (1,9 x 9 x 12,7 cm)

x4 **GBZ**
3/4 x 3-1/2 x 8-1/2" (1,9 x 9 x 21,6 cm)

x4  3/4 x 6-1/4 x 11-7/8" (1,9 x 15,8 x 30 cm) **RIGHT PAINTED RED**
LEFT PAINTED GREEN



✓ BEGIN

1 Glue 5" and 8-1/2" boards onto endcaps, and fasten with 1-1/4" screws, as shown.

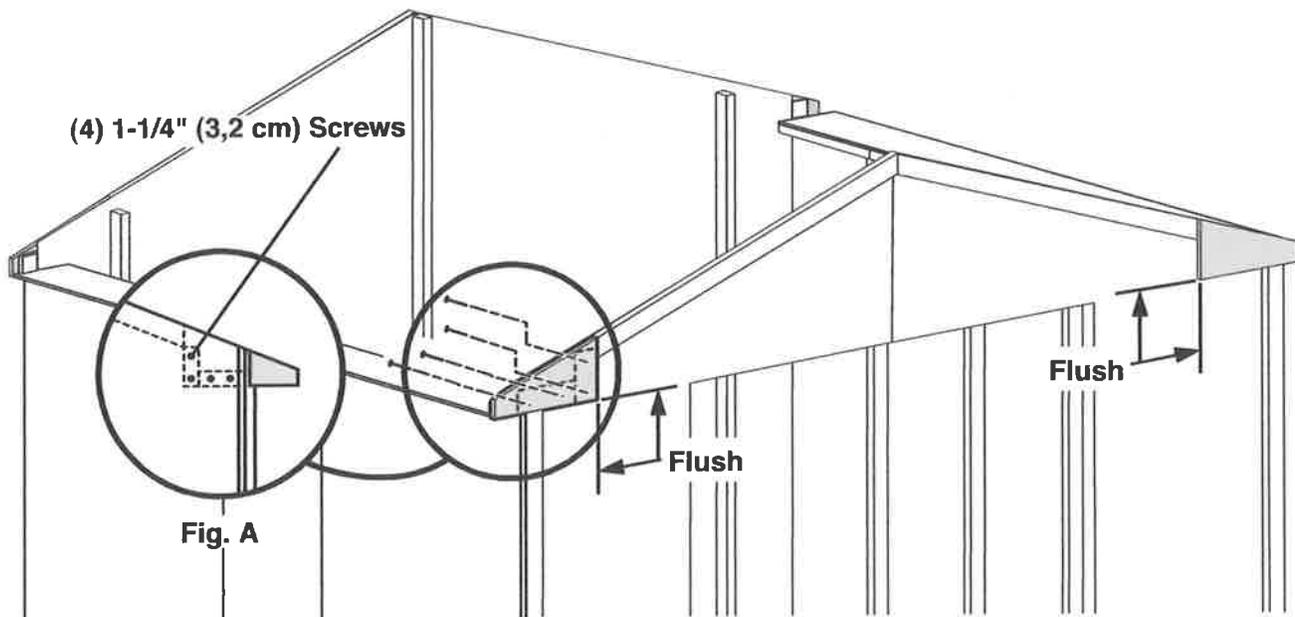
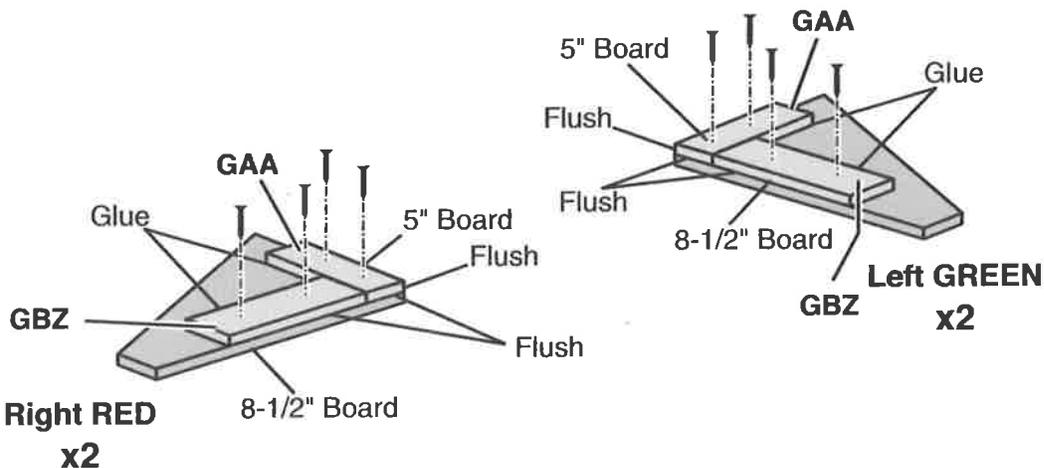
2 Repeat steps to build two more endcaps.

3 Locate endcaps flush with upper trim and corner trim and attach each endcap from inside of shed using four 1-1/4" screws as shown (**Fig. A**).



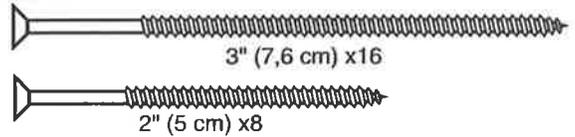
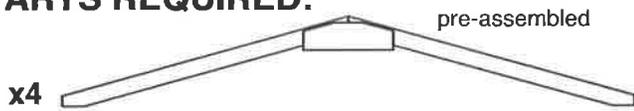
FINISH

4 You have attached your endcaps.



RAFTERS

PARTS REQUIRED:



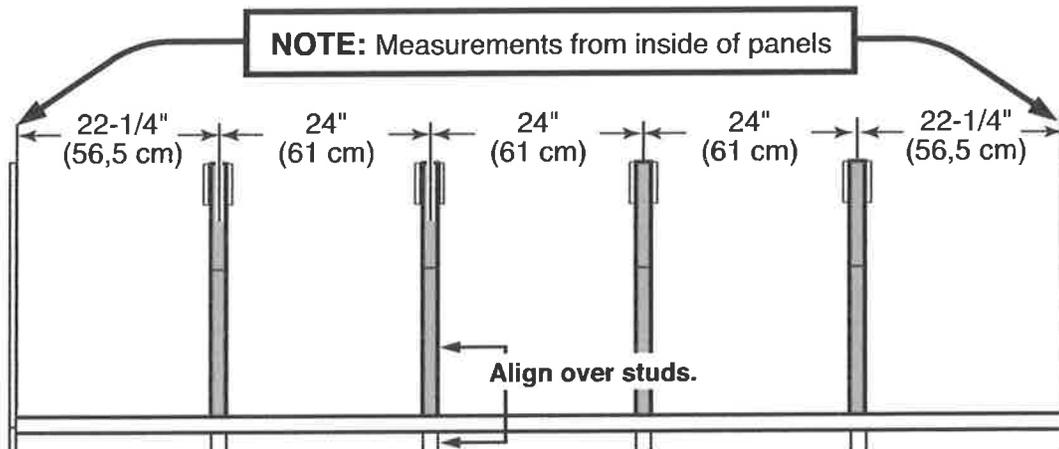
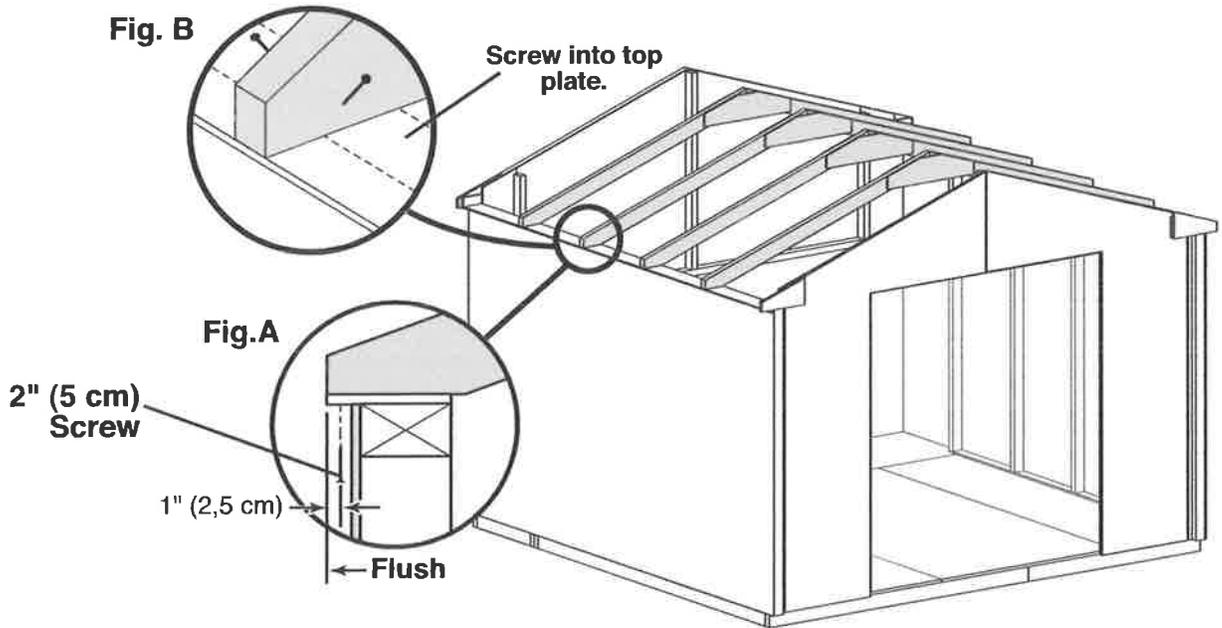
✓ BEGIN

- 1 Locate rafters directly over studs and flush to overhang in wall frame (**Fig. A**). Check that you have the measurements shown. Screw through soffit panel into rafters using one 2" screw (**Fig. A**).
- 2 Attach with two 3" screws at each end (**Fig. B**). Re-tighten 2" screws if necessary.
- 3 Repeat steps to attach 4 rafters.



FINISH

- 4 You have attached your rafters.



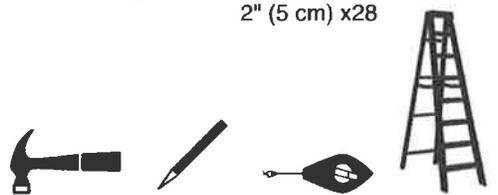
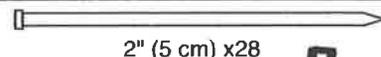
Maintain the measurements between rafters.

TRIM

PARTS REQUIRED:

x2 **DN**
1 x 3 x 23-1/4" (2,5 x 7,6 x 59 cm)

x2 **BS**
1 x 3 x 95-1/2" (2,5 x 7,6 x 242,5 cm)



✓ BEGIN

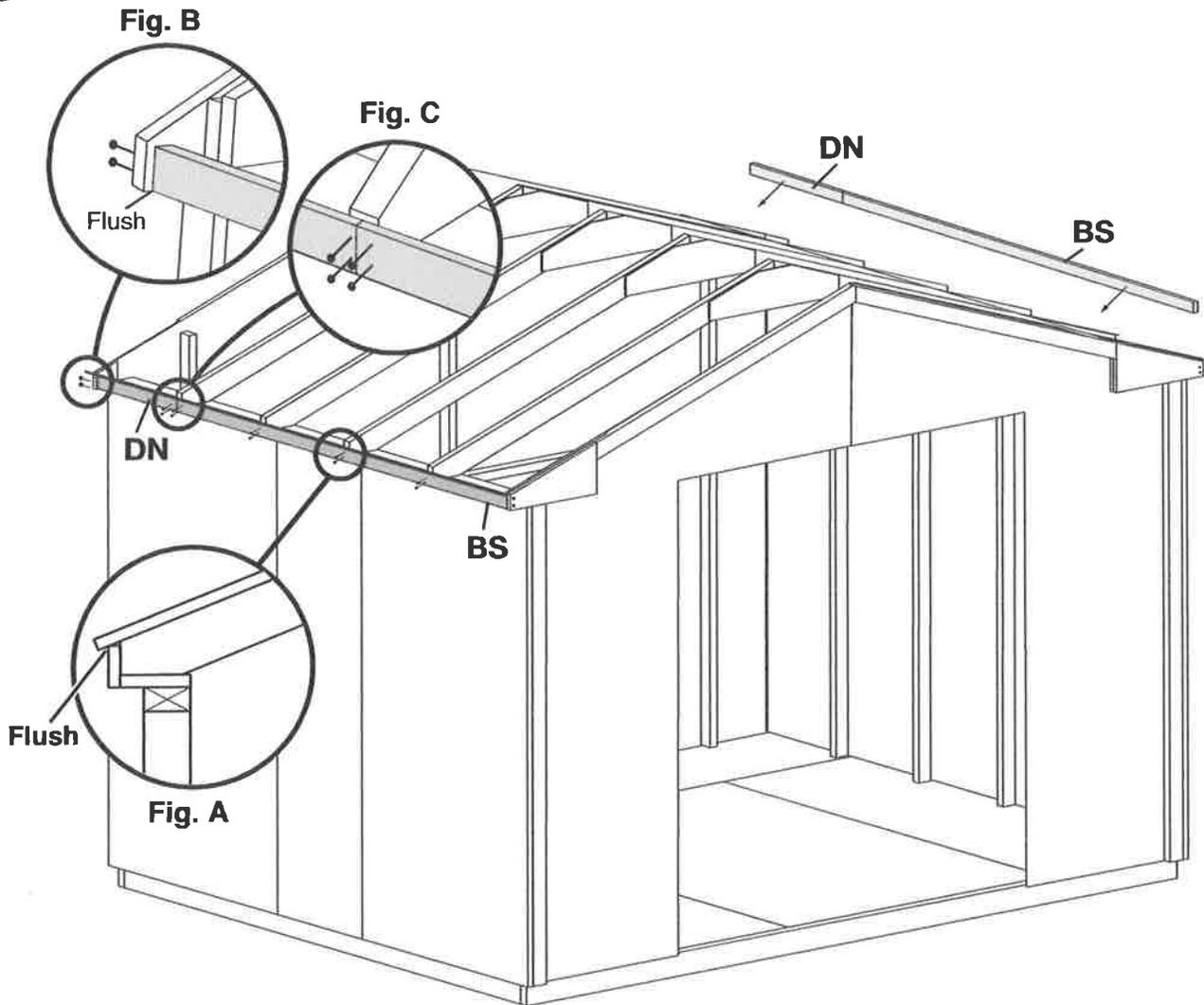
1 Attach fascia trim flush to bottom of soffit (**Fig. A**) and endcaps at ends of rafters (**Fig. B, C**) using 2" (5 cm) nails as shown.

2 Repeat steps to attach fascia trim on both sides.



FINISH

3 You have attached your fascia trim.



ROOF PANELS

PARTS REQUIRED:

x2	x2
7/16 x 48 x 96" (1,1 x 122 x 244 cm)	7/16 x 19 x 96" (1,1 x 48 x 244 cm)
x2	x2
7/16 x 23-7/8 x 19" (1,1 x 61 x 48 cm)	7/16 x 23-7/8 x 48" (1,1 x 61 x 122 cm)

GAA
3/4"
GAUGE
BLOCK



! Roof panels may cause serious injury until securely fastened.

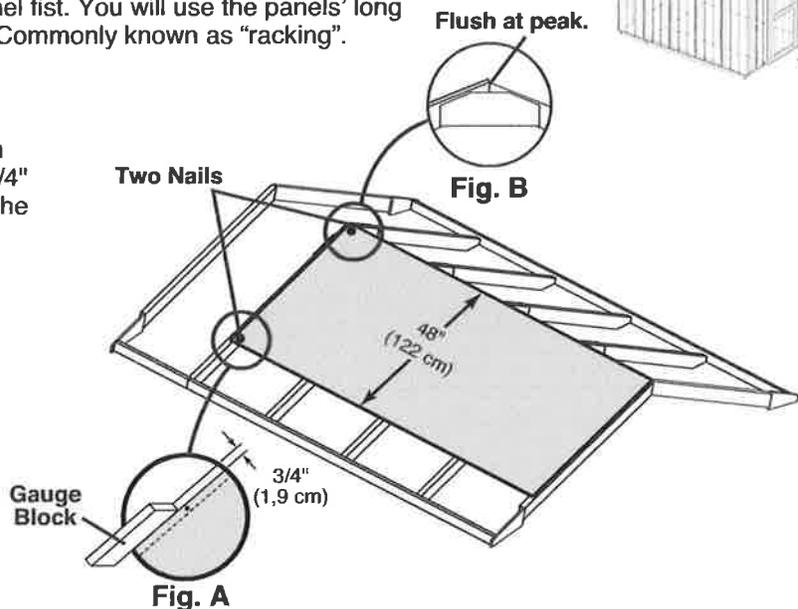


You must square the roof by attaching one panel first. You will use the panels' long edge as a lever to bring your roof into square. Commonly known as "racking".

✓ BEGIN

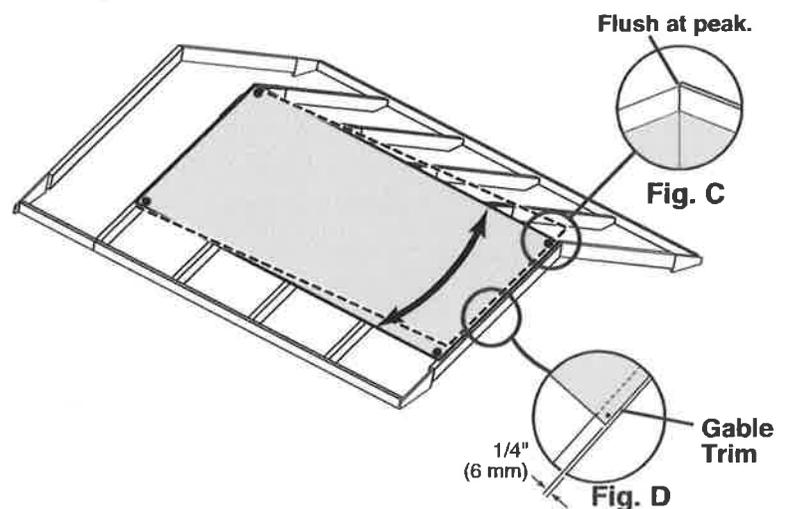
- 1 Attach the 48 x 96" panel with the rough side up (painted-grid lines side) with a 3/4" measurement on the rafter (Fig A) and the panel flush at the peak (Fig. B).

Secure panel with two 2" nails in the corners.



- 2 Move to the opposite end. Using the long edge of the panel as a lever move the panel side-to-side until the top corner is flush to the peak (Fig. C) and there is 1/4" measurement to the gable trim (Fig. D).

You may need to move your backwall to get the 1/4" measurement. Secure panel with two 2" nails in the corners.



ROOF PANELS

PARTS REQUIRED:

GAA
3/4"

GAUGE BLOCK

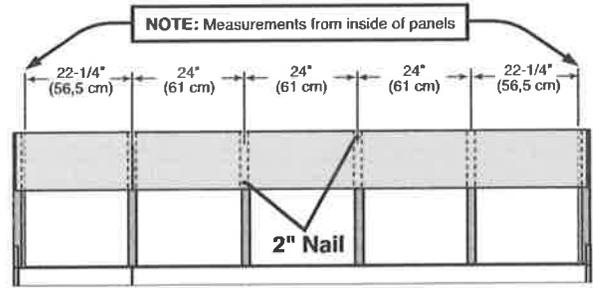
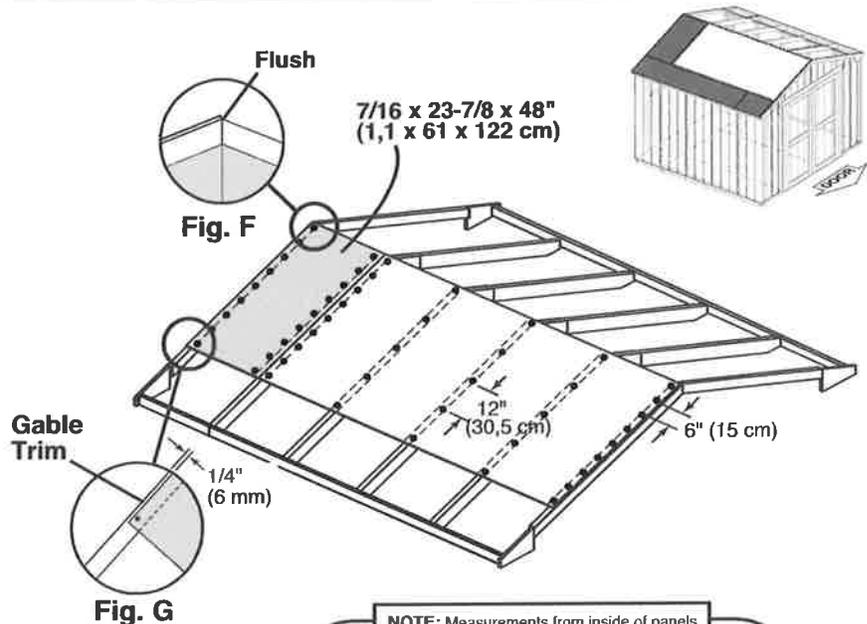


- 3 Keep spacing between the center of the rafters at the lower edge of the panel and secure with one 2" nail into each rafter (Fig. E).

Move to the top of the panel and keep spacing between the center of the rafters. Secure with one 2" nail into each rafter (Fig. E).

Nail the roof panel using 2" nails 6" apart on edges and 12" apart inside panel.

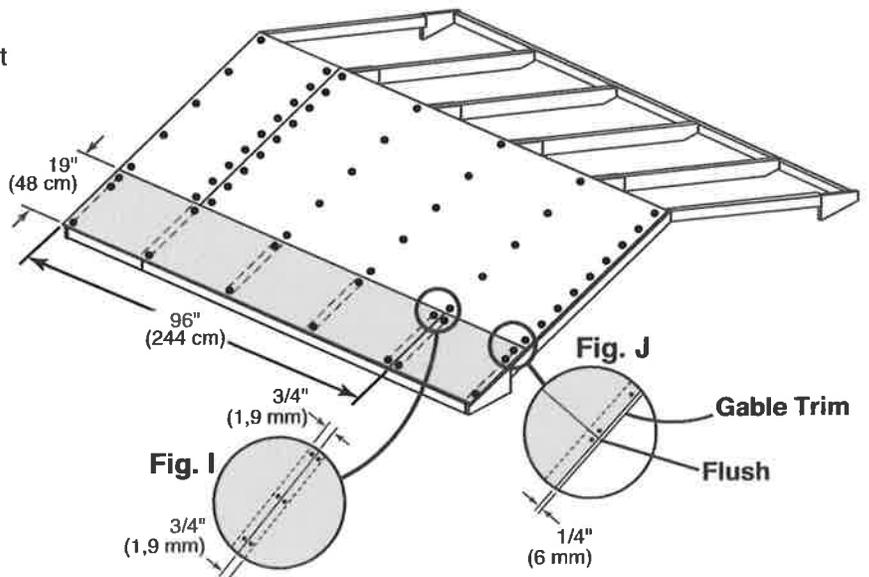
Attach the second 23-7/8 x 48" upper roof panel flush to first panel, flush at peak and with the 1/4" measurement (Fig. F, G).



- 4 Attach the lower roof panels flush to the upper panels (Fig. J) and 3/4" on rafter (Fig. I) and with a 1/4" measurement at the gable trim (Fig. J).

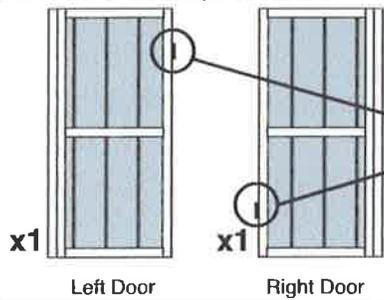
Nail the roof panel using 2" nails 6" apart on edges and 12" apart inside panel.

Repeat process to attach roof panels on the opposite side.



DOORS

PARTS REQUIRED:



x1 **OO**
2 x 3 x 69" (5 x 7,6 x 175,3 cm)

HINT:
Look for 3/8" SPACER
attached to doors.

x1 **ZJ**
5/8 x 3 x 72" (1,6 x 7,6 x 183 cm)

1-1/4" (3 cm) x2

2" (5 cm) x2

3" (7,6 cm) x4

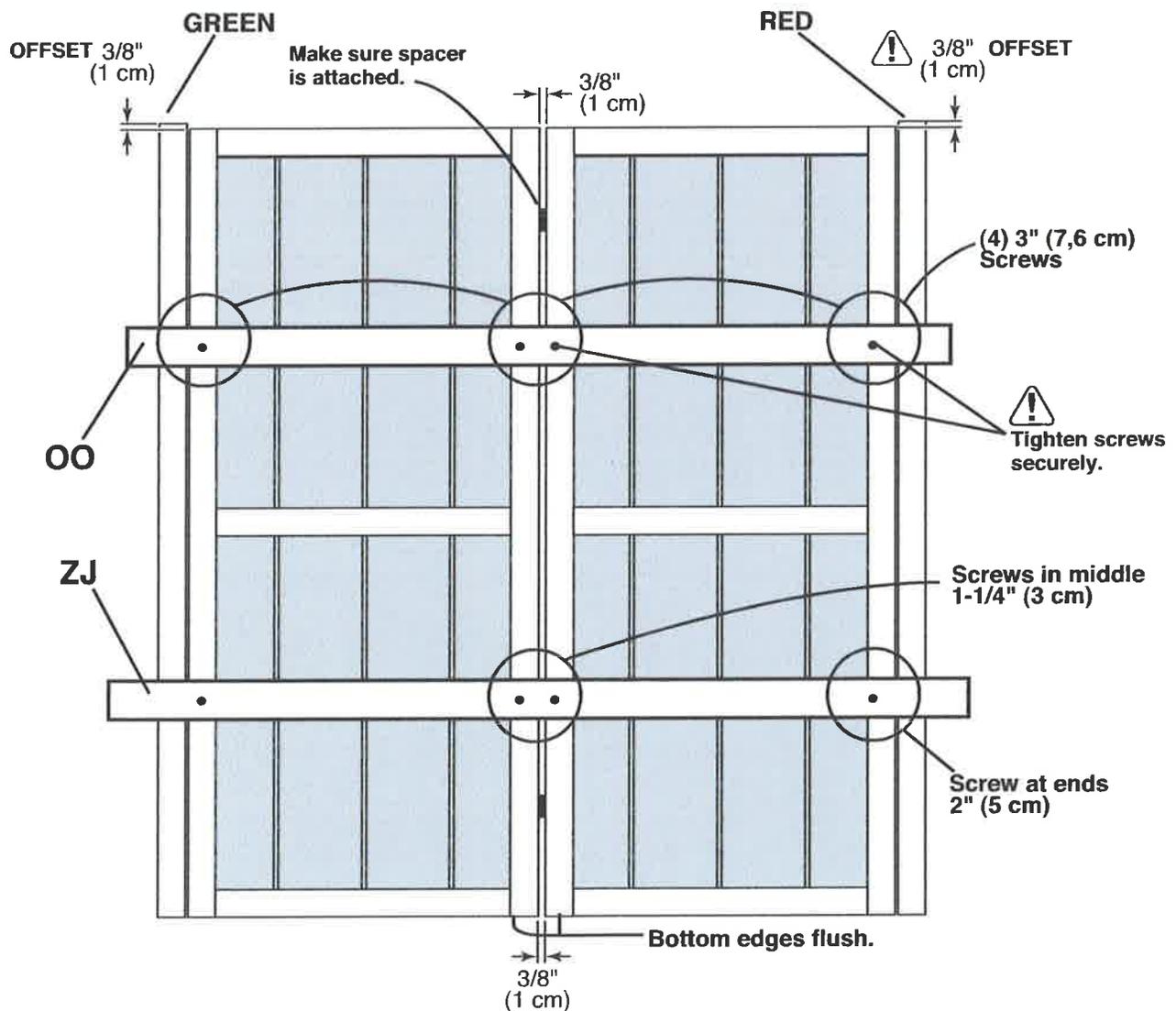


✓ BEGIN

1 Orient parts as shown on flat surface. **⚠ 3/8" offset is to top. Look for red (right) and green (left) on hinge board.**

2 Attach temporary support **OO** with 3" screws in middle and at ends. Tighten securely.

Attach temporary support **ZJ** at bottom with 1-1/4" screws in middle and 2" screws at ends. Tighten securely.



DOORS

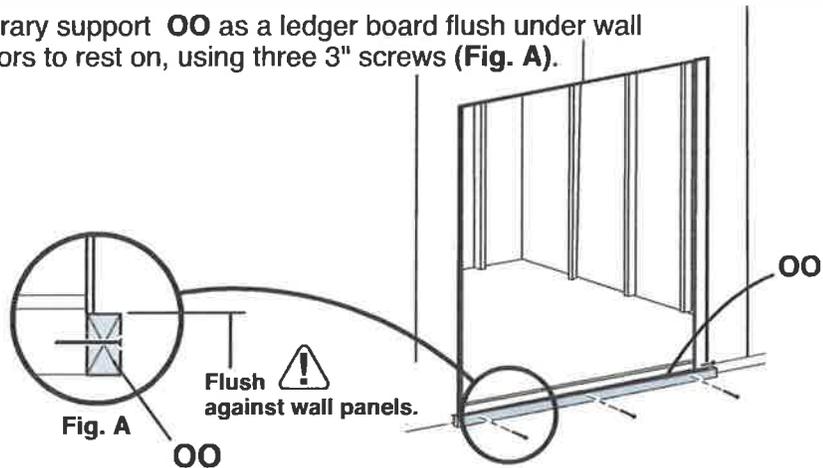
PARTS REQUIRED:

x1  **OO**
2 x 3 x 69" (5 x 7,6 x 175,3 cm)

 3" (7,6 cm) x 7



3 Attach temporary support **OO** as a ledger board flush under wall panels for doors to rest on, using three 3" screws (**Fig. A**).



4 Center doors on right edge of groove as shown (**Fig. B**). 

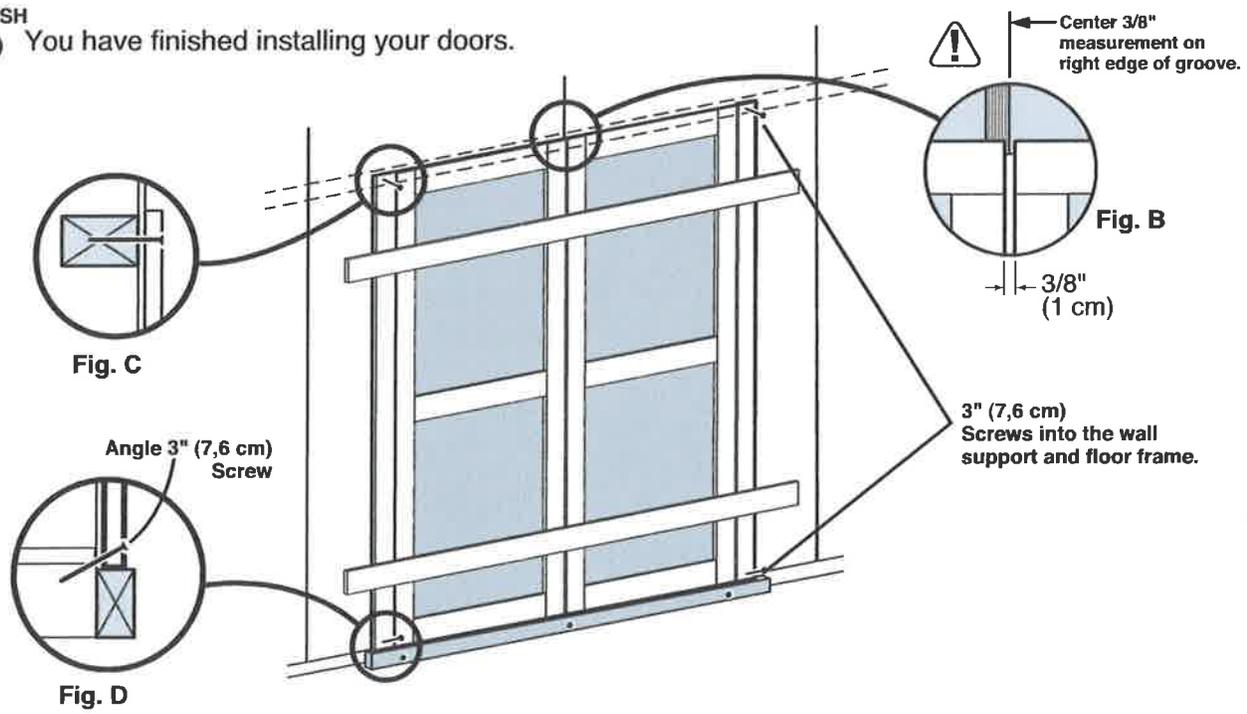
 Check ledger board is still flush under panels.

5 Screw hinge boards into wall supports and floor using four 3" screws as shown.
 Make sure screws go into framing and floor (**Fig. C, D**).

6 Remove temporary supports and check doors open properly.



7 You have finished installing your doors.



DOOR

PARTS REQUIRED:

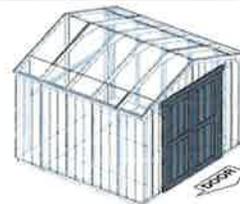
x1 **ZJ**
5/8 x 3 x 72" (1,6 x 7,6 x 183 cm)

2" (5 cm) x 8
3/4" (1,9 cm) x 52



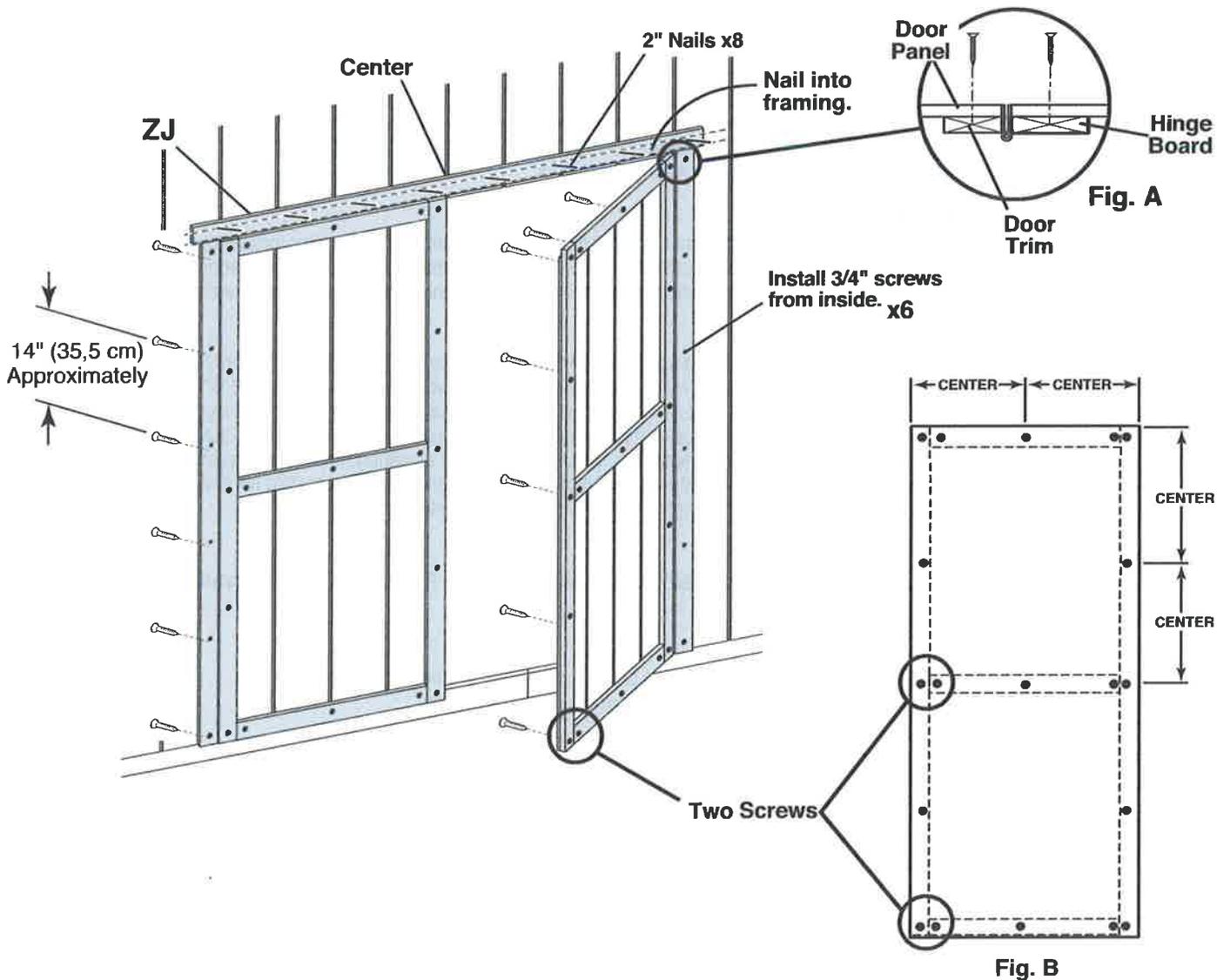
✓ BEGIN

- 1 Secure hinge boards from inside using 3/4" screws as shown (Fig. A).
- 2 Reinforce the door trim using 3/4" screws through door panel into trim (Fig. A). Locate screws as shown in Fig. B. Use two screws at seams.
- 3 Center trim ZJ over doors and secure using eight 2" finish nails into framing as shown.



FINISH

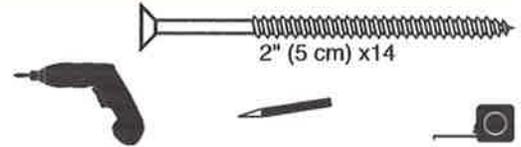
- 4 You have finished securing your door and trim.



DOOR WEATHERSTRIP

PARTS REQUIRED:

x2 **OO**
2 x 3 x 69" (5 x 7,6 x 175 cm)



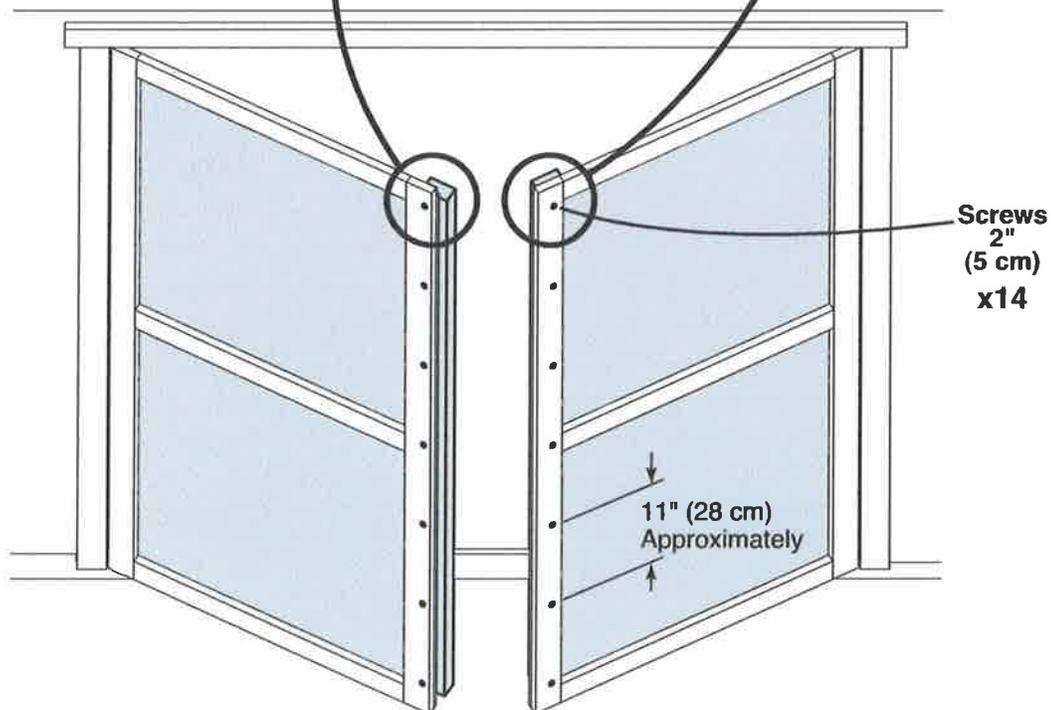
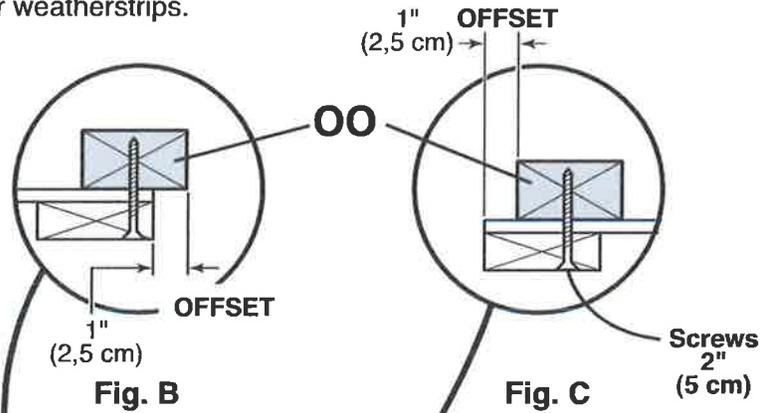
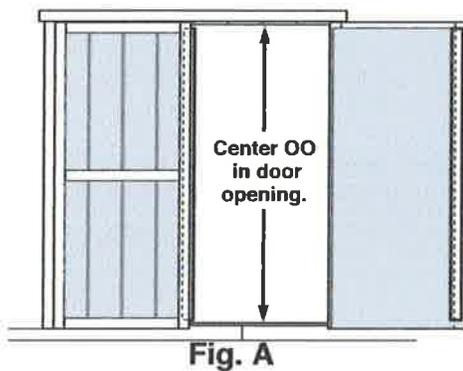
✓ BEGIN



- 1 With left door closed, center a weatherstrip **OO** vertically on the left door in the door opening (**Fig. A**). **OO** will offset the left door 1" OUT past the door trim 1" (**Fig. B**).
- 2 Secure **OO** using seven 3" screws through outside trim into **OO** (**Fig. B**)
- 3 On right door center **OO** vertically in door opening (**Fig. A**). **OO** will offset the right door 1" IN from the door trim (**Fig. C**).
- 4 Secure **OO** using seven 3" screws through outside trim into **OO** (**Fig. C**).

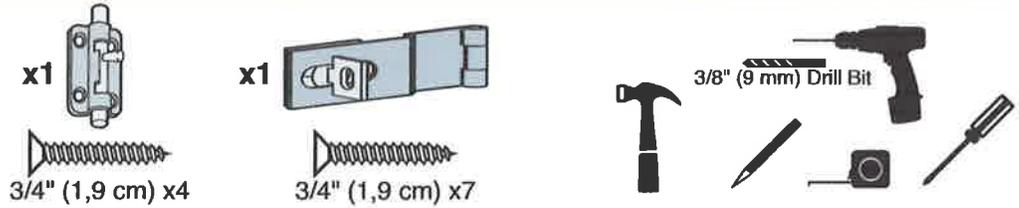
FINISH

- 5 You have finished installing your door weatherstrips.



DOOR HARDWARE

PARTS REQUIRED:



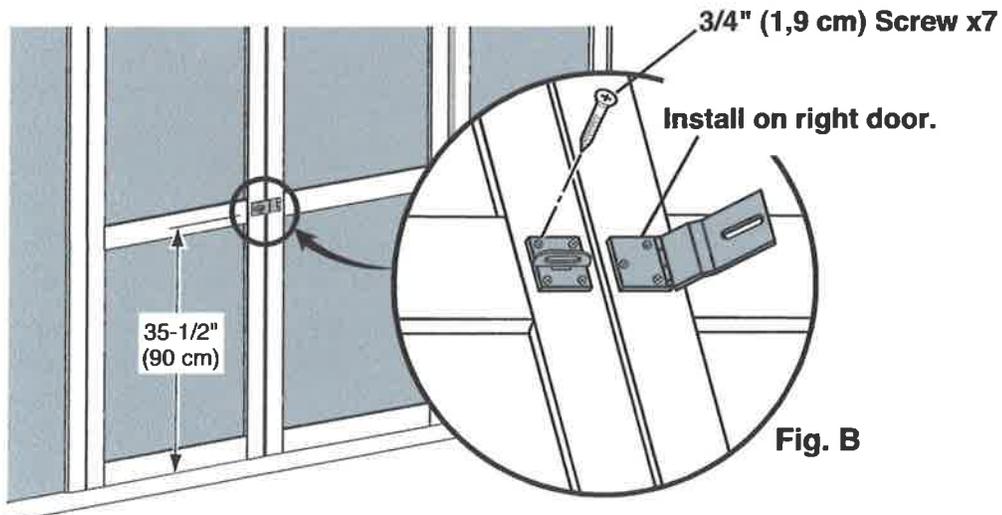
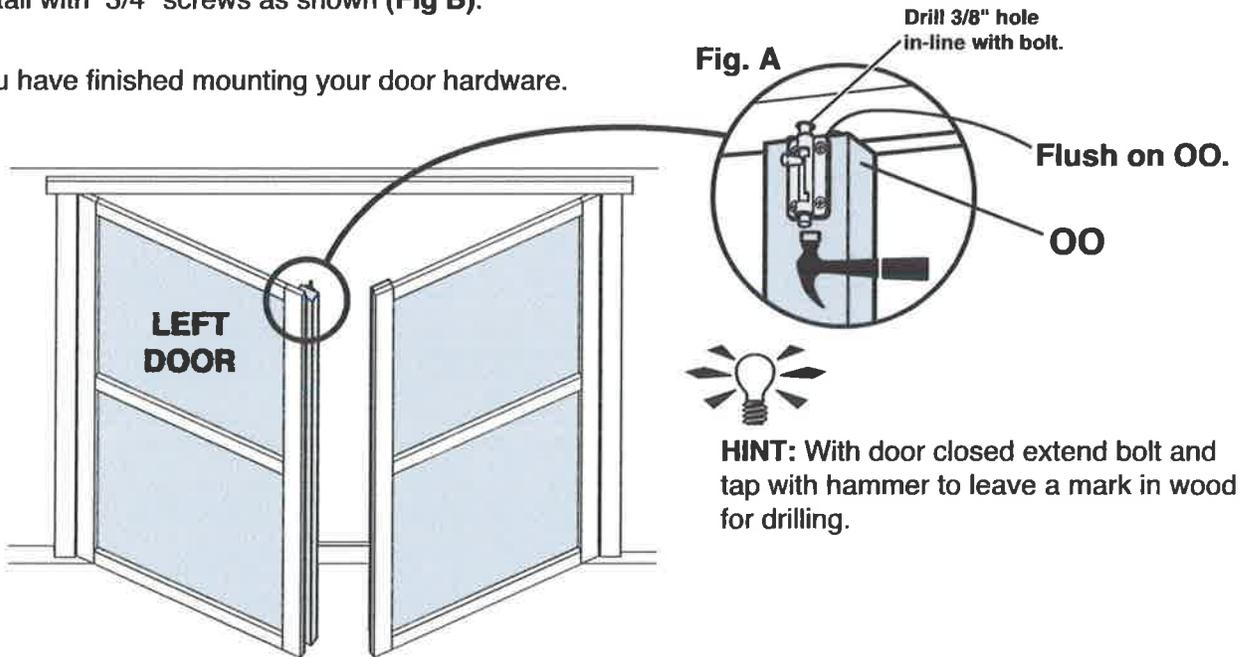
✓ BEGIN

- 1 Mount barrel bolt flush at top of **OO** on left door using 3/4" screws as shown (**Fig A**).
- 2 With door closed mark hole location for bolt to extend into.
HINT: Extend bolt to leave a mark in wood. Tap bolt with hammer. Drill 3/8" hole deep enough for bolt to slide into.
- 3 Install hasp on right door and latch on left door. Bottom edge of hasp is 35-1/2" (90 cm) up from bottom edge of door trim. Measure and mark locations and install with 3/4" screws as shown (**Fig B**).



FINISH

- 4 You have finished mounting your door hardware.



PAIN & CAULK

- NOT INCLUDED -



- Use acrylic latex caulk that is paintable. Caulk at all horizontal and vertical seams, between the trim and walls, and all around the door trim.
- Use a high quality exterior acrylic latex paint. When painting your building, there are a few key areas that can be easily overlooked that must be painted:
 - Bottom edge of all siding and trim
 - Inside of doors and all 4 edges

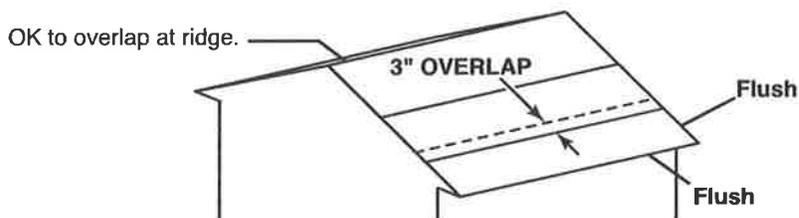
Note:

Prime all un-primed exterior wood before painting.
(Follow directions provided by manufacturer.)

ROOF FELT

- NOT INCLUDED -

- Install felt flush to all roof edges overlapping 3". Use minimal amount of roofing nails to hold in place.

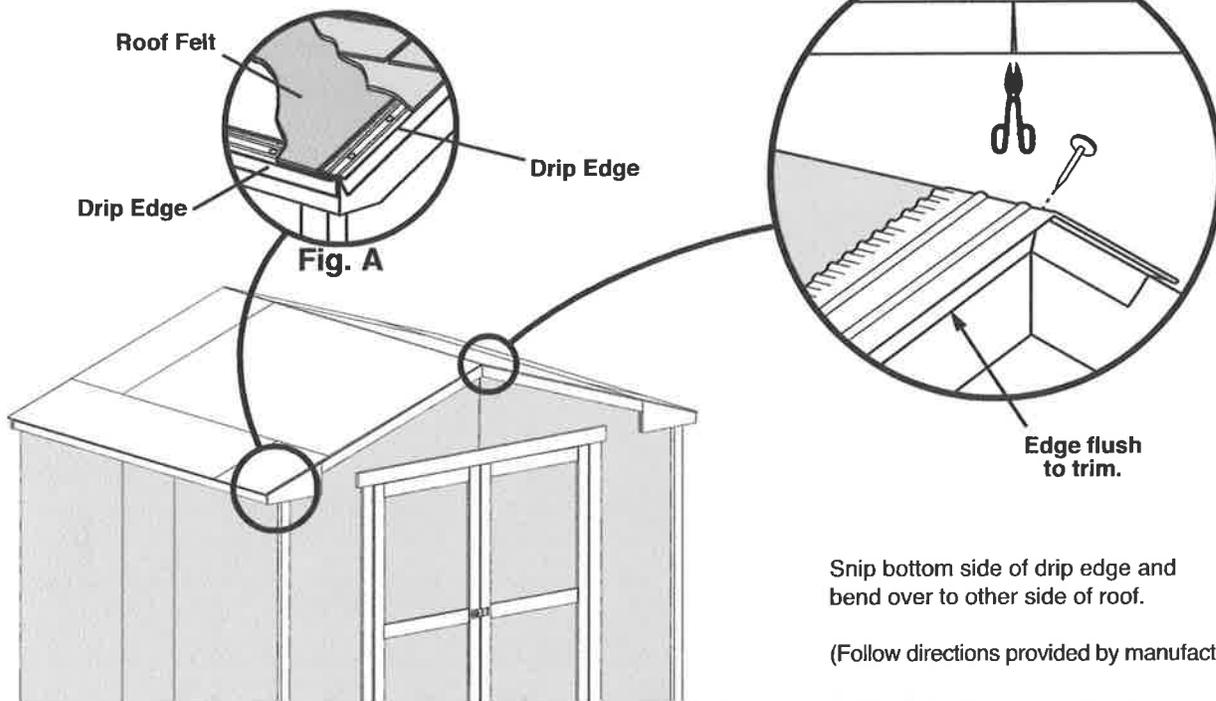


DRIP EDGE

- NOT INCLUDED -



- Install over roof felt on gable side and under roof felt on eave side (Fig. A).
- Do not use nails on side of drip edge that hangs over side of building.
- Only nail top of drip edge as shown.



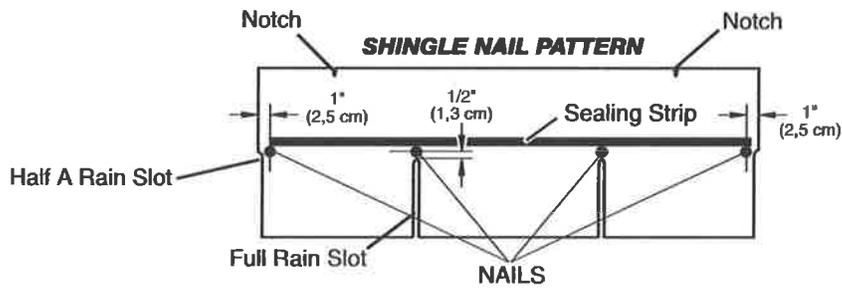
SHINGLES

- NOT INCLUDED -

• Follow directions provided by manufacturer and these instructions.



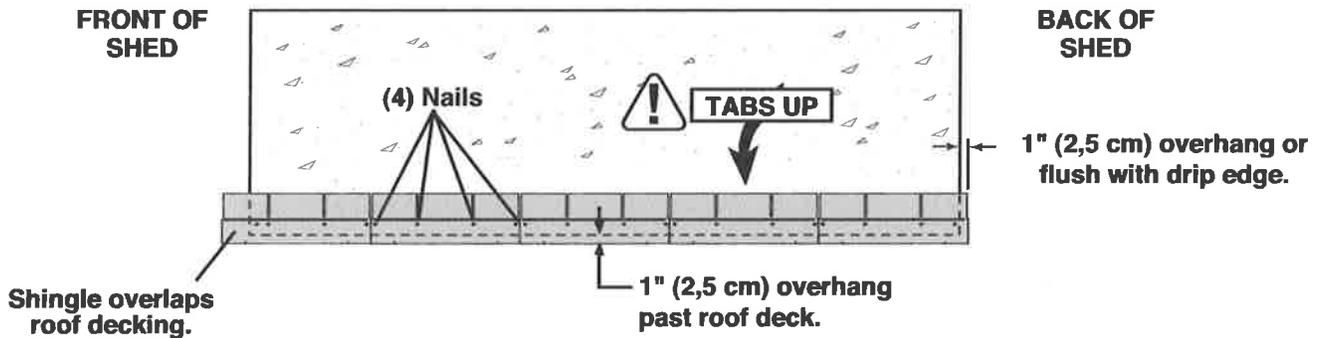
! Familiarize yourself with a 3-Tab Shingle.



! NEVER DRIVE FASTENERS INTO OR ABOVE SEALING STRIPS.

✓ BEGIN

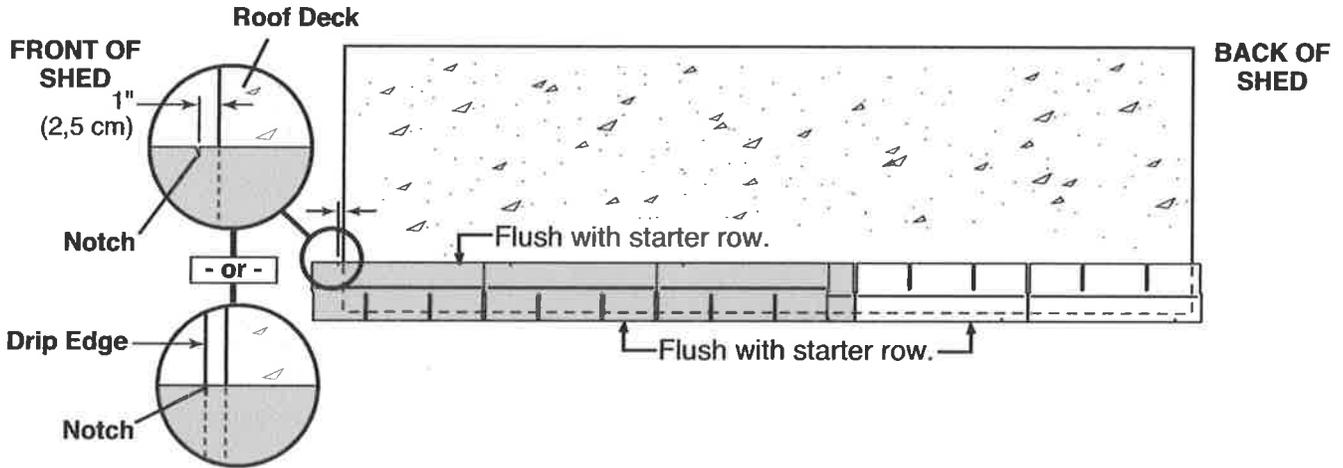
- 1** Install first starter row upside down and color up with a 1" overhang at back and bottom of roof panel. Use (4) nails per shingle. Starter row must be straight and level all the way across with lower edge of roof deck.
NOTE: If you have installed drip edge install shingles flush to drip edge.



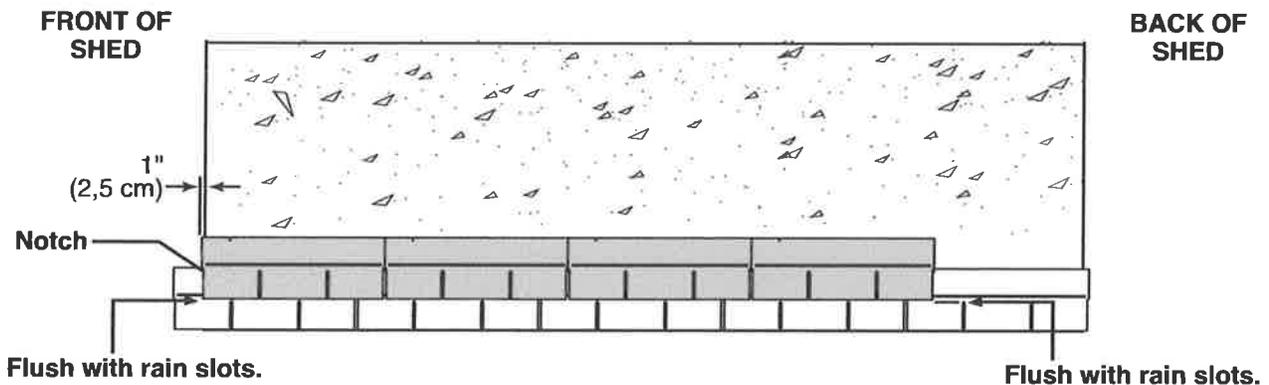
SHINGLES

continued...

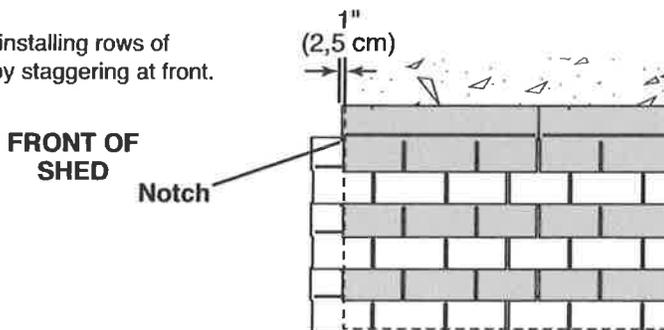
- 2 Beginning at front of shed, install first row of shingles with notch at 1" past roof edge or flush with drip edge.



- 3 Install second row of shingles flush at top of first row's rain slots. Ensure 1" overhang or flush to drip edge at front, stagger each row.



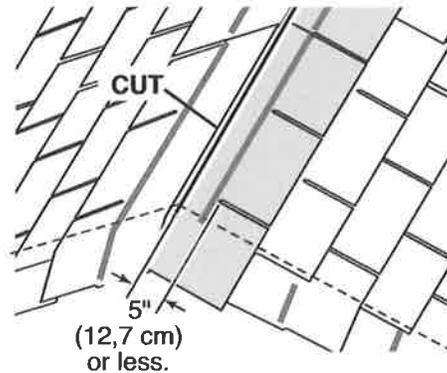
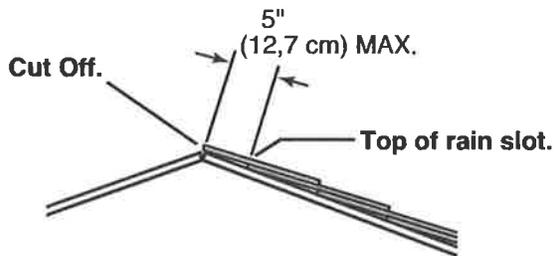
- 4 Continue installing rows of shingles by staggering at front.



SHINGLES

continued...

- 5 Continue installing rows of shingles to the peak. At the peak make sure there is a maximum of 5" or less to the rain slot, as shown below. If shingles overlap at ridge cut to peak with a utility knife.

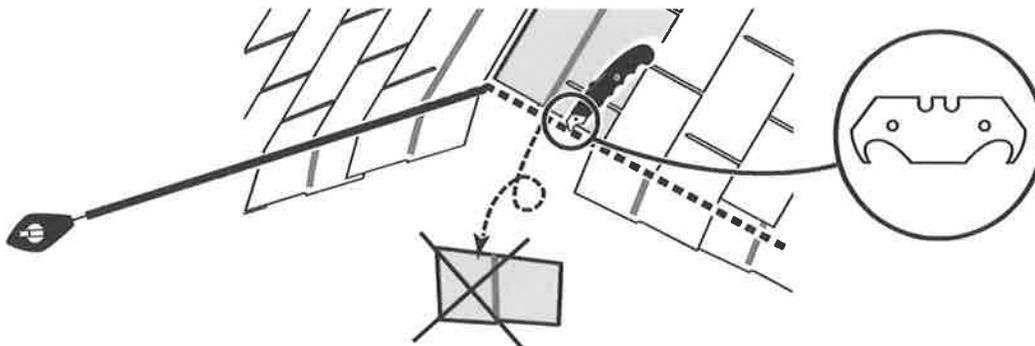


- ! If more than 5" to rain slot you must install another row of shingles.

- 6 Repeat steps 1 - 5 to shingle the opposite side of your roof. Trim shingles at ridge.

- 7 Once both sides are shingled you need to trim ends. Strike a chalk line 1" from edge.

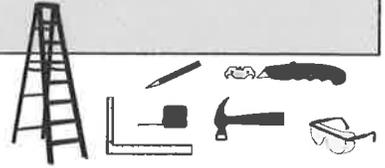
- 8 Using your shingle hooked blade carefully cut shingles along chalk line.



- 9 You have finished shingling your roof. Proceed to capping the ridge.

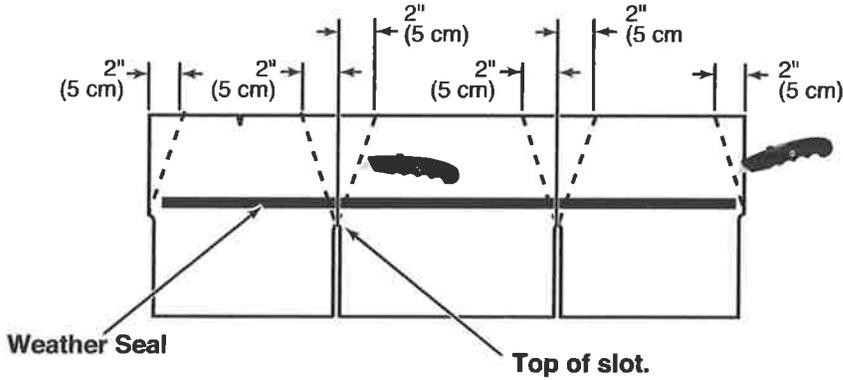
SHINGLES - RIDGE CAP

You will finish off the top of the roof with a ridge cap made from shingles.



BEGIN

1 Cut shingles into THREE pieces. **Hint:** Use cut-off pieces first.

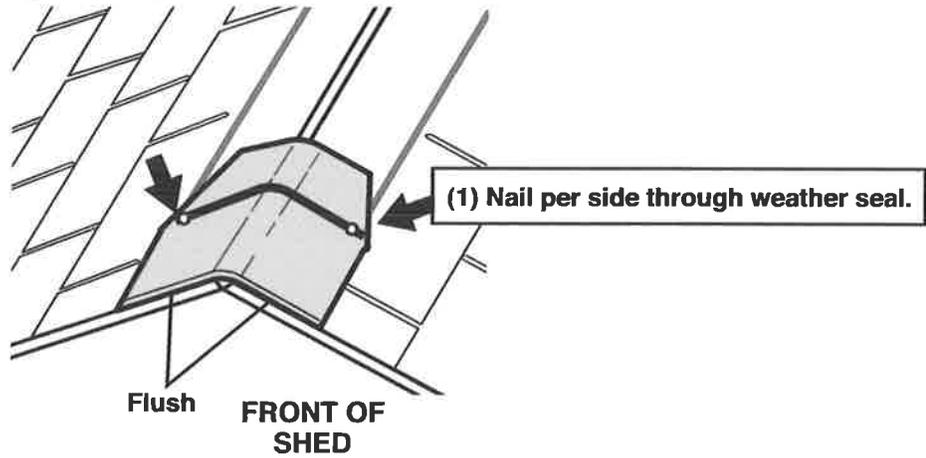


Score shingle, then snap-off angled cut.

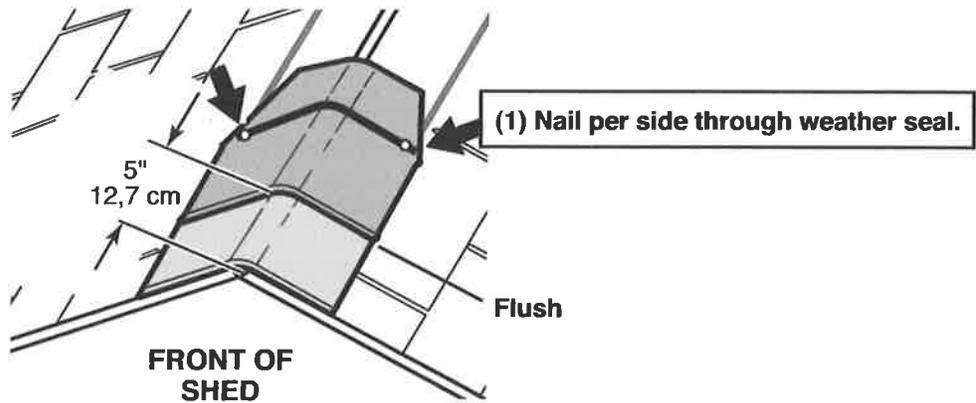
24 to 26 Pieces

Note: You will need about 24 - 26 cut pieces.

2 Install first ridge cap flush to shingles at front, as shown.



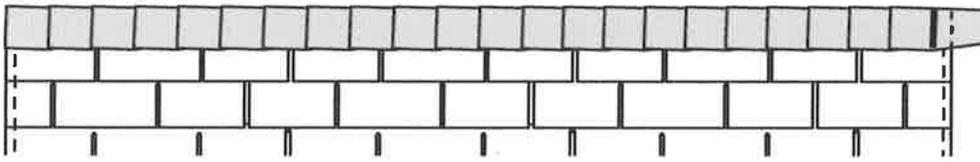
3 Install second ridge cap 5" back, as shown.



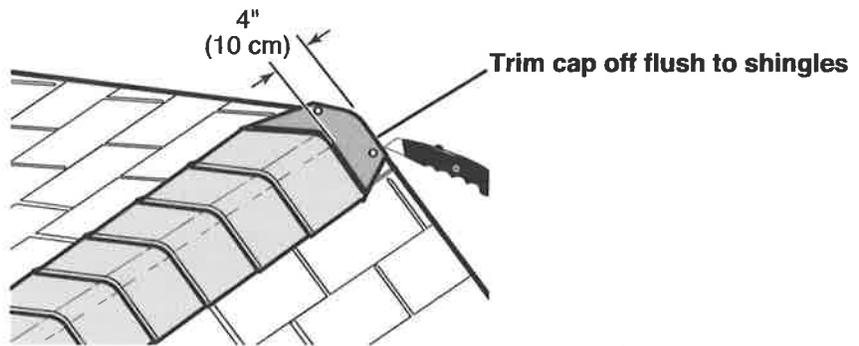
SHINGLES - RIDGE CAP

continued...

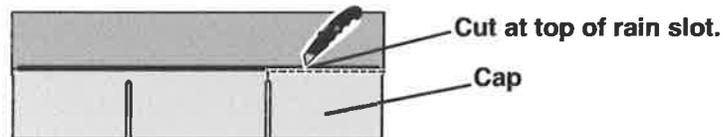
- 4 Continue installing ridge cap to back of roof.



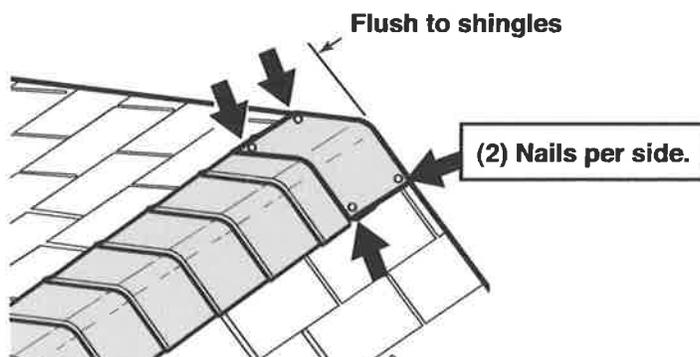
- 5 Make sure there is 4" between the shingle-color and edge of shingles.



- 6 When you have 4" minimum of shingle color cut one piece to cap your roof.



- 7 Install flush to shingles.



FINISH

- 8 You have finished your ridge cap.

RESOLUTION 76-2014
A RESOLUTION
APPROVING A MINOR
AMENDMENT TO
EXISTING
IMPROVEMENTS BY
ALLOWING THE
REPLACEMENT OF
PORCH FLOORS FOR THE
PROPERTIES AT 430, 450
AND 460 GREGORY
STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 76-2014

TITLE: A RESOLUTION APPROVING A MINOR AMENDMENT TO EXISTING IMPROVEMENTS BY ALLOWING THE REPLACEMENT OF PORCH FLOORS FOR THE PROPERTIES AT 430, 450 AND 460 GREGORY STREET

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

Section 1. The City Council hereby determines to approve a Minor Amendment to Existing Improvements by allowing the replacement of porch floors for the properties located at 430, 450 and 460 Gregory Street.

RESOLVED AND PASSED this 24th day of September, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk



BLACK HAWK[®]

**CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION**

CITY COUNCIL MEETING:

September 24, 2014

SUBJECT:

The applicant, the City of Black Hawk, is requesting a Minor Amendment to existing improvements for replacement of the porch floors at 430 Gregory, 450 Gregory, and 460 Gregory Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The existing treated lumber surfaces are cracked, worn, and require annual maintenance to prevent further deterioration. The current porch floor materials were installed in 2003, and are neither original nor historic. The porch floor material is not a character-defining feature and is not highly visible from the public right-of-way.

The proposed wood decking will be Trex Select® composite decking in the “Beach Dune” color. The size of the proposed decking boards will match the existing. Although synthetic, this material is similar in appearance to the existing wood boards, and furthermore is not seen from the public right-of-way except at the board ends. Therefore, the replacement of the existing, non-historic wood decking material with Trex® would not negatively impact the overall historic district or the contributing status of the buildings at 430, 450 and 460 Gregory Street.

RECOMMENDATION:

The Board of Aldermen may recommend *approval*, *conditional approval*, or *denial* of the Minor Amendment to existing improvements for 430, 450 and 460 Gregory Street as submitted and included in this staff report. If the Board determines that a recommendation for conditional approval is appropriate, the discussion should focus on which elements should be included as conditions. If the Board of Aldermen determines that a recommendation for *denial* is appropriate, the discussion should focus on which elements do not meet the intent of the program and guidelines or if the proposed work would not appropriately promote preservation of the historic character of the City.

RESOLUTION DATE:

September 24, 2014

ORIGINATED BY:

Public Works

STAFF PERSON RESPONSIBLE:

Cynthia Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Staff Report, Narrative

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:

REVIEWED BY:

Cynthia L. Linker 09/11/14
Cynthia Linker, CP&D Administrator

Jack D. Lewis 09/18/2014
Jack D. Lewis, City Manager

STAFF REPORT



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

Date Prepared September 11, 2014
Meeting Date: September 24, 2014

STAFF REPORT:

For: Board of Aldermen
Project: Minor Amendment to Existing Improvements - Replacement of Porch Flooring
Property Address: 430 Gregory, 450 Gregory, and 460 Gregory Street
Property Owner: City of Black Hawk
Zoning: History Appreciation Recreation Destination District (HARD)
Prepared by: Cynthia Linker, City of Black Hawk, CP&D

BACKGROUND:

The applicant, the City of Black Hawk, is requesting a Minor Amendment to existing improvements for replacement of the porch floors at 430 Gregory, 450 Gregory, and 460 Gregory Street. The existing treated lumber surfaces are cracked, worn, and require annual maintenance to prevent further deterioration. In the 1991 National Historic Landmark nomination, all three buildings were counted as “contributing” resources to the historic district. However, the buildings at 430 and 460 Gregory were relocated to the present lots on Gregory Street between 2000 and 2002; 450 Gregory was not relocated and has been in its present location since its estimated construction date of ca. 1897. The National Park Service has not commented on a recent re-evaluation report of the district; therefore these buildings are still technically “contributing.”

EVALUATION:

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:

*City of Black Hawk Zoning Code
Chapter 16
Section 16-368, City Council historic review process*

16-368: *Anyone seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation construction or demolition shall be subject to the City’s design standards.*

- h. Minor changes to improvement.*
Applications for building permits which request minor changes to existing improvements and minor amendments to previously approved COAs may, upon consent of a majority of the City Council, be placed on the agenda as an action item without the need for a public hearing. The City Council may adopt such rules and limits as may be necessary and may adopt criteria for determining what changes or amendments are minor within the proper spirit and purposes of this chapter.

The application and information submitted herein adequately describes the proposed work and alterations in order to determine the appropriateness of the proposed Minor Amendment to existing improvements (see Figures 1 – 3 for relation of porch flooring to street views, and Attachment A for detailed photographs of current porch conditions). This project complies with all regulations of the Municipal Code.



Figure 1. 430 Gregory



Figure 2. 450 Gregory



Figure 3. 460 Gregory Street

Excerpt from:

City of Black Hawk Residential Design Guidelines

Section 3.6 of the *City of Black Hawk Residential Design Guidelines* states that original porches should be preserved, and missing features should be replaced with “like materials, proportions and spacing.” However, “Due to the harsh climate conditions, synthetic material may be considered on a case by case basis.”

The existing porch floor materials were installed in 2003, and are neither original nor historic. The porch floor material is not a character-defining feature and is not highly visible from the public right-of-way.

The proposed wood decking will be Trex Select® composite decking in the “Beach Dune” color (see Figure 4). The size of the proposed decking boards will match the existing. Although synthetic, this material is similar in appearance to the existing wood boards, and furthermore is not seen from the public right-of-way except at the board ends. Therefore, the replacement of the existing, non-historic wood decking material with Trex® would not negatively impact the overall historic district or the contributing status of the buildings at 430, 450 and 460 Gregory Street.



Figure 4. “Beach Dune” color swatch

SUMMARY:

The applicant is requesting a Minor Amendment to existing improvements. The Board of Aldermen should discuss if there is sufficient evidence that the Minor Amendment application meets the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code, and the City of Black Hawk Residential Design Guidelines.

At the conclusion of its discussion, the Board of Aldermen may recommend *approval*, *conditional approval*, or *denial* of the Minor Amendment to existing improvements application for 430, 450 and 460 Gregory Street as submitted and included in this staff report.

If the Board determines that a recommendation for conditional approval is appropriate, the discussion should focus on which elements should be included as conditions.

If the Board of Aldermen determines that a recommendation for *denial* is appropriate, the discussion should focus on which elements do not meet the intent of the program and guidelines or if the proposed work would not appropriately promote preservation of the historic character of the City.

ATTACHMENTS:

A: Public Works Narrative for porch replacement

NARRATIVE



BLACK HAWK®

1864-2014

SESQUICENTENNIAL

Public Works Department
987 Miners Mesa Road
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-1324 Office
303-582-2250 Fax

Mayor

David D. Spellman

Aldermen

Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney

Corey Y. Hoffmann

City Manager

Jack D. Lewis

City Clerk /

Administrative Services Director

Melissa A. Greiner

Finance Director

Lance R. Hillis

Fire Chief

Donald E. Taylor

Police Chief

Stephen N. Cole

Public Works Director

Thomas Isbester

**Community Planning & Development
Administrator**

Cynthia L. Linker

CELEBRATING 150 YEARS OF
MUNICIPAL GOVERNMENT

COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION

Date: August 20, 2014

From: Matt Reed, Project Manager

To: Tom Isbester, Public Works Director

Re: Mountain City Porch Replacement

Attached are photos of the three porches in Mountain City that are proposed to be replaced. They are the front porches and steps on the Stevenson House (460 Gregory Street), Carbis House (450 Gregory Street), and Graham House (430 Gregory Street). The existing treated lumber surfaces are cracked, worn, and require annual maintenance to suppress further deterioration.

The wood decking will be replaced with Trex Select® composite decking in the medium-brown "saddle" color. The same product is currently installed as handrails on the Horn Street staircase, per the photo below.



Trex® Handrail at Horn Street Staircase.



Existing Porch and Step at Stevenson House



Existing Porch and Steps at Graham House



Existing Steps at Carbis House



Existing Porch at Carbis House

RESOLUTION 77-2014
A RESOLUTION
APPROVING THE
AGREEMENT OF LEASE
BETWEEN THE CITY OF
BLACK HAWK AND ED &
SHIRLEY, INC. FOR
GREGORY STREET
PARKING

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 77-2014

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE
BETWEEN THE CITY OF BLACK HAWK AND ED & SHIRLEY, INC.
FOR GREGORY STREET PARKING**

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

Section 1. The Agreement for Lease between the City of Black Hawk and Ed &
Shirley, Inc., attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to
execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of September, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

AGREEMENT OF LEASE

THIS LEASE is made and entered into this _____ day of _____, 2014, by and between the City of Black Hawk (“Lessor”) and Ed & Shirley, Inc. (“Lessee”).

ARTICLE 1 - DEFINITIONS

The following definitions apply when these terms are used in this Lease:

1.1 “Lessor” and “Lessee” include landlords and tenants and shall apply to persons, both men and women, companies, co-partnerships and corporations; and in reading this Lease, the necessary grammatical changes required to make its provisions mean and apply as aforesaid shall be made in the same manner as if written into the Lease.

1.2 “Premises” means the properties more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference, consisting of approximately sixty (60) parking spaces.

ARTICLE 2 - LEASED PREMISES

In consideration of the rents, covenants and agreements herein reserved and contained, Lessor demises and leases to Lessee, and Lessee rents from Lessor, the Premises.

ARTICLE 3 - TERM AND RENT

3.1 Term of the Lease. The term of this Lease shall commence on October 1, 2014, and shall expire on August 31, 2017.

3.2 Holding Over. If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers shall be paid by Lessee to Lessor in advance on the first (1st) day of each calendar month in which the hold over continues.

3.3 Rent. Lessee shall pay rent to Lessor in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) per month for the first twelve months of this Lease. Lessee shall also pay any possessory taxes which may be assessed against the Premises. Commencing on the one year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent

shall be adjusted to include the most recent annual Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers.

3.4 Termination. Lessor and Lessee may terminate this Lease upon ninety (90) days written notice, with or without cause.

ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS

4.1 The Premises shall be used solely for the purpose of providing parking. Lessee further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City.

4.2 Suitability. As of the date of his execution of this Lease, Lessee has inspected the physical condition of the Premises and has received the same in "as is" condition. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LATENT OR PATENT DEFECT THEREON. Lessee may use said Premises for the uses specified in this Lease, so long as such uses conform with zoning and use restrictions of all authorities affecting the Premises, and Lessee will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement or which constitutes a public or private nuisance or waste.

4.3 Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, modifications or improvements, in, to or about the Premises..

4.4 Lessee shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Lessee as a result of an agreement with, or the assent of Lessee. Nothing in this Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against Lessor's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date Lessee has knowledge of such filing. If Lessee shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Lessee shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided,

however, Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and/or claim.

ARTICLE 5 - RIGHT OF ENTRY

Lessor shall at all times have the right to enter upon the Premises to inspect its condition.

ARTICLE 6 - INDEMNIFICATION

Lessee agrees that Lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Lessee or Lessor or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Lessee, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Lessee agrees to save Lessor harmless thereon and therefrom, and to indemnify Lessor on account thereof, subject to the limits of liability insurance contained in Article 7 herein; provided however, the limits of Article 7 shall not apply in the event Lessee's conduct is willful and wanton, or otherwise is not subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

ARTICLE 7 - INSURANCE

7.1 Lessee covenants and agrees that from the date hereof Lessee will procure and maintain throughout the term, at its sole cost and expense, general liability insurance in an amount no less than the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) as set forth on the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat..

7.2 All policies or insurance provided for in Section 7.1 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each such policy shall be issued in the names of Lessor and Lessee, and their designees. Said policies shall be for the mutual and joint benefit and protection of Lessor and Lessee, and such policy of insurance, or a certificate thereof, shall be delivered to each of Lessor and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Lessor

may carry. All such public liability and property damage policies shall contain a provision that Lessor and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. Lessee's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling Lessor to exercise any or all of the remedies provided in this Lease in the event of Lessee's default.

ARTICLE 8 - REMEDIES UPON DEFAULT

8.1 Events of Default Defined. The following shall be “events of default” by Lessee under this Lease and the term “event of default” shall mean, whenever it is used in this Lease, any one or more of the following events:

8.1.1 Failure by Lessee to pay any sums to Lessor when due hereunder, and continuation thereof for a period of ten (10) business days.

8.1.2 Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subsection 8.1.1 of this section, for a period not to exceed thirty (30) days after written notice, specifying such failure and requesting that it be remedied and giving the time within which it will be cured, which time shall be reasonable under the circumstances, given to Lessee by Lessor.

8.2 Remedies on Default. Whenever any event of default shall have happened, Lessor may take any one or more of the following remedial steps:

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

8.2.2 Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

8.2.3 If Lessor takes any of the remedial steps specified above and establishes default through appropriate court proceedings, then Lessor shall be entitled to recover all reasonable costs, including attorney fees. If Lessor fails to prove default in any such action, then Lessee will be entitled to costs and reasonable attorney fees from Lessor.

ARTICLE 9 - SUCCESSORS

Successors. This Lease shall inure to the benefit of and be binding upon Lessor, Lessee and their respective heirs, successors, representatives, administrators, executors and devisees. Lessee shall not assign this Lease or sublet the Premises or any part thereof. Any attempted assignment or subletting shall be deemed void and of no effect.

ARTICLE 10 - SPECIAL COVENANTS OF LESSEE

Lessee agrees that, at all times during the term of this Lease, it shall not place any refuse or rubbish on the Premises. With exception for refuse and rubbish generated in the normal course of business operations, which will be gathered and removed by the tenant in the normal course of daily activity.

ARTICLE 11 - SURRENDER OF PREMISES

Upon the expiration or termination of the Lease term, Lessee shall peaceably and quietly leave and surrender the Premises in the same condition as it exists on the date of the execution of this Agreement.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Captions; Attachments.

12.1.1 The captions of the articles and sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

12.1.2 Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

12.2 Entire Agreement. This instrument, along with any exhibits and attachments hereto, constitute the entire agreement between Lessor and Lessee relative to the Premises and the provisions of this Agreement and the exhibits and attachments may be altered, amended, waived or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that any and all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

12.3 Severability. If any term or provision (except those having to do with rent) of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. In case the exception applies, the Lease shall be null and void after such determination.

12.4 Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Colorado.

12.5 Notices. All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk
Attn: Lance Hillis, Finance Director
P.O. Box 68
Black Hawk, CO 80422

To Lessee: Ed and Shirley's Inc.
Attn: Ed Smith
P.O. Box 513
Black Hawk, CO 80422

IN WITNESS WHEREOF, the parties to this Lease have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

By: _____
Edward E. Smith, President

STATE OF COLORADO)
) ss.
COUNTY OF)

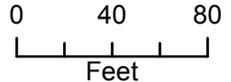
The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2014, by Edward E. Smith.

My commission expires: _____

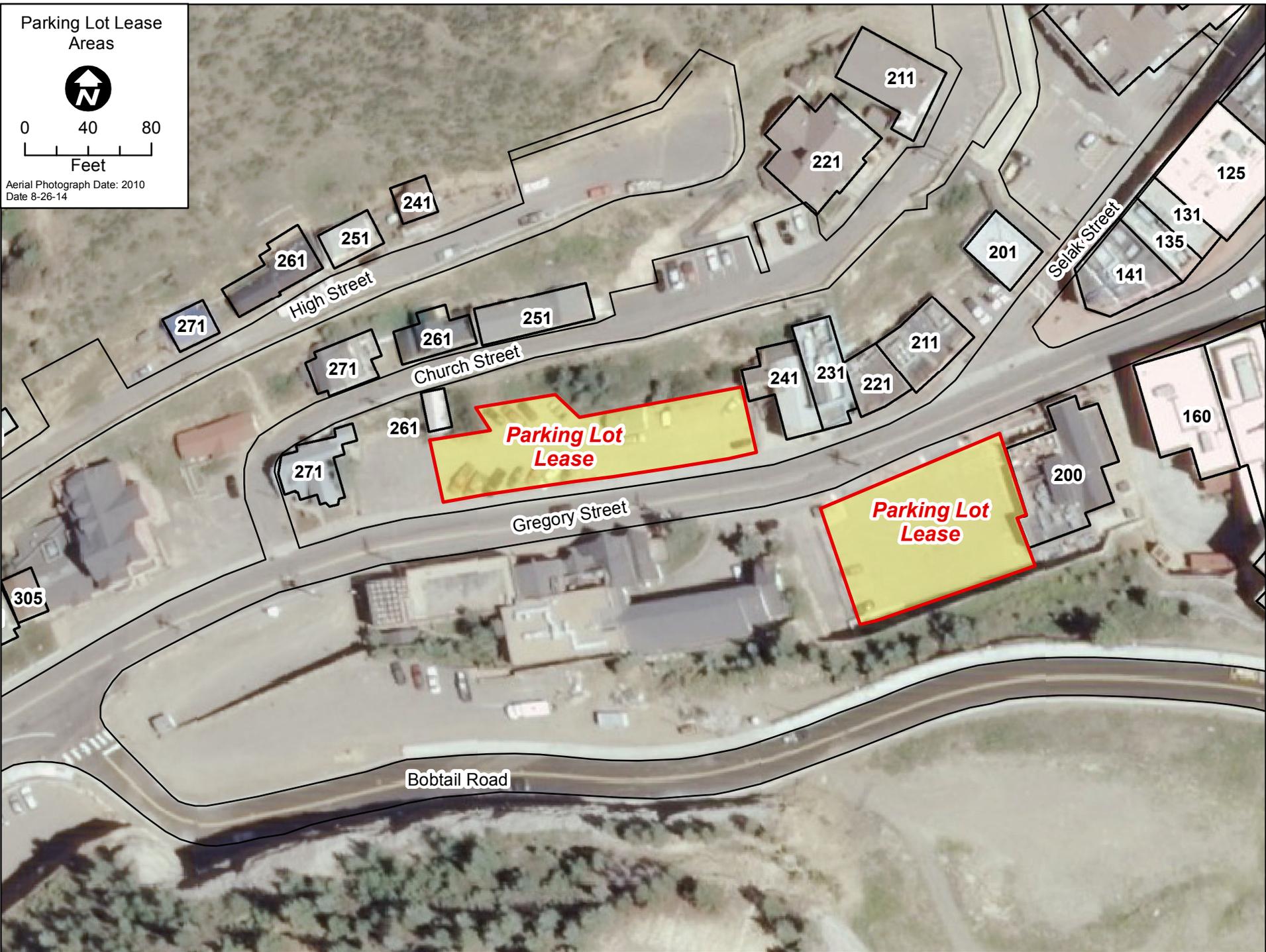
(S E A L)

Notary Public

Parking Lot Lease Areas



Aerial Photograph Date: 2010
Date 8-26-14



271 261 251 241
High Street
271 261 251
Church Street
271 261 241 231 221 211
Gregory Street
271 261
201
Selak Street
125 131 135 141
160
200
305
Bobtail Road

RESOLUTION 78-2014
A RESOLUTION
APPROVING THE
AGREEMENT OF LEASE
BETWEEN THE CITY OF
BLACK HAWK AND
CHOLUA BROTHERS
MINING COMPANY, INC.
FOR 470 GREGORY
STREET

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

Resolution No. 78-2014

TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE BETWEEN THE CITY OF BLACK HAWK AND CHOLUA BROTHERS MINING COMPANY, INC. FOR 470 GREGORY STREET

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

Section 1. The Agreement for Lease between the City of Black Hawk and Cholua Brothers Mining Company, Inc., attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of September, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

AGREEMENT OF LEASE

THIS LEASE is made and entered into this _____ day of _____, 2014, by and between the City of Black Hawk (“Lessor”) and Cholua Brothers Mining Company, Inc. (“Lessee”).

ARTICLE 1 - DEFINITIONS

The following definitions apply when these terms are used in this Lease:

1.1 “Lessor” and “Lessee” include landlords and tenants and shall apply to persons, both men and women, companies, co-partnerships and corporations; and in reading this Lease, the necessary grammatical changes required to make its provisions mean and apply as aforesaid shall be made in the same manner as if written into the Lease.

1.2 “Premises” means the property with an address of 470 Gregory Street, Black Hawk, Colorado 80422, and commonly known as “The Barn”.

ARTICLE 2 - LEASED PREMISES

In consideration of the rents, covenants and agreements herein reserved and contained, Lessor demises and leases to Lessee, and Lessee rents from Lessor, the Premises.

ARTICLE 3 - TERM AND RENT

3.1 Term of the Lease. The term of this Lease shall commence on October 1, 2014, and shall expire on September 30, 2017.

3.2 Holding Over. If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers shall be paid by Lessee to Lessor in advance on the first (1st) day of each calendar month in which the hold over continues.

3.3 Rent. Lessee shall pay rent to Lessor in the amount of one hundred dollars (\$100.00) per month for the first twelve months of this Lease, plus the cost of any utilities associated with the use of the Premises, including, but not limited to, gas, electricity, telephone, and water and sewer utility charges. Lessee shall also pay any possessory taxes which may be assessed against the Premises. Commencing on the one year anniversary of this lease and on each annual anniversary

thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers.

3.4 Damage Deposit. Lessee shall upon execution of this Lease provide a deposit in the amount of Five Hundred Dollars (\$500.00) as security against damage to the Premises, normal wear and tear excepted.

3.5 Common Area Maintenance Fee (CAM Fee). Lessee agrees to pay monthly Common Area Maintenance Fees (CAM Fees) assessed by the Lessor. The CAM Fees offset the cost of maintenance of the common areas within Mountain City and are assessed equally to 420, 430, 440, 450, 460 and 470 Gregory Street.

3.6 Termination. Lessor and Lessee may terminate this Lease upon ninety (90) days written notice, with or without cause.

ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS

4.1 The Premises shall be used as a food and beverage establishment and associated permitted activities. Lessee further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Lessee.

4.2 Suitability. As of the date of his execution of this Lease, Lessee has inspected the physical condition of the Premises and has received the same in "as is" condition. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LATENT OR PATENT DEFECT THEREON. Lessee may use said Premises for the uses specified in this Lease, so long as such uses conform with zoning and use restrictions of all authorities affecting the Premises, and Lessee will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement or which constitutes a public or private nuisance or waste.

4.3 Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, modifications or improvements, in, to or about the Premises.

4.4 Lessee shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Lessee as a result of an agreement with, or the assent of Lessee. Nothing in this Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, by

inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against Lessor's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date Lessee has knowledge of such filing. If Lessee shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Lessee shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and/or claim.

ARTICLE 5 - RIGHT OF ENTRY

Lessor shall at all times have the right to enter upon the Premises to inspect its condition.

ARTICLE 6 - INDEMNIFICATION

Lessee agrees that Lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Lessee or Lessor or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Lessee, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Lessee agrees to save Lessor harmless thereon and therefrom, and to indemnify Lessor on account thereof, subject to the limits of liability insurance contained in Article 7 herein; provided however, the limits of Article 7 shall not apply in the event Lessee's conduct is willful and wanton, or otherwise is not subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

ARTICLE 7 - INSURANCE

7.1 Lessee covenants and agrees that from the date hereof Lessee will procure and maintain throughout the term, at its sole cost and expense, general liability insurance in the amount of at least \$350,000 per person and \$990,000 per occurrence.

7.2 All policies or insurance provided for in Section 7.1 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each such policy shall be issued in the names of Lessor and Lessee, and their designees.

Said policies shall be for the mutual and joint benefit and protection of Lessor and Lessee, and such policy of insurance, or a certificate thereof, shall be delivered to each of Lessor and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Lessor may carry. All such public liability and property damage policies shall contain a provision that Lessor and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. Lessee's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling Lessor to exercise any or all of the remedies provided in this Lease in the event of Lessee's default.

ARTICLE 8 - REMEDIES UPON DEFAULT

8.1 Events of Default Defined. The following shall be “events of default” by Lessee under this Lease and the term “event of default” shall mean, whenever it is used in this Lease, any one or more of the following events:

8.1.1 Failure by Lessee to pay any sums to Lessor when due hereunder, and continuation thereof for a period of ten (10) business days.

8.1.2 Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subsection 8.1.1 of this section, for a period not to exceed thirty (30) days after written notice, specifying such failure and requesting that it be remedied and giving the time within which it will be cured, which time shall be reasonable under the circumstances, given to Lessee by Lessor.

8.2 Remedies on Default. Whenever any event of default shall have happened, Lessor may take any one or more of the following remedial steps:

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

8.2.2 Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

8.2.3 If Lessor takes any of the remedial steps specified above and establishes default through appropriate court proceedings, then Lessor shall be entitled to recover all reasonable costs, including attorney fees. If Lessor fails to prove default in any such action, then Lessee will be entitled to costs and reasonable attorney fees from Lessor.

ARTICLE 9 - SUCCESSORS

Successors. This Lease shall inure to the benefit of and be binding upon Lessor, Lessee and their respective heirs, successors, representatives, administrators, executors and devisees. Lessee shall not assign this Lease or sublet the Premises or any part thereof. Any attempted assignment or subletting shall be deemed void and of no effect.

ARTICLE 10 - SPECIAL COVENANTS OF LESSEE

Lessee agrees that, at all times during the term of this Lease, it shall not place any refuse or rubbish on the Premises. With exception for refuse and rubbish generated in the normal course of business operations, which will be gathered and removed by the tenant in the normal course of daily activity.

ARTICLE 11 - SURRENDER OF PREMISES

Upon the expiration or termination of the Lease term, Lessee shall peaceably and quietly leave and surrender the Premises in the same condition as it exists on the date of the execution of this Agreement.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Captions; Attachments.

12.1.1 The captions of the articles and sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

12.1.2 Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

12.2 Entire Agreement. This instrument, along with any exhibits and attachments hereto, constitute the entire agreement between Lessor and Lessee relative to the Premises and the provisions of this Agreement and the exhibits and attachments may be altered, amended, waived or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that any and all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

12.3 Severability. If any term or provision (except those having to do with rent) of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. In case the exception applies, the Lease shall be null and void after such determination.

12.4 Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Colorado.

12.5 Notices. All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk
Attn: Lance Hillis, Finance Director
P.O. Box 68
Black Hawk, CO 80422

To Lessee: Cholua Brothers Mining Company, Inc.
Attn: David Cholewa & Anthony Cholewa
P.O. Box 709
Black Hawk, CO 80422

IN WITNESS WHEREOF, the parties to this Lease have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

By: _____
David Cholewa

By: _____
Anthony Cholewa

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2014, by Jomar Paolo Suarez Fernandez.

My commission expires: _____

(S E A L)

Notary Public