



REGULAR MEETING AGENDA

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

June 22, 2016
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: June 8, 2016
7. PUBLIC HEARINGS
 - A. CB13, An Ordinance Amending the Black Hawk Municipal Code by the Addition of a New Article X of Chapter 7 Entitled Sand and Oil Separator Facilities
 - B. Resolution 46-2016, A Resolution Conditionally Approving the Comprehensive Sign Plan and a Certificate of Appropriateness for the Comprehensive Sign Plan for the Monarch Casino, and Approving a License Agreement for Signage Erected Over City Property
 - C. Resolution 47-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Standard Sign Plan for the EAGLESmart Convenience Store
8. ACTION ITEMS:
 - A. Resolution 48-2016, A Resolution Approving the Required Agreements Between the City of Black Hawk and Josh Smith for the Rehabilitation of 400 Chase Street
 - B. Resolution 49-2016, A Resolution Approving the Temporary Construction Easement from Kathryn Lorenz to the City of Black Hawk for Rehabilitation of the Property at 400 Chase Street
 - C. Resolution 50-2016, A Resolution Approving the Second Amendment to Property Exchange Agreement Between the City of Black Hawk and Smithrock, LLC
9. CITY MANAGER REPORTS: Request for Authorization to Dispose of Fire Department 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.



**City of Black Hawk
City Council**

June 8, 2016

MEETING MINUTES

Brian Buringa, contractor for the City, rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, June 8, 2016, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, Police Chief/Acting City Manager Cole, Community Planning and Development Administrator Linker, Public Works Director Isbester, Fire Chief Taylor, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no agenda changes.

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. There were no conflicts noted from City Council.

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. **PUBLIC COMMENTS:** Deputy City Clerk Martin confirmed that no one had signed up to speak.

6. **APPROVAL OF MINUTES** May 25, 2016.

MOTION TO APPROVE

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

MOTION PASSED

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. Resolution 42-2016, A Resolution Approving a Certificate of Appropriateness to Rebuild the Collapsed Historic Dry-Stack Retaining Wall at 251 Church Street

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker introduced this application, which she explained is in conjunction with a forth coming Emergency Grant to rebuild a collapsed historic dry-stack retaining wall. Linker said the applicant, Eleanor Ceuleers, first reported the wall collapse on March 30, 2016. Linker said that since reporting the event, the foundation is now gone and Ms. Ceuleers has been working to secure a contractor and structural engineer to complete a scope of work and engineered drawings, at which time then Linker will bring the Emergency Grant before Council. Staff recommends approval.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 42-2016, A Resolution Approving a Certificate of Appropriateness to Rebuild the Collapsed Historic Dry-Stack Retaining Wall at 251 Church Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to Approve Resolution 42-2016, A Resolution Approving a Certificate of Appropriateness to Rebuild the Collapsed Historic Dry-Stack Retaining Wall at 251 Church Street.

MOTION PASSED

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

8. ACTION ITEMS:

A. Resolution 43-2016, A Resolution Awarding the Contract for 400 Chase Street to Big Valley Construction in a Total Amount Not Exceed \$854,308

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained that the Request for Proposal went out to 300 registered contractors and only two responded due to the intensity of the project, as this isn't the typical residential project. Linker said that Big Valley Construction was the lowest bid and Brian Buringa is the superintendent for the job and has done many other projects for the City. The work is to begin on June 13 and be finished by December 21, 2016. She said the homeowner lives out of state, yet will be meeting with the contractor next week, at which time the remaining documents can be signed in preparation to come before Council on June 22.

Alderman Bennet had several questions related to the foundation and the flood plain zone of this application in comparison to another. City Attorney explained that the Flood Plain regulations have been updated since the other application.

Mayor Spellman asked Linker to go on the record to provide findings on the porch issue related to this property. Linker reminded Council that at their April 27 meeting where they approved a Certificate of Appropriateness for the exterior rehabilitation of 400 Chase Street, it was determined by a Wood Survey that the front porch was part original, with the other part being a non-historic addition. Council at that time felt that the addition should fall under the 50 year rule, so Linker had the wood surveyor come back out and he came up with the same conclusion due to finding plywood date stamped 1974. Linker then met with the Mayor, City Attorney, and City Manager and it was determined that based on the best information available, the project will move forward with the original scope of work and remove the addition to retain the original historic footprint.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 43-2016, A Resolution Awarding the Contract for 400 Chase Street to Big Valley Construction in a Total Amount Not Exceed \$854,308.

MOTION PASSED

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

B. Resolution 44-2016, A Resolution Approving the Revised Title VI Plan for the Black Hawk Central City Tramway Operations

Mayor Spellman read the title.

Public Works Director Isbester said the Title VI plan was approved by Council back in April, but CDOT wanted some extra service standards added, which now requires Council's approval.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 44-2016, A Resolution Approving the Revised Title VI Plan for the Black Hawk Central City Tramway Operations.

MOTION PASSED

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

C. Resolution 45-2016, A Resolution Approving the Purchase of Self Contained Breathing Apparatus (SCBA) from Front Range Fire Apparatus

Mayor Spellman read the title.

Fire Chief Taylor introduced this item for the Fire Department replacement of self-contained air tanks and harnesses. He said last year he applied for a grant for this purchase. The grant wasn't approved, but he was able to budget for that amount, plus inflation, for this line item in the 2016 budget. He later came to find out that it is much less expensive to go directly to the manufacturer than through a grant. Due to the savings, the Fire Department can now also replace the Water Department's SCBA without an impact to their budget, and still be under his original budget. He said the new apparatus will now be compatible with the Water Department, and the Fire Department will provide the maintenance and upkeep on all the units, plus jointly train with the Water Department.

Chief Taylor referred to a comparison spreadsheet that was put together and part of Council's packet. He said there was one vendor, who came in less, yet one of the requirements is to be fit tested, and the lowest bidder was not able to provide that need. Staff recommends awarding the SCBA purchase to Front Range Fire Apparatus. He said they also offer multiple operational and safety options which would bring the units in compliance with the expected 2018 NFPA Standards, so Chief Taylor would also recommend the purchase of those options for a total of \$71,380. The budget line item is designated at \$240,000. With the addition of the Water Department equipment and the safety options, the Fire Department remains within budget at \$223,100.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 45-2016, A Resolution Approving the Purchase of Self Contained Breathing Apparatus from Front Range Fire Apparatus.

MOTION PASSED

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

9. CITY MANAGER
REPORTS:

Acting City Manager Cole had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report. 2 and 5

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 and 5 for Executive Session specific legal issues relate to pending litigation and traffic control

**MOTION TO
ADJOURN INTO
EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:25 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:05 p.m.

MOTION PASSED

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:05 p.m.

Michele Martin
Deputy City Clerk

David D. Spellman
Mayor

COUNCIL BILL 13
AN ORDINANCE AMENDING
THE BLACK HAWK
MUNICIPAL CODE BY THE
ADDITION OF A NEW
ARTICLE X OF CHAPTER 7
ENTITLED SAND AND OIL
SEPARATOR FACILITIES

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

COUNCIL BILL NUMBER: _CB -13

ORDINANCE NUMBER: 2016-13

TITLE: AN ORDINANCE AMENDING THE BLACK HAWK MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE X OF CHAPTER 7 ENTITLED SAND AND OIL SEPARATOR FACILITIES

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

Section 1. The Black Hawk Municipal Code is amended by the addition thereto of a new Article X of Chapter 7 entitled "Sand and Oil Separators," to read as follows:

ARTICLE X

Sand and Oil Separators

Sec. 7-221. Purpose and Applicability.

(a) The requirements established in this Article shall apply to sand/oil separator facilities for non-domestic dischargers built, constructed, or existing within the City.

(b) Non-domestic dischargers include automotive service facilities, machine shops, automotive care centers, auto body shops, car washes, parking garages, surface parking lots, or any other facility that generates sand, petroleum oil, grease or other petroleum product, grit, gravel or other aggregate that may discharge into a stormwater collection system. Access to the stormwater collection system is often via inlets and floor drains located inside shop areas and parking garages and lots that are not limited to non-polluting wastewater sources; such drains must be connected to a sand/oil separator.

(c) All facilities subject to this Article must comply with the requirements of this Article.

Sec.7- 222. General Control Requirements.

(a) A sand/oil separator facility shall be required when, in the judgment of the City, it is necessary for the proper handling of liquid wastes which may be harmful to, or cause obstruction in the stormwater collection system. It shall be the responsibility of the facility user, here defined as the owner of the property, business or an authorized representative, to contact the City of Black Hawk Public Works Department for the purpose of obtaining a sand/oil separator permit. This process will require submittal of a plan that includes the necessity, size, location, and other

requirements of the separator required to control discharges into the stormwater system. The review of such plans and operating procedures shall in no way relieve the facility user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City. All existing sand/oil separator systems are required to obtain a Sand/Oil Separator Permit. Existing systems must be permitted and approved within six (6) months of enactment of this Ordinance, or no later than December 22, 2016.

(b) The sand/oil separators shall be designed, sized, installed, maintained and operated so as to accomplish their intended purpose of intercepting pollutants from the facility user's stormwater and preventing the discharge of such pollutants to the City's stormwater collection system.

(c) Upon change of ownership of any existing facility which would be required to have a sand/oil separator facility under this Section, the applicant shall have the burden to demonstrate that a properly sized and functioning sand/oil separator facility is installed.

(d) Toilets, urinals and similar fixtures shall not waste or otherwise discharge through a sand/oil separator. Such fixtures shall be plumbed directly into the building sewer and waste system.

(e) The user shall ensure all sand/oil separators are easily accessible for inspection, cleaning, and removal of sand and oil.

(f) The facility user shall maintain the sand/oil separator at its own expense and keep in efficient operating condition at all times by the regular removal of sand and oil.

Sec. 7-223. Required Maintenance.

(a) Sand/oil separators shall be maintained by regularly scheduled cleaning to provide for their operation as intended to efficiently separate the sand and oil from the facility's stormwater system. A sand/oil separator shall be serviced at a minimum once every calendar year.

(b) The City may require more frequent cleaning if such more frequent cleaning is determined by be necessary in the discretion of the Public Works Director. The Public Works Director may also approve a waiver from the minimum maintenance interval requirement if the user can demonstrate less frequent cleaning is necessary.

(c) The facility user shall provide an annual inspection report to the City of Black Hawk Public Works Department by January 31 for the preceding year regarding the maintenance of the sand/oil separators. The report shall indicate the level of sand and oil in the interceptors, the date of cleaning or inspection, the approximate gallons of oil and debris removed (if cleaned), and the method of disposal (if cleaned). Upon reviewing the annual inspection report, the Public Works Director shall have the discretion to determine if additional maintenance is required.

(d) Along with the annual inspection report required hereunder, the facility user shall provide a proposed schedule (subject to change due to weather conditions, truck availability, and other conditions beyond the facility user's control) for regularly scheduled inspection and maintenance in accordance with the City's rules and specifications. Pumping and maintenance of the sand/oil separators shall not unreasonably interfere with the operations of any City service, or unreasonably adversely impact traffic circulation.

(e) Maintenance of sand/oil separators shall be undertaken only by a business/professional normally engaged in the servicing of such plumbing fixtures. In the event a separator is not properly maintained by its user, owner, lessee, or other authorized representative of the facility, the City may authorize such maintenance work be performed on behalf of the separator user. The City will provide notice prior to any maintenance work performed. The costs of such maintenance and an administration fee shall be billed directly to the separator user or property owner and shall become part of the charges due and owed to the City and the City shall have the right to constitute a lien against the property until paid in full.

(f) The facility user must take reasonable steps to assure that all waste is properly disposed of at a facility in accordance with federal, state and local regulations (i.e. through a certification by the hauler included on the waste manifest or trip ticket for each load).

(g) The sand/oil separator user shall be responsible for cleanup of any spills due to pumping, maintenance, or repair of any separator on private or public property after the maintenance activity. All surfaces shall be cleaned and restored to City standards, and all costs of repair, maintenance, restoration and/or cleanup caused by a facility will be that facility user's responsibility.

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

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

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

READ, PASSED AND ORDERED POSTED this 22nd day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

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

SUBJECT: An Ordinance amending Chapter 7 the Black Hawk Municipal Code establishing regulations for Sand and Oil Separator (SOS) facilities. (P-15-15)

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

MOTION TO APPROVE ORDINANCE NUMBER 2016-13 AMENDING THE BLACK HAWK MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE X OF CHAPTER 7 ENTITLED SAND AND OIL SEPARATOR FACILITIES.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The proposed Ordinance is brought before City Council in an effort to protect the health and cleanliness of local waterways and property in and around the City of Black Hawk. Currently, sand and oil generated from establishments such as automotive service and machine shops, car washes, parking garages, surface parking and restaurants are not regulated by the City of Black Hawk. Typically sand and oil generated from these uses are captured through the use of sand and oil separator devices before these materials enter the ground surface and eventually the storm water system. Unless existing facilities are regulated properly, and unless businesses are required to install sand/oil separators, sand and oil may be discharged into surrounding streams and rivers. To prevent this occurrence City staff has drafted an ordinance that will amend the municipal code to not only require the installation of sand and oil separators systems but to also enforce regulations requiring these facilities to be properly maintained and inspected.

The Ordinance will amend Chapter 7 of the Black Hawk Municipal Code through the introduction of new Article X titled "Sand and Oil Separators". Within Article X will be three new sections. Section 7-221 "Purpose and Applicability" states the reasons for requiring sand and oil separators to be installed within the City of Black Hawk. Section 7-222 titled "General Control Requirements", outlines scenarios in which a sand/oil separator will be required by a business, and the process for obtaining a permit. This section also identifies key information about a sand/oil interceptor's proper operation. Finally, Section 7-223 titled "Required Maintenance", outlines the schedule for required maintenance and inspections.

Copies of the Annual Sand/Oil Separator (SOS) Annual Application and Renewal Form and the Annual Sand/Oil Separator Maintenance Log have also been attached for Council's reference.

AGENDA DATE: June 22, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
Tom Isbester, Public Works Director
Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:

Ordinance No. 2016-13
Exhibit 1 - SOS Application and Renewal Form
Exhibit 2 - SOS Maintenance Log

RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:

Cynthia L. Linker

6/16/2016

Cynthia L. Linker, CP&D Administrator

REVIEWED BY:

Jack D. Lewis

Jack D. Lewis, City Manager

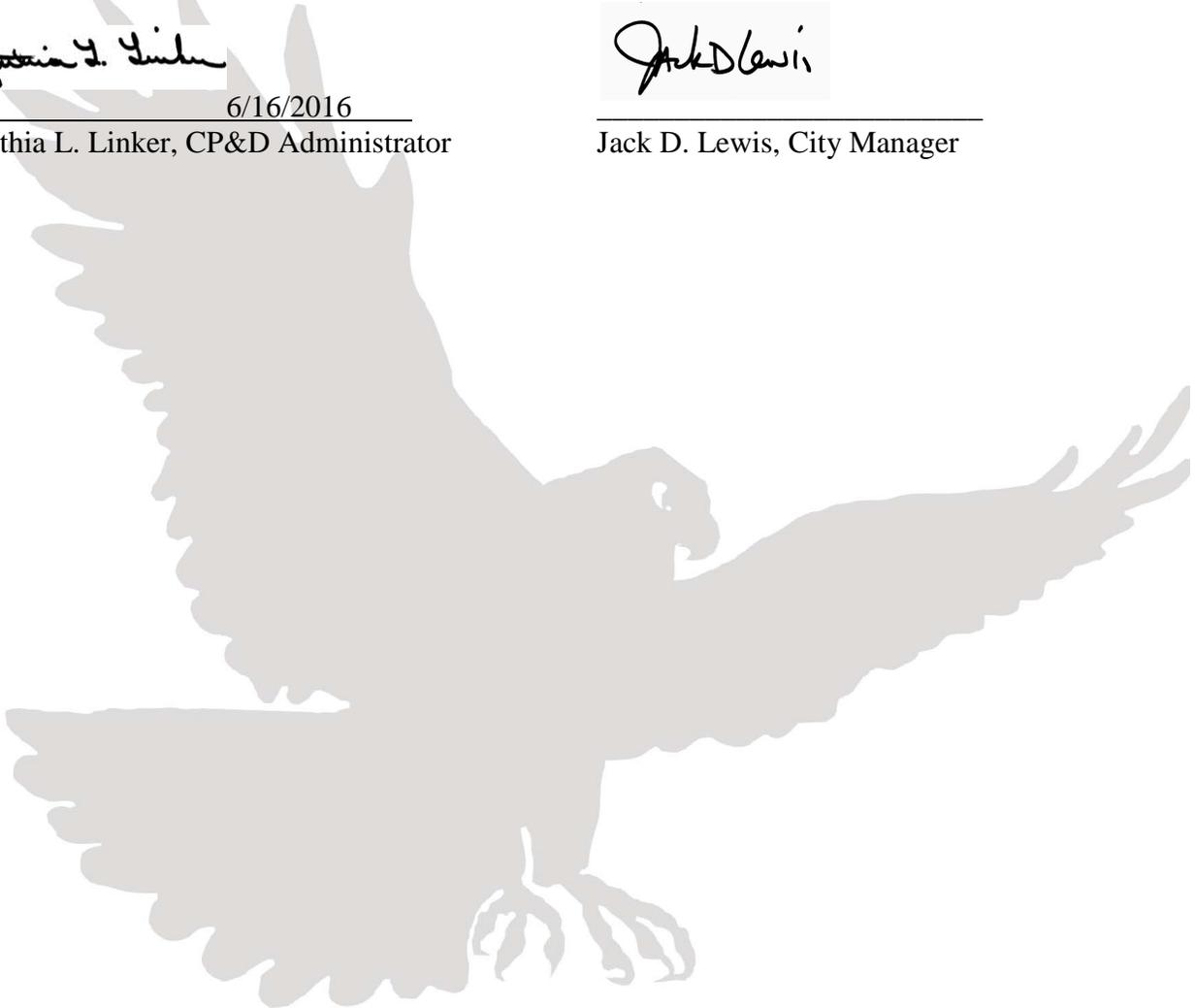


EXHIBIT 1

SOS APPLICATION AND RENEWAL FORM



City of Black Hawk 2016 Sand/Oil Separator System Annual Application and Renewal Form

City of Black Hawk-Public Works

987 Miners Mesa Road
P.O. Box 68
Black Hawk, Colorado 80422
Public Works: 303-582-1324 (phone)
Public Works: 303-582-2250 (fax)
Email: escully@cityofblackhawk.org

\$50.00 Fee Received: _____ (date)
Check Number: _____
Cash: _____
Credit Card: _____
Permit Issued: _____
Permit Expiration: December 31, 2016

Refer to Chapter 7 Article X of the Black Hawk Municipal Code

Facility Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

General Notes and Guidelines:

Only complete application submittals, as determined by Public Works, will be accepted for processing. In complete applications and renewals will be returned.

1. Contractor to perform work: _____
2. Contractor address: _____
3. Contractor telephone: _____
4. Contractor email address: _____
5. Contractor Business License/Contractor Registration Number: _____
6. Contractor State License Number: _____
7. Contractor to provide sand/oil separator system manufacturer: _____

8. Contractor to provide sand/oil separator system size: _____

9. Contractor to describe location of sand/oil separator system within facility: _____

10. Contractor to provide and attach one (1) copy of original as-built plans for current sand/oil separator system.
11. Contractor to provide and attach one (1) copy of the completed annual maintenance log for current sand/oil separator system.
12. Contractor to provide and attach one (1) copy of the proposed maintenance schedule.

Office Use Only:

Proof of Insurance: Yes _____ No _____
Annual Renewal Only – As-built plans are current and on file with PW Yes _____ No _____

Issued By Public Works Department: _____
Date: _____

EXHIBIT 2

SOS MAINTENANCE LOG

RESOLUTION 46-2016
A RESOLUTION
CONDITIONALLY
APPROVING THE
COMPREHENSIVE SIGN
PLAN AND A
CERTIFICATE OF
APPROPRIATENESS FOR
THE COMPREHENSIVE
SIGN PLAN FOR THE
MONARCH CASINO, AND
APPROVING A LICENSE
AGREEMENT FOR
SIGNAGE ERECTED OVER
CITY PROPERTY

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

Resolution No. 46-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING THE COMPREHENSIVE SIGN PLAN AND A CERTIFICATE OF APPROPRIATENESS FOR THE COMPREHENSIVE SIGN PLAN FOR THE MONARCH CASINO, AND APPROVING A LICENSE AGREEMENT FOR SIGNAGE ERECTED OVER CITY PROPERTY

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

Section 1. The City Council hereby determines to approve the Comprehensive Sign Plan and grant the Certificate of Appropriateness for the Monarch Casino Comprehensive Sign Plan, upon the satisfaction of the following conditions:

- A. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign; and
- B. Projecting signs will comply with the regulations pertaining to height limitations and placement as set forth in the Black Hawk Municipal Code and according to the license agreement between Monarch Casino and the City of Black Hawk.

Section 2. The City Council hereby approves the License Agreement between the City and Monarch Growth, Inc., and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 22nd day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a Comprehensive Sign Plan for the Monarch Casino, located on property described in Exhibit A and generally located at 488 Main Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, June 22nd, 2016 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 A. Greiner
City Clerk

Exhibit A

488 Main Street –

Lot 1, Block 1 Monarch Casino Filing No. 1 Final Plat, recorded December 12, 2014 at Reception No. 152710 of the Records of the Gilpin County Clerk and Recorder, with all of said parcel being located within the Southeast Quarter of Section 7, Township 3 South, Range 72 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado.

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

SUBJECT: Certificate of Appropriateness for the Comprehensive Sign Plan for the Monarch Casino, and Approving a License Agreement for Signage Erected Over City Property (P-16-02)

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

MOTION TO APPROVE RESOLUTION 46-2016 CONDITIONALLY APPROVING THE COMPREHENSIVE SIGN PLAN AND A CERTIFICATE OF APPROPRIATENESS FOR THE COMPREHENSIVE SIGN PLAN FOR THE MONARCH CASINO, AND APPROVING A LICENSE AGREEMENT FOR SIGNAGE ERECTED OVER CITY PROPERTY.

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the license agreement between Monarch Casino and the City of Black Hawk.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On April 16, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness from Monarch Growth, Inc. The application proposes a Comprehensive Sign Plan (CSP) for the Monarch Casino property at 488 Main Street, and proposes 5 new signs for the new parking garage building on the property. Excerpts from the Comprehensive Sign Plan, indicating the proposed signs and their locations, have been included below. Attached to this staff report is the Comprehensive Sign Plan document that catalogues all signs proposed for installation. One projecting sign needs a License Agreement as it will project into Main Street ROW. Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness and License Agreement be approved.

AGENDA DATE: June 22, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:

Resolution 46-2016
Public Hearing Notice
Land Use Application
Comprehensive Sign Plan
Signed License Agreement

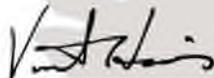
RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:

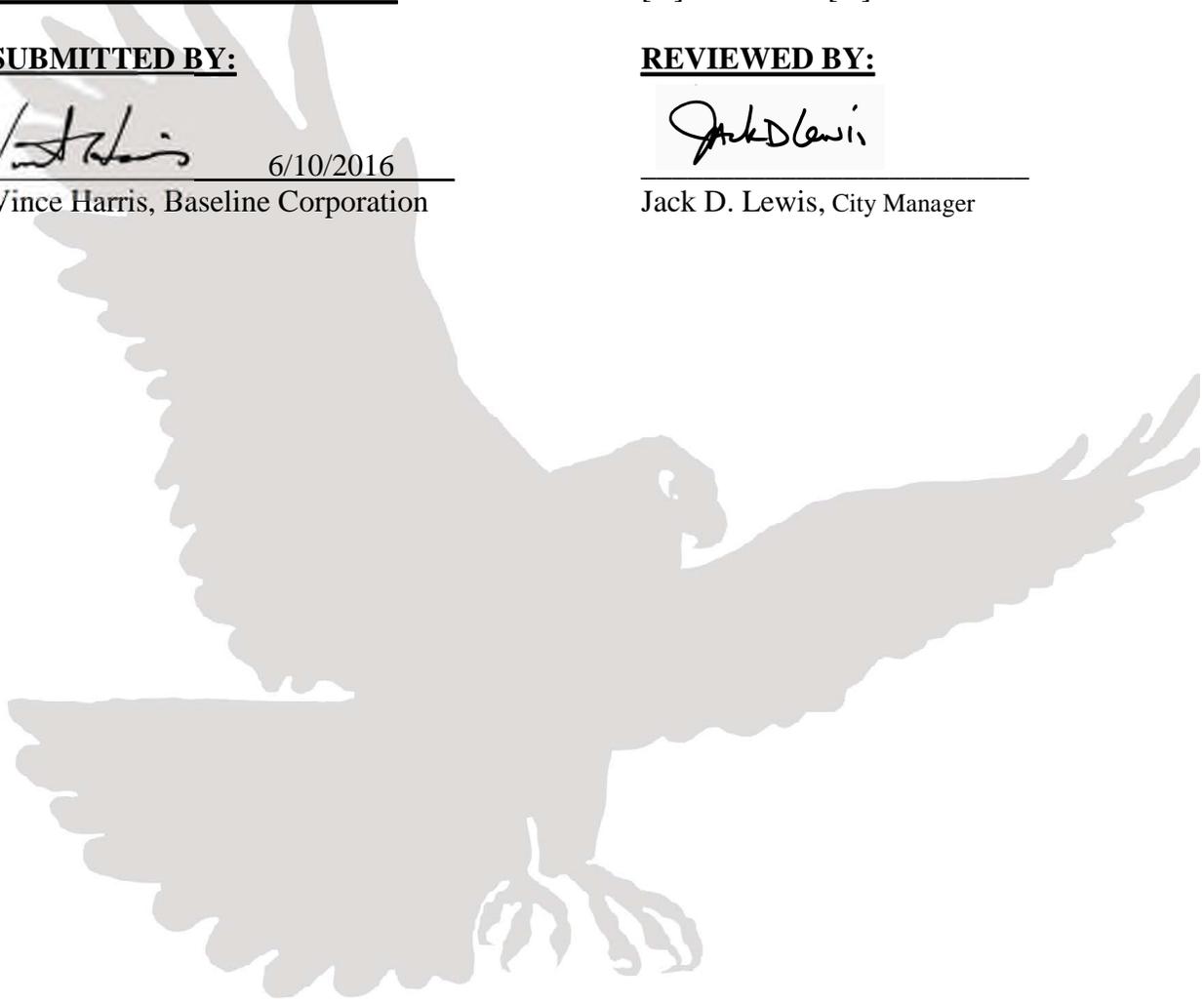
 6/10/2016

Vince Harris, Baseline Corporation

REVIEWED BY:



Jack D. Lewis, City Manager



Staff Report



STAFF REPORT: Certificate of Appropriateness Approval for a Monarch Casino Comprehensive Sign Plan (P-16-02) and License Agreement for a Projecting Sign

For: City Council
Project: Monarch Casino Comprehensive Sign Plan/License Agreement
Property Address: 488 Main Street
Applicants: Monarch Growth, Inc.
Zoning: GOLD District & PUD
Prepared by: Jaxon Fagan, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D



BACKGROUND:

On April 16, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness from Monarch Growth, Inc. The application proposes a Comprehensive Sign Plan (CSP) for the Monarch Casino property at 488 Main Street, and proposes 5 new signs for the new parking garage building on the property. Attached to this staff report is the Comprehensive Sign Plan document that catalogues all signs proposed for installation. Excerpts from the Comprehensive Sign Plan, indicating the proposed signs and their locations, have been included below. One projecting sign needs a License Agreement as it will project into Main Street ROW.

Sign Location Map



Proposed Sign Details – on new garage

| SIGNAGE | ALPHANUMERIC IDENTIFIER | COPY | SIZE | QTY. | SIGN TYPE | ILLUMINATION | ELEVATION | SQ. FT. |
|--|--|-----------------------------------|--|------|-----------------------|---------------------------|-----------------|----------------|
| | STA001 STATION P.O. BOX 623-0001 | ELECTRONIC FULL COLOR VIDEO BOARD | 28'-4" H x 50'-4" W MATRIX 30'-4" H x 52'-4" W O.A. | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 1,587.5' |
| MONARCH | MON001 | MONARCH | 7'-6" H x 76'-0" W | 1 | WALL MOUNT | INTERIOR LED ILLUMINATION | EAST ELEVATION | 570' |
| SELF PARKING SELF PARKING | MON002 | SELF PARKING | 2'-6" H x 13'-5 7/8" W FACE LENGTH 20'-6 1/4" | 1 | WALL MOUNT PROTRUDING | INTERIOR LED ILLUMINATION | SOUTH ELEVATION | 36.2' |
| EXIT | MON003 | EXIT | 2'-6" H x 13'-5 7/8" W | 1 | WALL MOUNT | INTERIOR LED ILLUMINATION | SOUTH ELEVATION | 33.7' |
| DO NOT ENTER | MON004 | DO NOT ENTER | 1'-5" H x 11'-0" W | 1 | WALL MOUNT | INTERIOR LED ILLUMINATION | SOUTH ELEVATION | 15.6' |
| N/A | MON005 | | | | | | | |
| TOTAL SQUARE FOOTAGE OF NEW SIGNAGE | | | | | | | | 2243.0' |

Existing Sign Details

| SIGNAGE | ALPHANUMERIC IDENTIFIER | COPY | SIZE | QTY. | SIGN TYPE | ILLUMINATION | ELEVATION | SQ. FT. ² |
|--|-------------------------|---------------------------------|---|------|-------------|---------------------|----------------|----------------------|
| CASINO | MON006 | CASINO | 2'-0" H x 20'-0" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 40' |
|  MONARCH | MON007 | ICON MONARCH | 5'-6" H x 4'-5" W 2'-2" H x 22'-0" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 24.29' 47.96' |
|  | MON008 | ELECTRONIC MESSAGE UNIT | 8'-9" H x 10'-9" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 72.5' |
| MONARCH | MON009 | MONARCH | 1'-7" H x 16'-6" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 26.12' |
|  | MON010 | ELECTRONIC MESSAGE UNIT W/ LOGO | 13'-2" H x 8'-0" W | 1 | BLADE MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 105.33' |
| PARK | MON011 | PARK | 10" H x 3'-8" W | 1 | DIRECTIONAL | NON ILLUMINATED | EAST ELEVATION | 3.05' |
|  (ROTATED VIEW) | MON012 | PARK W/ LOGO | 10'-0" H x 2'-6" W | 1 | DIRECTIONAL | DIRECT ILLUMINATION | EAST ELEVATION | 25' |
|  (ROTATED VIEW) | MON013 | PARK W/ LOGO | 10'-0" H x 2'-6" W | 1 | DIRECTIONAL | DIRECT ILLUMINATION | EAST ELEVATION | 25' |
| BUS STOP | MON014 | BUS STOP | 10" H x 6'-4" W | 1 | DIRECTIONAL | NON ILLUMINATED | EAST ELEVATION | 5.27' |
|  MONARCH | MON015 | ICON MONARCH | 2'-5" H x 2'-0" W 1'-4" H x 13'-6" W | 1 | WALL MOUNT | NON ILLUMINATED | EAST ELEVATION | 4.83' 17.96' |
| VALET EXIT | MON016 | VALET EXIT | 10" H x 7'-4" W | 1 | DIRECTIONAL | NON ILLUMINATED | EAST ELEVATION | 6.11' |
|  | MON017 | ELECTRONIC MESSAGE UNIT | 2'-8" H x 10'-10" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 29.79' |
| TOTAL SQUARE FOOTAGE OF EXISTING SIGNAGE | | | | | | | | 432.92' |

The proposed Comprehensive Sign Plan has been reviewed by Staff for compliance with Chapter 15 (Sign Code – Sign Regulations) of the Black Hawk Municipal Code.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Section 15-13 (Sign Code) of the Black Hawk Municipal Code regulates the need for Comprehensive Sign Plans (CSP). This staff report relates the need for City Council to review and take action on the proposed Comprehensive Sign Plan. 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.

The CSP process is provided by the City of Black Hawk Municipal Code to offer more flexibility with the number, size, proportion and balance of signs. The City of Black Hawk Municipal Code permits a total allowable square footage of signage to be calculated at one square foot per linear foot of building frontage. The CSP process allows for a total signage area calculated at 135% of the total allowed sign area. An additional 35% of sign area is permitted for those CSP's that propose utilization of Electronic Message Centers (EMC). The total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met. Excerpts from the Black Hawk Municipal Code as they relate to the regulation of Comprehensive Sign Plans are included below. Those regulations that are particular to this submittal have been provided along with staff comments.

The Monarch CSP proposes 2,243 sq.ft. of new sign area, in addition to 433 sq.ft of existing sign area, for a total of 2,676 sq. ft of sign area. 4,100 sq. ft. of sign area is allowed on the property based on allowed/required calculations. Included below is an evaluation for the CSP.

Excerpts from:

**The City of Black Hawk
Municipal Code
Chapter 15 – Sign Code
Article IV – Sign Regulations**

Sec. 15-13. Comprehensive Sign Plans. The Comprehensive Sign Plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics. This Section assumes that strict compliance with preceding sections of this Chapter provides effective signage for smaller properties and developments and meets community goals for appearance and safety. However, as developments grow in size, opportunities for more effective signage increases. Larger sites offer opportunities for alternative regulation of the number, size, proportion and balance of signs according to alternative standards consistent with the types of establishments, state of the art technology and their approved architecture character.

Sec. 15-13(b) Applicability. A Comprehensive Sign Plan is required for each of the following uses:

(1) Any building located in a nonresidential district wanting to have additional sign area than allowed in a Standard Sign Plan and wanting the ability to utilize special event banners and signs for any special event as defined in the Black Hawk Municipal Code. The regulations governing a Certificate of Appropriateness can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.

Staff Comment:

The applicant is required to submit a CSP since they have proposed sign area in excess of the area allowed with a Standard Sign Plan. The addition of buildings to the Monarch site affords them the opportunity to have more sign area. This CSP will function on an interim basis until Monarch brings in another CSP (at a later time) that will include new signage for the future tower.

Sec. 15-13 (c) Application filing. Applications for Comprehensive Sign Plans shall be submitted to the Planning Department.

Sec. 15-13 (d) Submittal requirements.

(1) Applicants must submit a detailed Comprehensive Sign Plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: location, relationship of signs to adjacent properties, size, height, color, lighting, technology options, orientation, construction materials and typography.

(2) Comprehensive Sign Plans shall include:

a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.

b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.

c. A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building.

d. The site plan shall include the property lines of the subject site in order to determine that all signage is contained on the property.

Staff Comment:

The applicant has prepared a CSP in accordance with City regulations. One projecting sign is proposed at the entry to the garage which necessitates the license agreement for airspace over Main Street.

Sec. 15-13 (e) In case of projecting or blade signs that utilize the airspace above public right-of-way, a license agreement will be generated by the City of Black Hawk for the applicant to review and it shall be reviewed for approval by City Council.

Staff Comment:

The applicant has signed a license agreement that will be reviewed by City Council as part of the review of the Certificate of Appropriateness.

Sec. 15-13(f) No minimum or maximum standards are established for the Comprehensive Sign Plan, except as follows:

- (1) The total sign area proposed may not exceed one hundred and thirty-five percent (135%) of the permitted sign area allowed on the subject property as calculated and regulated in Section 15-61. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message signs (EMS). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met.
- (2) Permanent window signage shall meet the requirements as set forth in Section 15-43(8).
- (3) Temporary Banner Sign and Special Event Signs:
 - a. Temporary Banner Sign: One temporary vinyl style banner sign is allowed only if included in an approved Comprehensive Sign Plan. A temporary banner sign shall not count toward the maximum sign area permitted for a given business and shall adhere to the following regulations:
 1. There shall not be more than one (1) Temporary Banner Sign attached to the building; and
 2. Such sign shall be placed in the approved designated display location on the building and shall be constructed out of high quality material; and
 3. Such sign shall be allowed to be made of flexible plastic, cardboard, vinyl, fabric or similar non-rigid water-proof material; and
 4. Such sign shall be attached in an inconspicuous manner without zip ties, ropes or other similar visible material; and
 5. Such sign shall be adhered to the building with grommets and be attached with nuts, bolts or other similar non-visible fasteners; and
 6. Such sign shall not exceed thirty-two (32) square feet in size; and
 7. Placement of such sign shall be allowed for thirty (30) consecutive days, six (6) times in a calendar year as specified by the business owner and proper notification to the Planning Department for such days.

b. Special Event Signs: Special Event Signs are allowed only if included in an approved Comprehensive Sign Plan Signs that are related to approved special events as defined in this Chapter 15 and Article X of Chapter 6 (Section 6-332) shall adhere to these regulations and are also subject to approval of a sign permit from the Planning Department and approval by staff, subject to and adhere to the following:

1. Special Event Signs are allowed with the permitted special event provided that the sign area shall be limited to a total of seventy-five (75) square feet and a maximum of three (3) such signs. Such signs must be on private property and securely attached to the wall of a permitted building or permitted structure on the site in a manner that does not allow the sign to wave or flap in any way; and
2. Special Event Signs and any other approved special event associated items shall be located within one-hundred (100) feet of the permitted special event area on the property which must be shown on the Comprehensive Sign Plan and sign permit for the special event.
3. Method of attachment shall be shown in detail in the Comprehensive Sign Plan and no strings, rope or similar attachment item shall be visible from 50 feet or more from such attachment location ; and
4. Special Event Signs shall not be placed above the roof line of any building or structure: and.
5. Special Event signs shall not be counted toward the allowed sign area for a property or business.

Staff Comment:

The property abuts public right-of-way on three sides: Main Street, State Highway 119 and Mill Street. In total, the building façade on the subject property abuts 2,412 linear feet of public right-of-way. According to standard sign regulations, Monarch Casino is permitted a total of 2,412 sq.ft. of sign area. Properties with approved comprehensive sign plan with electronic messaging centers are allowed up to 170% of the permitted sign area, permitting Monarch up to 4,100 sq. of total sign area. This CSP proposes approximately 2,676 sq.ft. of sign area, well within the maximum allowable area.

Sec. 15-13(g) The Comprehensive Sign Plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.

Sec. 15-13(i) Council review and approval. Within sixty (60) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application. The comprehensive sign plan shall be approved if:

- (1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development and designed with a high quality appearance; and

Staff Comment:

The proposed signs are compatible with the other business signs that are existing on the other Monarch building and that surround the property in the heart of Black Hawk’s gaming district.

- (2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and

Staff Comment:

The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complement the existing architecture.

- (3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and

Staff Comment:

Both existing and new signs are consistent in both size and form with the architecture and site characteristics. To give a sense of comparison, the Isle of Capri EMC sign on the east of the building is 1250 sq. ft. in size. Monarch's proposed EMC sign on the new east face of the new garage is 1587 sq. ft. Monarch's proposed sign is 337 sq. ft. larger than the Isle's.

- (4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and

Staff Comment:

The proposed signs meet the objectives of the City's standards.

- (5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code; and

Staff Comment:

The proposed sign plan meets the purpose of the comprehensive sign plan program.

STAFF COMMENTS:

Staff from Baseline Corporation has reviewed and evaluated the prepared Comprehensive Sign Plan provided for the Monarch Casino and finds the document to be in compliance with the regulations established in Sec. 15-13(f) of the Sign Code, which state that the total sign area used may not exceed one hundred and thirty-five (135%) of the permitted sign area. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message center signs (EMC). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met. The CSP document includes approximately 2,243 total square feet of sign area. The total permitted sign area for the Monarch Casino, based on building street frontage, is 2,601 sq.ft.

The proposed CSP shows one sign that project into the public right-of-way. A license agreement has been signed by the applicant to allow these projecting signs to extend into the public right-of-way, and awaits City Council approval.

Staff recommends that the a **Certificate of Appropriateness for the proposed Comprehensive Sign Plan and the License Agreement** for the Monarch Casino be approved, subject to following conditions:

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the license agreement between Monarch Casino and the City of Black Hawk.

FINDINGS:

Within sixty (60) days of receipt of a complete application, the City Council may approve, conditionally approve, or deny the application for Comprehensive Sign Plan. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-13(i):

- (1) Implementation of the Comprehensive Sign Plan will provide signage that is compatible with the surrounding development and designed with a high quality appearance; and
- (2) Implementation of the Comprehensive Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and
- (3) Implementation of the Comprehensive Sign Plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and
- (4) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and
- (5) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

RECOMMENDATION:

Black Hawk and Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a Certificate of Appropriateness for a Comprehensive Sign Plan and License Agreement for a projecting sign as submitted and included with this staff report. The conditions are as follows:

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the license agreement between Monarch Casino and the City of Black Hawk.

ATTACHMENTS:

- Resolution 46-2016
- Notice of Public Hearing
- Land Development Application Form
- Comprehensive Sign Plan Document
- Signed License Agreement

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

*STEP 2
 PRE-PLANNING &
 LAND DEVELOPMENT
 APPLICATION*

TO BE COMPLETED BY APPLICANT

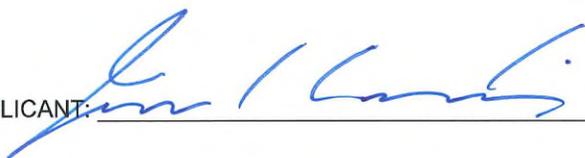
DATE: 04/16/2016 APPLICANT NAME: Monarch Growth, Inc.
 APPLICANT ADDRESS: 3800 S. Virginia Street, Reno NV. 89502
 APPLICANT MAILING ADDRESS: 3800 S. Virginia Street, Reno, NV. 89502
 APPLICANT CONTACT NUMBER 775-824-4401 EMAIL ADDRESS: jfarahi@monarchcasino.com
 PROPERTY OWNER NAME: Monarch Growth, Inc.
 PROPERTY OWNER ADDRESS: 3800 S. Virginia Street, Reno, NV. 89502
 PROPERTY OWNER MAILING ADDRESS: 3800 S. Virginia Street, Reno, NV. 89502
 PROPERTY OWNER CONTACT NUMBER: 775-824-4401 EMAIL ADDRESS: jfarahi@monarchcasino.com
 PROJECT NAME: Monarch Garage Comprehensive Sign Plan
 PROJECT ADDRESS: 444 Main Street
 PROJECT DESCRIPTION: Certificate of Appropriateness and Comp Sign Plan for Monarch Garage
 IS PROPERTY WITHIN CITY LIMITS: YES NO
 PRESENT ZONING: GOLD/PUD (2013-15) CURRENT USE: Gaming/Parking Garage
 NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): Monarch/Casino/Hotel/Garage PUD
 NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): Monarch Casino Filing No. 1
 GILPIN COUNTY ASSESSOR'S I.D. NO.(S): ---- EXISTING PROPERTY SIZE: 2.98 ac ACRES/SQ.FEET
 (PLEASE ATTACH A COPY OF SURVEY/PLAT.)
 EXISTING BUILDING SIZE: 172,164* SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: 0

***EXISTING PARKING GARAGE ONLY APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING**

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANT 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 COMMUNITY PLANNING AND DEVELOPMENT FOR CLARIFICATION.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, 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 and their consultants 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, the adopted Black Hawk Fee Schedule and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

SIGNATURE OF APPLICANT:  DATE: 04/15/2016



BLACK HAWK

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

STEP 3
LAND DEVELOPMENT
APPLICATION
PAGE 1 OF 2

TO BE COMPLETED BY CITY STAFF AND CONSULTANT IN ADVANCE OF SUBMITTAL

CONSULTANTS AND CITY STAFF REVIEW ONLY. DO NOT WRITE BELOW THIS LINE.

All Submittal attachments included? Yes No, additional paperwork needed (see last page)
Public Hearing Required with City Council? Yes No Administrative Approval: Yes No
Date submitted: _____ Date deemed complete: _____

ACTION REQUESTED (COMPLETED BY CONSULTANTS OR CITY STAFF):

- 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
- BOUNDARY LINE AGREEMENT
- ROADWAY EASEMENT
- CHANGE OF USE
- CERTIFICATE OF OCCUPANCY
- TEMPORARY CONSTRUCTION EASEMENT
- LICENSE AGREEMENT
- AIR SPACE EASEMENT
- SITE DEVELOPMENT PLAN
- CERTIFICATE OF APPROPRIATENESS
- TEMPORARY USE PERMIT
- FEMA ELEVATION CERTIFICATE
- FLOOD PLAIN DEVELOPMENT PERMIT
- COMPREHENSIVE SIGNAGE PLAN/SIGN PERMIT
- BOARD OF APPEALS

REVIEW TO BE COMPLETED BY:

- City Attorney
- City Surveyor – CCS Consulting
- Baseline Corporation
- SAFEbuilt
- Community Planning and Development
- Public Works
- Black Hawk Fire Department
- Black Hawk Police Department
- Black Hawk/Central City Sanitation District



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 Community Planning and Development
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STEP 3
LAND DEVELOPMENT
APPLICATION
PAGE 2 OF 2

POTENTIAL SUBMITTAL DOCUMENTS REQUIRED IF SELECTED BY CONSULTANTS OR CITY STAFF

- One legible copy (no faxed copies) of the recorded Warranty Deed(s), or other such recorded documents, reflecting current ownership and any recorded copies of all documents references within the Warranty Deed(s).
- If dedications to the City are to be made, one legible copy (no faxed copies) of the recorded Deed(s) of Trust, mortgage(s) and/or assignments to any and all lending agencies or individuals, including recorded legible copies of any document(s) referenced within the text.
- If the applicant is someone other than the current owner, a notarized letter of authorization empowering the applicant to act on behalf of the owner.
- A title commitment guaranteeing clear title, including legible, recorded copies of all documents referenced within the title commitment by book and page or reception number. The title commitment must have an "Effective date" no earlier than two weeks prior to the date of the Land Use Pre-Planning Application is submitted.
- If the owner or lender is a corporation, a joint venture, or a partnership, an authorization of signatures (official verification that the signatures are authorized to sign up on behalf of the corporation, joint venture or partnership) will be required in the form of:
 - A copy of the Articles of Incorporation and/or Corporate Bylaws, or a copy of the Partnership or Operating agreement, which identifies by proper name and title those authorized to sign on the corporation, joint venture or partnership's behalf, or
 - A certified corporate resolution by the board of directors specifically identifying and authorizing the signatories.
- A detailed written description of the request. Include Structures location, size and general design.
- Annexation Petition.
- Annexation Plat.
- Site Development Plan: prepared in accordance with the Black Hawk Zoning Ordinance.
- Planned Unit Development (PUD): prepared in accordance with the Black Hawk Zoning Ordinance or conceptual site plan for rezoning proposals to non-Planned Unit Development zone district.
- Preliminary Map: prepared in accordance with the Black Hawk Subdivision Ordinance.
- Final Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.
- ALTA Survey of property showing the property dimensions, existing structures, existing vegetation, adjacent roadways, etc.
- Lot Line Adjustment Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.
- One copy of the Traverse Closure Sheet(s) which include the external boundary and all internal lots, and street centerlines.
- Preliminary Drainage Report: prepared in accordance with the Black Hawk Regulations.
- Final Drainage Report: prepared in accordance with the Black Hawk Regulations.
- Geological Report: prepared in accordance with the Black Hawk Subdivision Ordinance.
- Final Traffic Study: prepared in accordance with the Black Hawk Transportation Regulations.
- Final Grading and Erosion Control Plan; prepared in conformance with the Black Hawk Regulations.
- Preliminary Plans for Public Improvements.
- Quantities Estimates for Public Improvements including an 8-1/2 x 11" location map.
- Subdivision Agreement (SA) Information Sheet, if the SA is to be signed by someone other than the current owner of the property.
- A written legal description prepared by a registered land surveyor if property is not part of an approved Subdivision.
- Storm Water Management Plan (SWAMP).
- Other forms and applications:

Certificate of Appropriateness/Comprehensive Sign Plan (CSP) to include a CSP for the proposed signage for the new Garage structure with reference to the existing CSP for the all of the Monarch Casino property. Please include the charts, calculations, tabulations, etc. and formatting of existing/new/removed sign areas as addressed and included in the attached Monarch's CSP for reference as the last submittal.
 Please use the existing Monarch CSP as a starting point for this application. See Sections 15-13 & 15-43 of the Municipal Code for relevant references.



COMPREHENSIVE SIGN PLAN 2016

**444 MAIN STREET
BLACK HAWK, COLORADO
MAY 6TH, 2016**



May 6, 2016

RE: Monarch Garage Comprehensive Sign Package

Property Information
Monarch Casino
444 Main Street
Black Hawk, CO 80422
Property Owner: John Farahi
Contact Number: 775-824-4401

Sign Package Prepared by:
AD ART
150 Executive Park Blvd., Suite 2100
San Francisco, CA 94134
Kurt Mueller
209-931-2584

COMPREHENSIVE SIGN PLAN

Certificate of Completeness

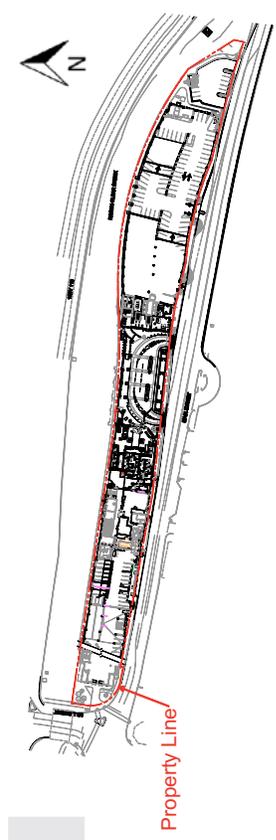
This Comprehensive Sign Plan has been reviewed for code compliance in accordance with the Municipal Code for the City of Black Hawk. The issuance or granting of any sign permit will be based on this document and shall not be construed to be a permit for, or approval of, any violation of any provisions in the Municipal code(s), or of any other ordinance of the City of Black Hawk.

Completeness certification by Baseline Corporation this _____ day of _____, 2016.

Signature: _____



SITE PLAN



BUILDING FRONTAGE & ALLOWABLE SIGNAGE CALCULATION:

| Existing Building | New Parking Garage |
|--------------------------------------|----------------------------------|
| Main Street Building: 720 feet | Main Street Garage: 390 feet |
| HWY 118: 720 feet | HWY 118: 390 feet |
| Main Street: 90 feet | East Elevation: 107 feet |
| Total Building Frontage: 1,530 feet. | Total Garage Frontage: 892 feet. |

Allowable Signage Square Footage Calculation:
 Section 15-62 (Comprehensive Sign Plans) of the Black Hawk Municipal Code allows up to 170% of Allowed Sign Area by Section 15-44.

| | |
|--|------------|
| Total Existing Building Frontage: | 1,530 feet |
| Total New Parking Garage Frontage: | 892 feet |
| Total Monarch Casino Frontage: | 2,412 feet |
| Total Existing Sign Area: | 433 feet |
| Total Proposed Sign Area: | 2,243 feet |
| Total Existing and Proposed Sign Area: | 2,676 feet |

Total allowable Signage Square Footage with this Comprehensive Sign Plan: 2,412 x 170% = 4,100 Square Feet

ADART
 460 EXECUTIVE PARK BLVD., SUITE 2100
 SAN FRANCISCO, CA 94164
 TEL: 415.888.4400
 FAX: 415.888.4480
 CA STATE CONTRACTORS LICENSE #826051
www.adart.com

| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 3 | 04-11-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 06-13-2016 | |
| Rev 6 | 08-23-2016 | |

| APPROVALS |
|-----------|
| SALES: |
| CUSTOMER: |
| LANDLORD: |

CONCEPTUAL DRAWINGS ONLY:
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SHEET SP

NEW SIGNAGE

| SIGNAGE | ALPHANUMERIC IDENTIFIER | COPY | SIZE | QTY. | SIGN TYPE | ILLUMINATION | ELEVATION | SQ. FT. |
|---|---------------------------------------|---|--|------|--------------------------|---------------------------------|--------------------|----------------|
|  | STA001 STADIATION P103611030308 | ELECTRONIC FULL COLOR VIDEO BOARD | 28'-4" H x 50'-4" W MATRIX 30'-4" H x 52'-4" W O.A. | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 1,587.5' |
| MONARCH | MON001 | MONARCH | 7'-6" H x 76'-0" W | 1 | WALL MOUNT | INTERIOR LED ILLUMINATION | EAST ELEVATION | 570' |
|  | MON002 | SELF PARKING | 2'-6" H x 13'-5 7/8" W FACE LENGTH 20'-6 1/4" | 1 | WALL MOUNT PROTRUDING | INTERIOR LED ILLUMINATION | SOUTH ELEVATION | 36.2' |
|  | MON003 | EXIT | 2'-6" H x 13'-5 7/8" W | 1 | WALL MOUNT | INTERIOR LED ILLUMINATION | SOUTH ELEVATION | 33.7' |
|  | MON004 | DO NOT ENTER | 1'-5" H x 11'-0" W | 1 | WALL MOUNT | INTERIOR LED ILLUMINATION | SOUTH ELEVATION | 15.6' |
| N/A | MON005 | | | | | | | |
| TOTAL SQUARE FOOTAGE OF NEW SIGNAGE | | | | | | | | 2243.0' |

COLOR SCHEDULE

White 

MT Coppercoat  MT Almond  41-313 Dark Bronze  Matthews Paint

Freestyle FT208-19-02 Freestyle ft208-19-03

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| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 3 | 04-11-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 04-13-2016 | |
| Rev 6 | 03-23-2016 | |

PROJECT 2016 Monarch Casino Comprehensive Sign Plan
 LOCATION 444 Main St, Black Hawk, CO 80422

DATE 2/24/16
 SALES JMB
 DES JMB
 SCALE 3/8" = 1'-0"

| APPROVALS |
|-----------------|
| SALES: _____ |
| CUSTOMER: _____ |
| LANDLORD: _____ |

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NEW SIGNAGE

| SIGNAGE | ALPHANUMERIC IDENTIFIER | COPY | SIZE | QTY. | SIGN TYPE | ILLUMINATION | ELEVATION | SQ. FT. |
|--|-------------------------|-----------------|--------------------|------|-----------|-----------------------|----------------|---------|
|  BLACK HAWK CITY FLAG | FLA001 | T.B.D. | 6'-0" H x 10'-0" W | 1 | FLAG | EXTERIOR ILLUMINATION | EAST ELEVATION | 60'* |
|   | FLA002 | STARS & STRIPES | 8'-0" H x 12'-0" W | 1 | FLAG | EXTERIOR ILLUMINATION | EAST ELEVATION | 96'* |
| | FLA003 | COLORADO STATE | 6'-0" H x 10'-0" W | 1 | FLAG | EXTERIOR ILLUMINATION | EAST ELEVATION | 60'* |
| TOTAL SQUARE FOOTAGE OF NEW FLAGS | | | | | | | | 216' |
| FLAG AREA NOT INCLUDED IN ALLOWED SIGN AREA CALCULATION | | | | | | | | |



ADART
 160 EXECUTIVE PARK BLVD., SUITE 2100
 SAN ANTONIO, TEXAS 78261
 P 418.888.4480
 F 418.888.4480
 www.adart.com

CA STATE CONTRACTORS LICENSE #826051

PROJECT 2016 Monarch Casino Comprehensive Sign Plan
 LOCATION 444 Main St, Black Hawk, CO 80422
 DATE 2/24/16
 SALES JMB
 DES JMB
 SCALE 3/8" = 1'-0"

| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 3 | 04-11-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 06-13-2016 | |
| Rev 6 | 08/25/2016 | |

SALES:
 CUSTOMER:
 LANDLORD:

APPROVALS

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SHEET

2A

EXISTING SIGNAGE

| SIGNAGE | ALPHANUMERIC IDENTIFIER | COPY | SIZE | QTY. | SIGN TYPE | ILLUMINATION | ELEVATION | SQ. FT. ² |
|---|-------------------------|---------------------------------|---|------|-------------|---------------------|----------------|----------------------|
| CASINO | MON006 | CASINO | 2'-0" H x 20'-0" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 40' |
|  MONARCH | MON007 | ICON MONARCH | 5'-6" H x 4'-5" W 2'-2" H x 22'-0" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 24.29' 47.67' |
|  | MON008 | ELECTRONIC MESSAGE UNIT | 6'-9" H x 10'-9" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 72.5' |
| MONARCH | MON009 | MONARCH | 1'-7" H x 16'-6" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 26.12' |
|  | MON010 | ELECTRONIC MESSAGE UNIT W/ LOGO | 13'-2" H x 8'-0" W | 1 | BLADE MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 105.33' |
| PARK | MON011 | PARK | 10" H x 3'-8" W | 1 | DIRECTIONAL | NON ILLUMINATED | EAST ELEVATION | 3.05' |
|  (ROTATED VIEW) | MON012 | PARK W/ LOGO | 10'-0" H x 2'-6" W | 1 | DIRECTIONAL | DIRECT ILLUMINATION | EAST ELEVATION | 25' |
|  (ROTATED VIEW) | MON013 | PARK W/ LOGO | 10'-0" H x 2'-6" W | 1 | DIRECTIONAL | DIRECT ILLUMINATION | EAST ELEVATION | 25' |
| BUS STOP | MON014 | BUS STOP | 10" H x 6'-4" W | 1 | DIRECTIONAL | NON ILLUMINATED | EAST ELEVATION | 5.27' |
|  MONARCH | MON015 | ICON MONARCH | 2'-5" H x 2'-0" W 1'-4" H x 13'-6" W | 1 | WALL MOUNT | NON ILLUMINATED | EAST ELEVATION | 4.83' 17.96' |
| VALET EXIT | MON016 | VALET EXIT | 10" H x 7'-4" W | 1 | DIRECTIONAL | NON ILLUMINATED | EAST ELEVATION | 6.11' |
|  | MON017 | ELECTRONIC MESSAGE UNIT | 2'-8" H x 10'-10" W | 1 | WALL MOUNT | DIRECT ILLUMINATION | EAST ELEVATION | 29.79' |
| TOTAL SQUARE FOOTAGE OF EXISTING SIGNAGE | | | | | | | | 432.92' |

ADART 460 EXECUTIVE PARK BLVD., SUITE 2100
SAN FRANCISCO, CA 94124
TEL: 415.889.4480
FAX: 415.889.4480
415.889.4480

CA STATE CONTRACTORS LICENSE #826051 www.adart.com

PROJECT: 2016 Monarch Casino Comprehensive Sign Plan
LOCATION: 444 Main St, Black Hawk, CO 80422

DATE: 2/24/16
SALES: JMB
DESIGN: JMB
SCALE: 3/8" = 1'-0"

REVISION

| | |
|-------|------------|
| Rev 1 | 03/21/2016 |
| Rev 2 | 04/08/2016 |
| Rev 3 | 04/11/2016 |
| Rev 4 | 04/11/2016 |
| Rev 5 | 04/13/2016 |

DESCRIPTION

DATE

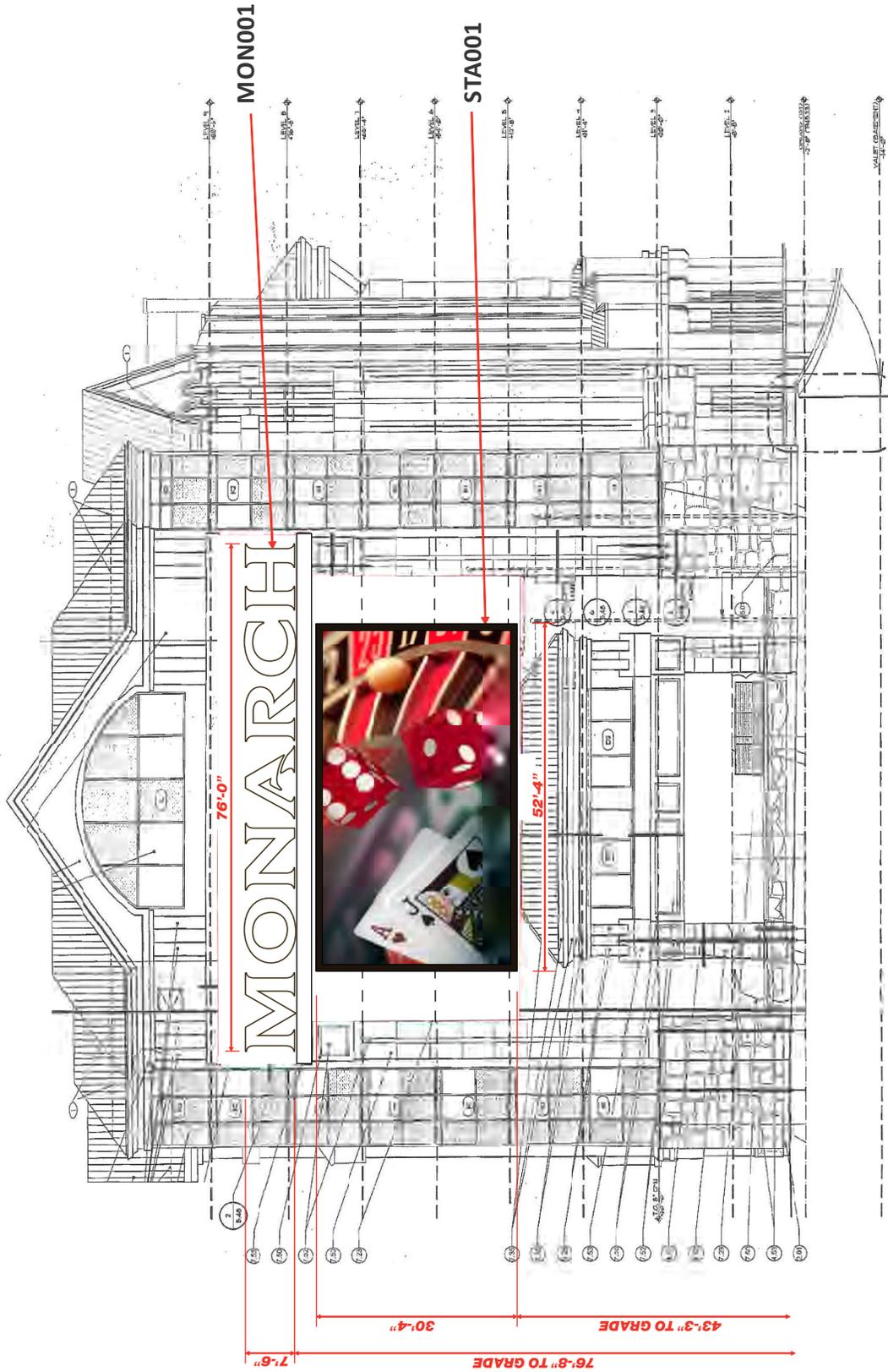
03/21/2016
04/08/2016
04/11/2016
04/11/2016
04/13/2016

APPROVALS

SALES: _____
CUSTOMER: _____
LANDLORD: _____

SHEET

3A



EAST EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

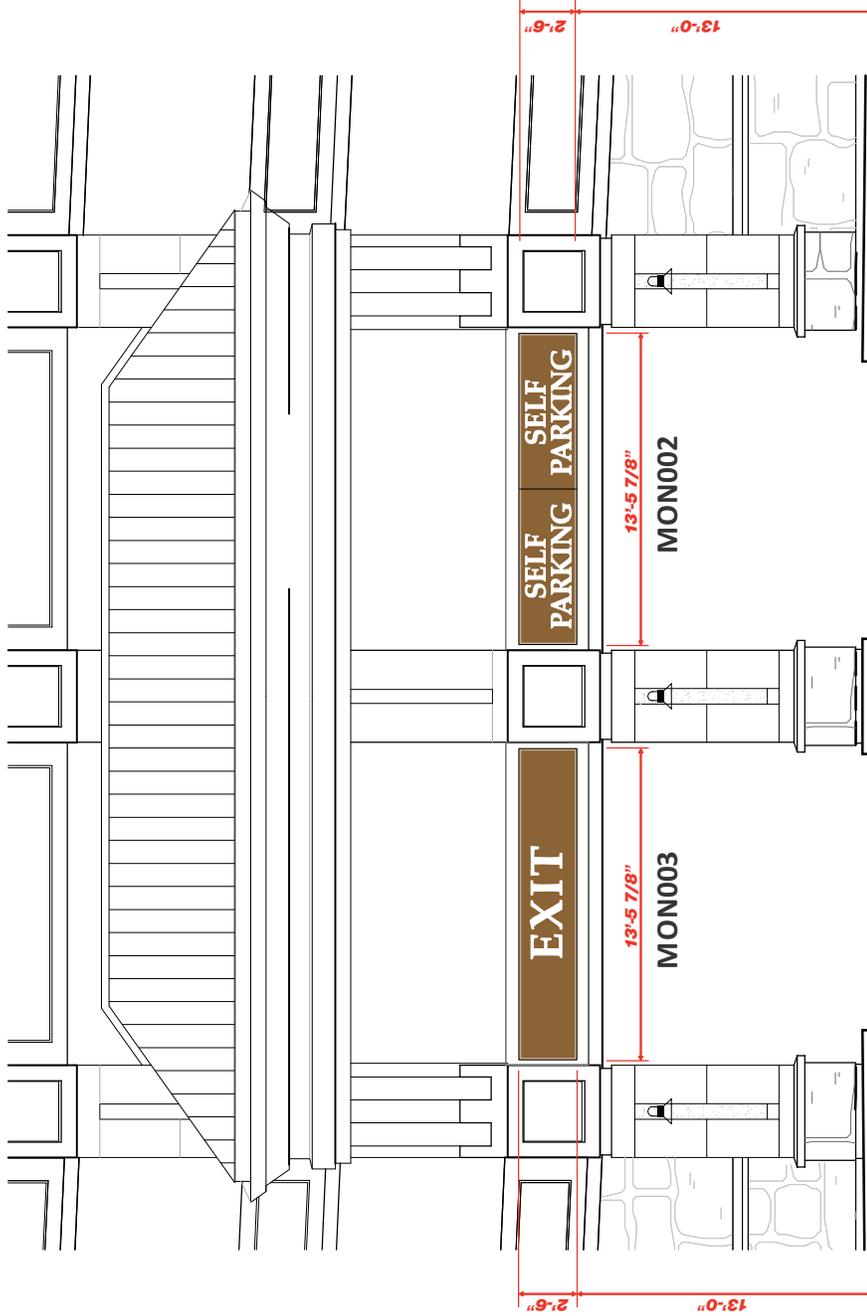
ADART
 160 EXECUTIVE PARK BLVD., SUITE 2100
 SAN JOSE, CALIFORNIA 95128
 P 415.889.8480
 F 415.889.8480
 www.adart.com
 CA STATE CONTRACTORS LICENSE #826051

| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 04-13-2016 | |

| APPROVALS |
|-----------|
| SALES: |
| CUSTOMER: |
| LANDLORD: |

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SHEET
4A



SOUTH EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

ADART
 160 EXECUTIVE PARK BLVD., SUITE 2100
 SAN JOSE, CA 95134
 P 415.888.4480
 F 415.888.4480
 www.adart.com

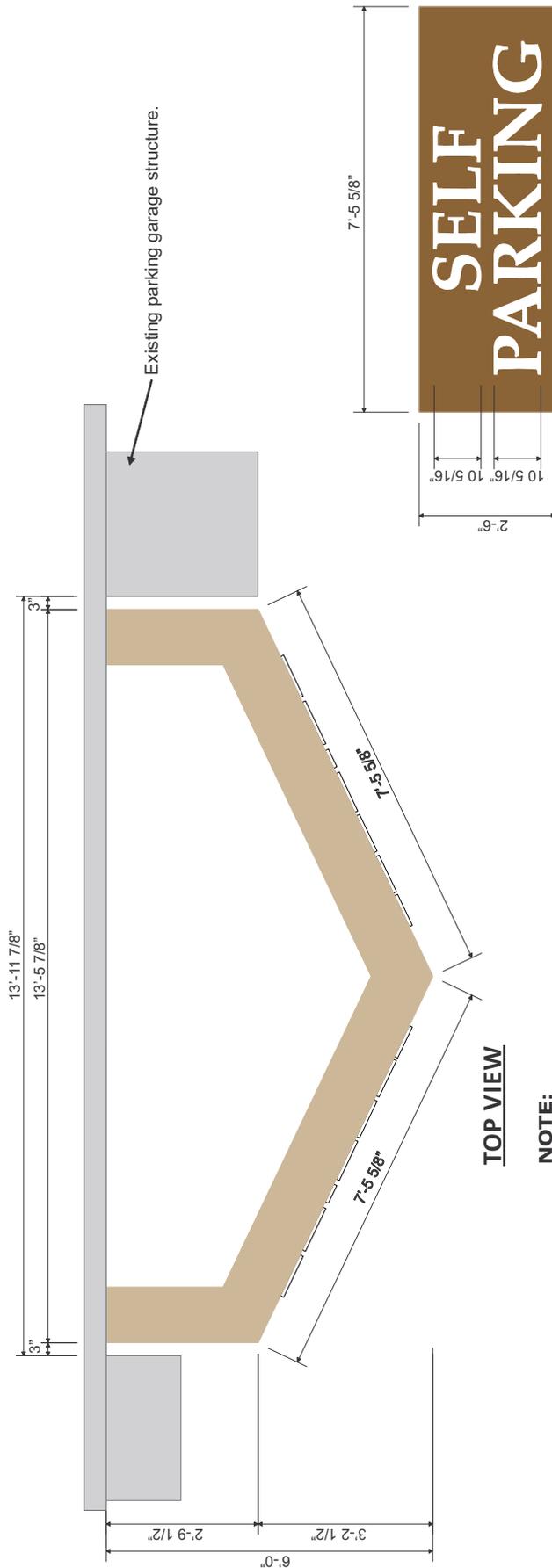
CA STATE CONTRACTORS LICENSE #826051

| | |
|----------|---|
| PROJECT | 2016 Monarch Casino Comprehensive Sign Plan |
| LOCATION | 444 Main St. Black Hawk, CO 80422 |
| DATE | 2/24/16 |
| SALES | JMTB |
| DES | ZHU |
| SCALE | 3/8" = 1'-0" |

| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 3 | 04-11-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 04-13-2016 | |

| | |
|-----------|-----------|
| APPROVALS | SALES: |
| | CUSTOMER: |
| | LANDLORD: |

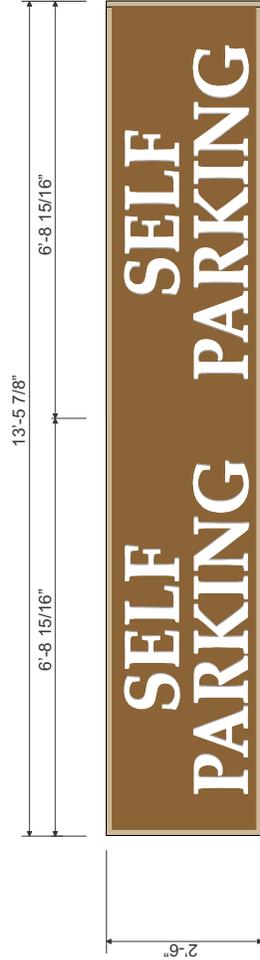
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TOP VIEW

NOTE:
PROPOSED SIGN PROTRUDES
INTO PUBLIC R.O.W.

ACTUAL FACE SIZE



FRONT VIEW

MON002

- (1) Single faced wall mounted displays.
- Fabricated aluminum cabinets with white L.E.D. interior illumination.
- Aluminum faces with routed out copy to be 3/4" white acrylic push thru.

Face to be painted to match MT: Coppercoat 94117
Freestyle FT208-19-02.

Border and cabinet painted to match
MT: Almond 094056 Freestyle FT208-19-03.

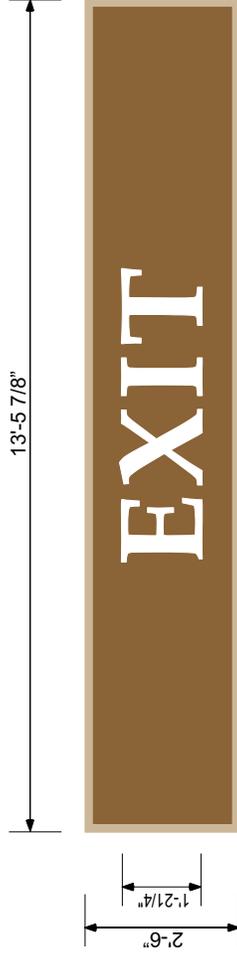
SCALE: 1/2" = 1'-0"

| | |
|---|--|
| PROJECT 2016 Monarch Casino Comprehensive Sign Plan | |
| LOCATION: 444 Main St. Black Hawk, CO 80422 | |
| DATE: 2/24/16 | |
| SALES: JMTB | |
| DES: JMTB | |
| SCALE: 3/8" = 1'-0" | |

| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 04-13-2016 | |

| APPROVALS | |
|-----------|--|
| SALES: | |
| CUSTOMER: | |
| LANDLORD: | |

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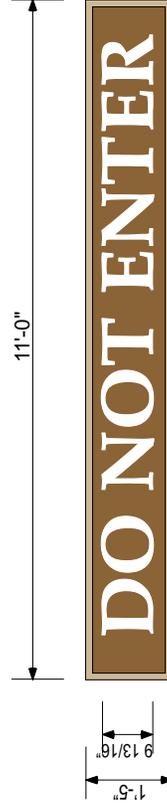
MON003

(2) Single faced wall mounted displays.
 Fabricated aluminum cabinets with white
 L.E.D. interior illumination.
 Aluminum faces with routed out copy
 to be 3/4" white acrylic push thru.

Face to be painted to match MT: Coppercoat 94117
 Freestyle FT208-19-02.

Border and cabinet painted to match
 MT: Almond 094056 Freestyle FT208-19-03.

SCALE: 1/2" = 1'-0"



MON004



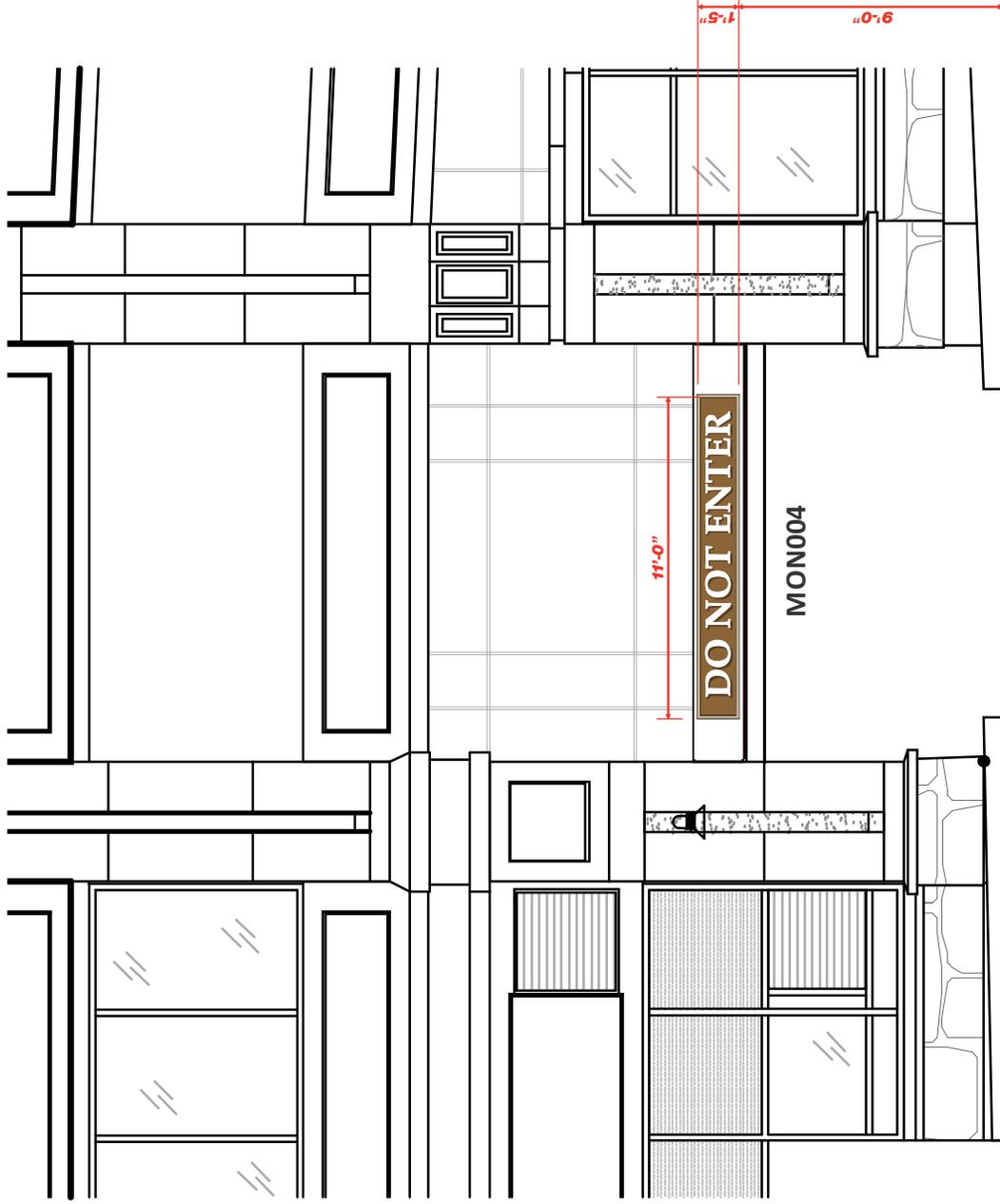
ADART 160 EXECUTIVE PARK BLVD., SUITE 2100
 BAY AREA, CA 94704
 SALES: JMTB ZHU
 DES: SBC/BJR
 SCALE: SBC/BJR
 CA STATE CONTRACTORS LICENSE #826051 www.adart.com
 F 415.888.4480

PROJECT 2016 Monarch Casino Comprehensive Sign Plan
 LOCATION 444 Main St. Black Hawk, CO 80422
 DATE 2/24/16
 SALES: JMTB ZHU
 DES: SBC/BJR
 SCALE: SBC/BJR

| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 04-13-2016 | |

| APPROVALS |
|-----------------|
| SALES: _____ |
| CUSTOMER: _____ |
| LANDLORD: _____ |

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PARTIAL SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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 160 EXECUTIVE PARK BLVD., SUITE 2100
 SAN JOSE, CA 95134
 TEL: 408.899.4400
 FAX: 408.899.4480
 WWW.ADART.COM

PROJECT 2016 Monarch Casino Comprehensive Sign Plan
 LOCATION 444 Main St, Black Hawk, CO 80422
 DATE 2/24/16
 SALES JMTB
 DES JHU
 SCALE 3/8" = 1'-0"

| REVISION | DATE | DESCRIPTION |
|----------|------------|-------------|
| Rev 1 | 03-21-2016 | |
| Rev 2 | 04-08-2016 | |
| Rev 3 | 04-11-2016 | |
| Rev 4 | 04-11-2016 | |
| Rev 5 | 04-13-2016 | |

APPROVALS

SALES: _____
 CUSTOMER: _____
 LANDLORD: _____

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YESCO. LLC
 YESCO LLC
 5350 Capital Ct. Suite 104
 Reno, NV 89502
 Office: 775.359.3131
 NV CONTRACTOR LICENSE NO.
 0074288 / 0076280

Notice to the Customer
 The services provided by YESCO LLC are subject to the terms and conditions of the contract. The customer is responsible for obtaining all necessary permits and approvals from the appropriate authorities. YESCO LLC is not responsible for any delays or costs incurred by the customer due to the customer's failure to obtain the necessary permits and approvals.

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Notes: This notice is provided to the customer for their information only. It does not constitute an offer or a contract. The customer is responsible for obtaining all necessary permits and approvals from the appropriate authorities. YESCO LLC is not responsible for any delays or costs incurred by the customer due to the customer's failure to obtain the necessary permits and approvals.

CLIENT: **MONARCH CASINO**
 444 MAIN ST
 ADDRESS: **BLACK HAWK CO**
 CITY: **TOM WEATHERS**
 ACCOUNT EXECUTIVE:

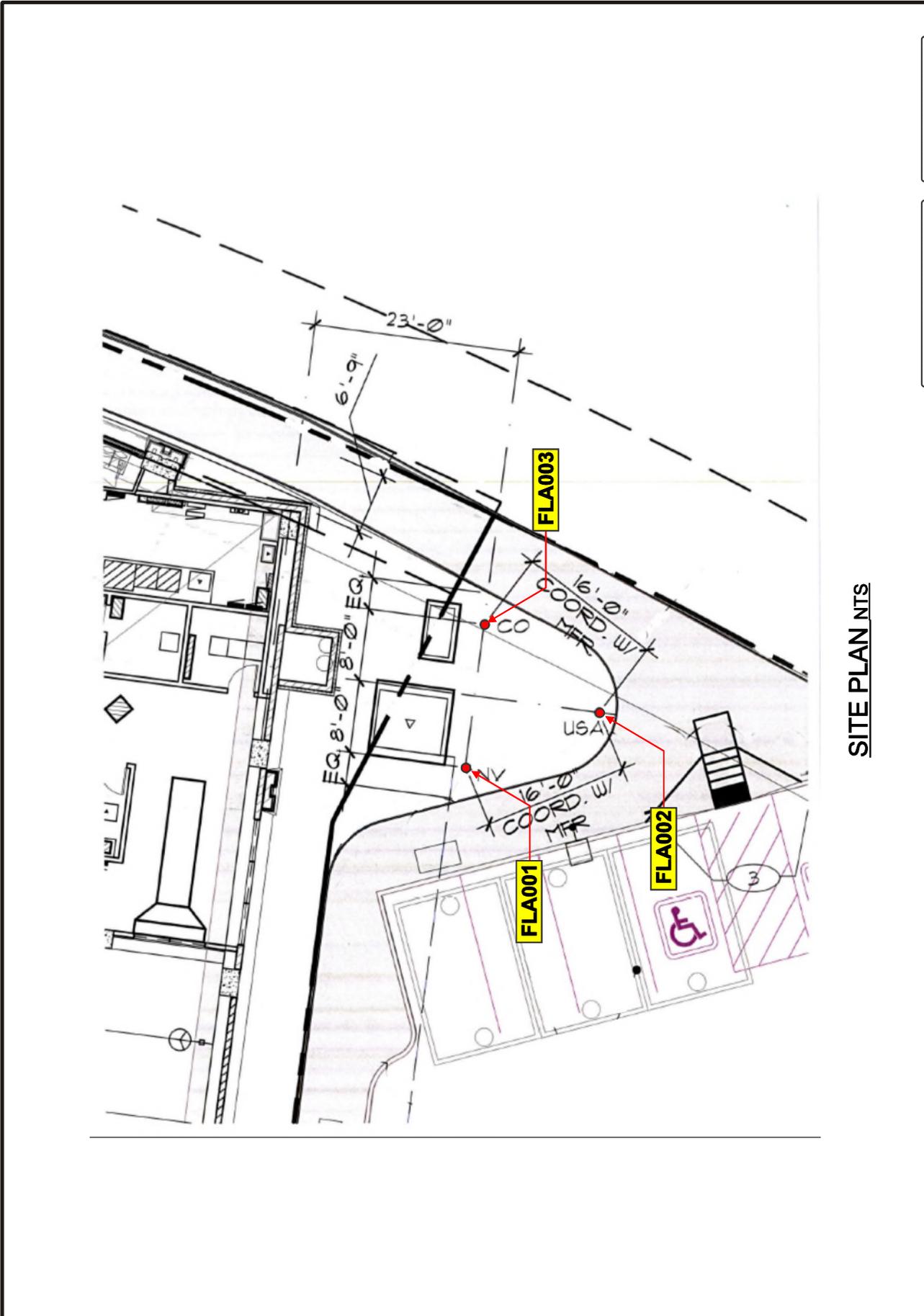
DESIGNER DATE
 JIM GRANDE 1/28/16
 JIM GRANDE 3/28/16

APPROVAL

CUSTOMER DATE
 LANDLORD DATE
 SALES DATE
 ESTIMATING DATE
 SURVEY DATE

DESIGN NUMBER
570655

SHEET
1B



SITE PLAN NTS

NOTE: POWER TO BE SUPPLIED BY CUSTOMER ELECTRICAL PERMIT BY OTHERS



YESCO.
YESCO LLC

5350 Capital Ct. Suite 104
Reno, NV 89502
Office: 775.359.3131
IN CONTRACTOR LICENSE NO.
0074288 / 0074289

Notice to the Customer

The drawing was prepared by YESCO LLC. YESCO LLC is not responsible for the accuracy of the information provided in this drawing. YESCO LLC is not responsible for the accuracy of the information provided in this drawing.

©2015 by YESCO LLC
All rights reserved

Make the notes attached to this drawing a part of the contract. The contractor shall be responsible for the accuracy of the information provided in this drawing. YESCO LLC is not responsible for the accuracy of the information provided in this drawing.

Notes: The cost of providing electrical safety is the responsibility of the contractor. The cost of providing electrical safety is the responsibility of the contractor. The cost of providing electrical safety is the responsibility of the contractor.

CLIENT:

MONARCH CASINO

444 MAIN ST

ADDRESS:

BLACK HAWK CO

CITY:

TOM WEATHERBY

ACCOUNT EXECUTIVE:

DESIERER DATE

JIM GRANDE 1/28/16

JIM GRANDE 3/28/16

APPROVAL

CUSTOMER DATE

LANDLORD DATE

SALES DATE

ESTIMATING DATE

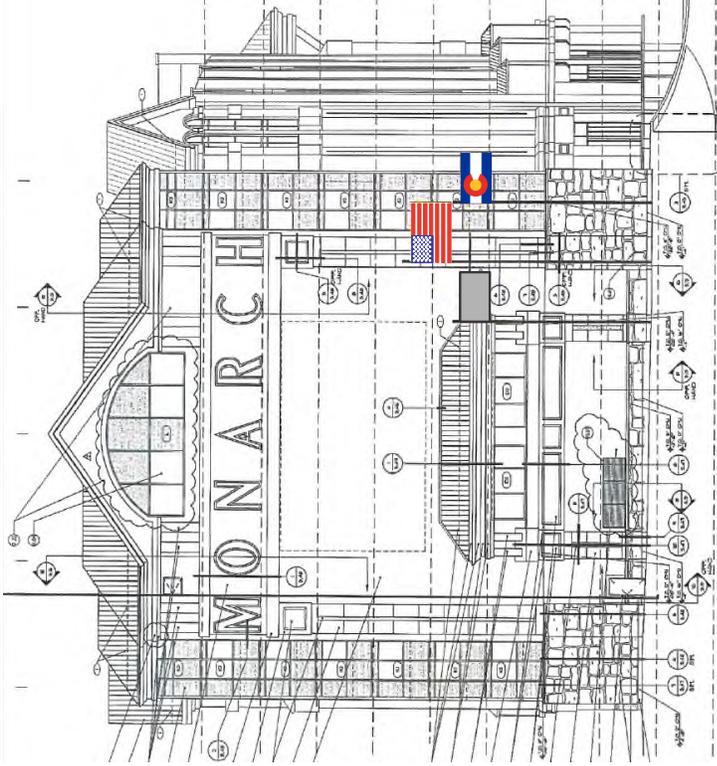
SURVEY DATE

DESIGN NUMBER

570655

SHEET

2B



ELEVATION NTS

SCOPE OF WORK

MANUFACTURE AND INSTALL THREE(3) FLAGS POLES AND FLAGS

SIGN SPECS

A POLES TWO 40' INTERNAL HALYARD FLAG POLES WITH JAM CLEAT MECHANISM, WITH 8" ANODIZED GOLD BALL FINIAL AND ONE 50' INTERNAL HALYARD FLAG POLE WITH JAM CLEAT MECHANISM WITH 8" ANODIZED GOLD BALL FINIAL

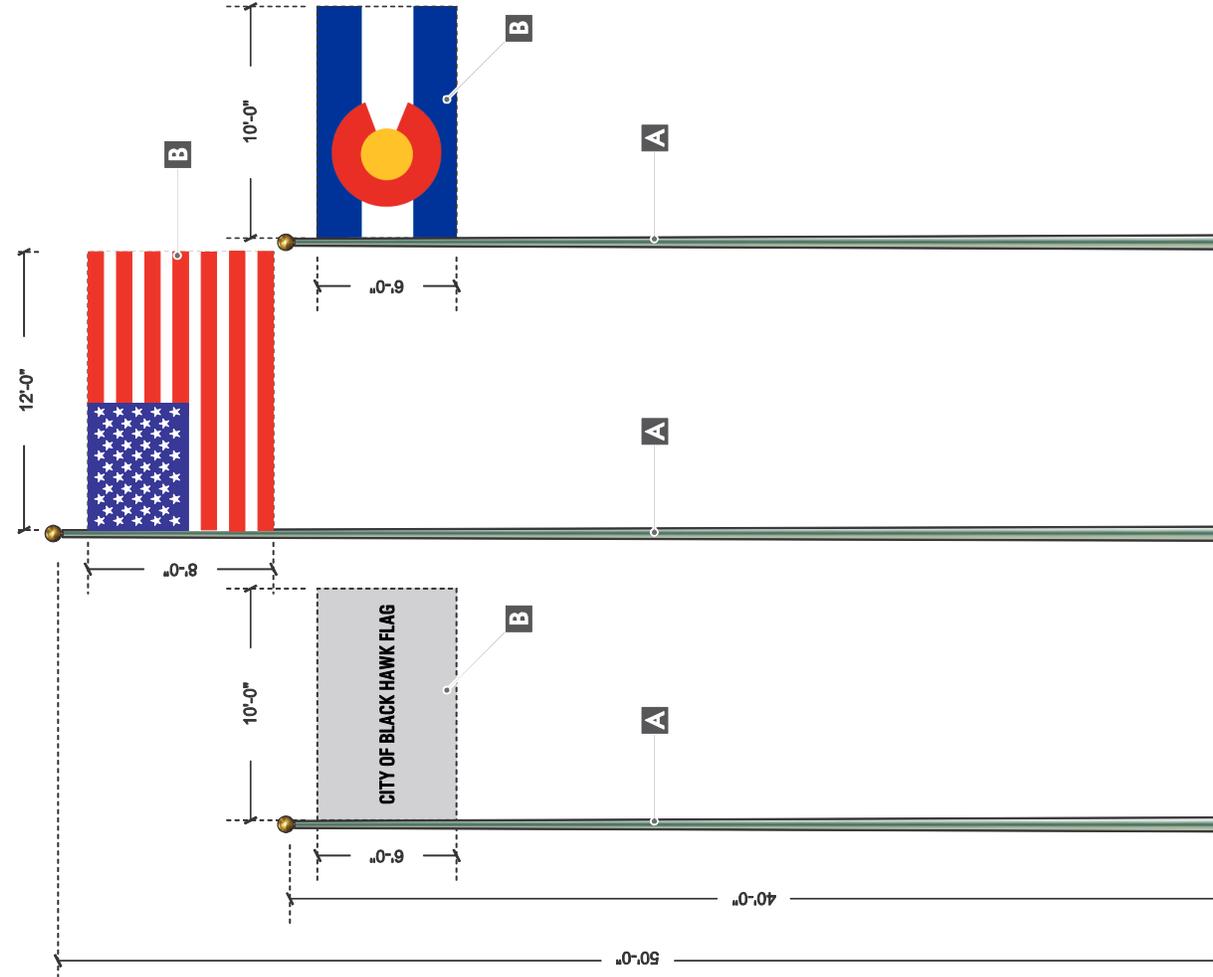
B FLAGS ONE 6' X 10' CITY OF BLACK HAWK FLAG, ONE 6' X 10' COLORADO STATE FLAG, AND ONE 8' X 12' US FLAG

SEAL FINISHES: (SEE FINISHES SCHEDULE) (SEE FINISHES SCHEDULE) (SEE FINISHES SCHEDULE)

GENERAL NOTES:

NOTE: MOUNTING: DIRECT BURIAL - FOOTING BY CUSTOMER

COMMENTS: NO ILLUMINATION. EXACT LOCATION TO BE DETERMINED BY CUSTOMER. YESCO TO SUPERVISE FOOTING SLEEVE AND GROUND SPIKE INSTALL.



FLA003 FLAGS POLE
Scale: 3/16"=1'-0"

FLA002 FLAGS POLE
Scale: 3/16"=1'-0"

FLA001 FLAGS POLE
Scale: 3/16"=1'-0"

LICENSE

THIS LICENSE is made and entered into this ___ day of _____, 2016, by and between the CITY OF BLACK HAWK, Colorado whose address is 201 Selak Street, Black Hawk, CO 80422 (the "City") and Monarch Growth Inc., owner of the real property whose address is 488 Main Street, Black Hawk, CO 80422 ("Licensee").

1. **PROPERTY LICENSED.** The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Property Licensed"). The Property Licensed for the use of projecting signs, is subject to all easements, lands, and rights-of-way of record.

2. **RELOCATION.** In the event the construction or reconstruction of any roadways, or the construction, reconstruction or repair of any of the City's property necessitates the relocation or removal of the structure(s) or fixtures(s) described in paragraph 5 herein, then Licensee shall, at its sole cost and expense, timely perform or cause the performance of such relocation or removal of the structures(s) or fixture(s).

3. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

4. **UTILITIES.** Licensee covenants and agrees to pay all charges for electric power and other utilities assessed, levied or incurred on the Property Licensed by reason of the operation of projecting signs during the term of this license or any renewal thereof.

5. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall initially install the projecting signs on the Property Licensed in the manner submitted and as designed. After initial installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property Licensed without the prior written consent of the City and its associated review agencies and to keep the improvements thereon including wiring, if appropriate, in good repair and in a condition that will not interfere with the proper functioning of the Property Licensed, at the expense of Licensee; ordinary wear and tear and loss by fire, flood, or act of God

excepted. Licensee also agrees to repair any and all damage to any improvement that may be damaged as a result of the installation of projecting signs.

6. USE. Licensee covenants and agrees that it shall utilize the Property Licensed to Licensee and for no other purpose and not to use the Property Licensed or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

7. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to inspect the Property Licensed and to do such other acts and things, as it deems necessary for the protection of its interests therein.

8. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The Public Works Director shall be the representative of the City to accept or respond to any notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the City in writing of such change of address:

The City: Tom Isbester
 Director of Public Works
 City of Black Hawk
 P.O. Box 68
 Black Hawk, CO 80422

Licensee: Monarch Growth Inc.
 3800 S. Virginia St
 Reno, NV 89502

9. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed and no water or water rights are granted by this License.

10. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the successors and assigns of the parties.

11. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Property Licensed without first obtaining the written consent of the City, which will not be unreasonably withheld.

12. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The City makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

13. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the Licensee's use or condition, caused by Licensee's use, of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's negligent use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

14. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all City of Black Hawk regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary.

15. TERMINATION.

a. This License Agreement may be terminated by the City at any time upon thirty (30) days written notice to Licensee. If the City terminates this License due to a default by Licensee, Licensee shall be responsible for removing the projecting signs on the Property Licensed if directed by the City.

16. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.

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

LICENSEE:

Monarch Growth Inc.

By: [Signature]
Name: John Farahi
Title: CEO

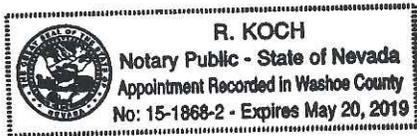
STATE OF Nevada)
) ss.
COUNTY OF Washoe)

The forgoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of May, 2016, by John Farahi as the CEO of Monarch Growth, Inc.

My commission expires: 05/20/19

(SEAL)

[Signature]
Notary Public



CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

Erin Crawford

From: Jaxon Fagan <jaxon.fagan@baselinecorp.com>
Sent: Monday, May 16, 2016 11:20 AM
To: Erin Crawford
Cc: Cynthia Linker; Ethan Watel; SLang@cityofblackhawk.org; cyh@hphclaw.com
Subject: Monarch Garage Comprehensive Sign Plan - License Agreement and Legal Description
Attachments: Sign MON002 License Agreement - Exhibit A - Legal Description.pdf; Monarch CSP License Agreement.doc

Erin,

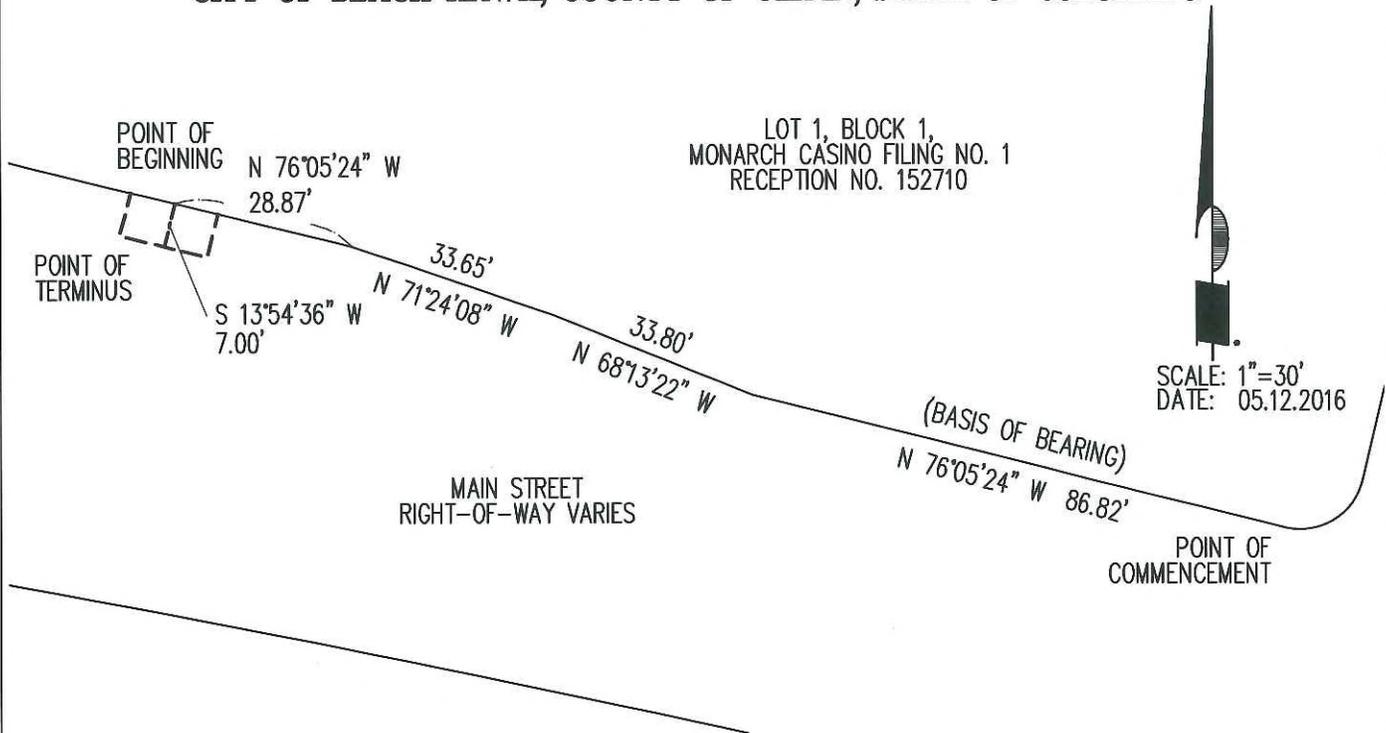
Please find a license agreement and legal description exhibit for sign MON002, included in the Monarch Garage Comprehensive Sign Plan. The license agreement uses the standard language from previous Monarch license agreements. Please review the documents, and have them signed and sent back if Monarch agrees with the terms.

Thank you,

JAXON FAGAN | Associate Planner | Baseline Engineering, Planning, & Surveying | 1950 Ford Street | Golden, CO 80401 | Phone: 303.202.5010x219 | Fax: 303.940.9959 | | blog.baselinecorp.com

EXHIBIT A

A PORTION OF MAIN STREET RIGHT-OF-WAY, LOCATED IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



LOT 1, BLOCK 1,
MONARCH CASINO FILING NO. 1
RECEPTION NO. 152710

SCALE: 1"=30'
DATE: 05.12.2016

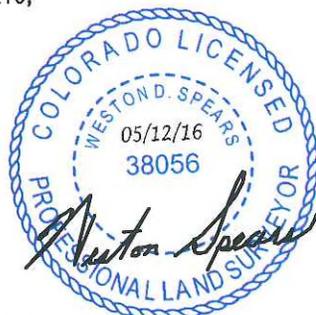
DESCRIPTION:

A PORTION OF MAIN STREET RIGHT-OF-WAY, LOCATED IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, BEING SEVEN (7) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHERN MOST CORNER OF LOT 1, BLOCK 1, MONARCH CASINO FILING NO. 1 AND BEING A POINT ON THE NORTHERLY LINE OF SAID MAIN STREET RIGHT-OF-WAY; THENCE ALONG SAID COMMON LINE THE FOLLOWING FOUR (4) COURSES:

1. N 76°05'24" W, 86.82 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
2. THENCE N 68°13'22" W, 33.80 FEET;
3. THENCE N 71°24'08" W, 33.65 FEET;
4. THENCE N 76°05'24" W, 28.87 FEET TO THE POINT OF BEGINNING;

THENCE S 13°54'36" W, 7.00 FEET TO THE POINT OF TERMINUS, CONTAINING 98 SQUARE FEET MORE OR LESS.



C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206 2893 N. Monroe Avenue
Wheat Ridge, CO 80033 Loveland, CO 80538
Phone: 303.403.4706 Phone: 970.635.3031

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PROJECT NO.: CCS-BLH\12BLH01\SIGNAGE LICENSE AGREEMENT EXHIBIT

RESOLUTION 47-2016
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
APPROPRIATENESS FOR
THE STANDARD SIGN
PLAN FOR THE
EAGLESMART
CONVENIENCE STORE

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

Resolution No. 47-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE STANDARD SIGN PLAN FOR THE EAGLESMART CONVENIENCE STORE

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

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for the EAGLESmart Convenience Store Standard Sign Plan, upon the satisfaction of the following conditions:

- A. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the Black Hawk Municipal Code; and
- B. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.

RESOLVED AND PASSED this 22nd day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a Standard Sign Plan for the EAGLESmart Convenience Store, located on property described in Exhibit A and generally located at 137A Clear Creek Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, June 22, 2016 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 A. Greiner
City Clerk

Exhibit A

137A Clear Creek Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 011 Lot: 002A IN ORDINANCE 2004-24
RECPT#124775 FORMERLY LOTS (PT) 5,6,7,8 & LOTS 9,10, 11,12 & PT OF HWY DESC
RECPT#128259

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

SUBJECT: Certificate of Appropriateness for a Standard Sign Plan for the EAGLESmart Convenience Store

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

MOTION TO APPROVE RESOLUTION 47-2016 CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE STANDARD SIGN PLAN FOR THE EAGLESMART CONVENIENCE STORE:

1. Projecting signs shall comply with the regulations pertaining to height limitations and placement as stated in the City Code.
2. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On June 6, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness for a Standard Sign Plan from the manager of **EAGLESmart** a convenience store **located at 137A Clear Creek Street**. The intent of this submittal is to create a sign plan that will allow installation of new advertising signs on the building. Included in the staff report is the proposed Standard Sign Plan that catalogues all proposed signs. The convenience store is permitted 128 sq. ft. of sign area per Chapter 15 (Sign Code) of the Municipal Code.

In total, the convenience store manager proposes six (6) signs totaling approximately 55.24 sq. ft. Among the proposed six (6) signs are three (3) wall signs, two (2) window signs, one (1) temporary banner. The signs will be placed at various locations on the building and are compatible with the other business signs on the building.

Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be conditionally approved.

AGENDA DATE: June 22, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D

DOCUMENTS ATTACHED: Resolution 47-2016
Public Hearing Notice
Land Use Application

RECORD:

[] Yes [X] No

CITY ATTORNEY REVIEW:

[X] Yes [] N/A

SUBMITTED BY:

Cynthia L. Linker

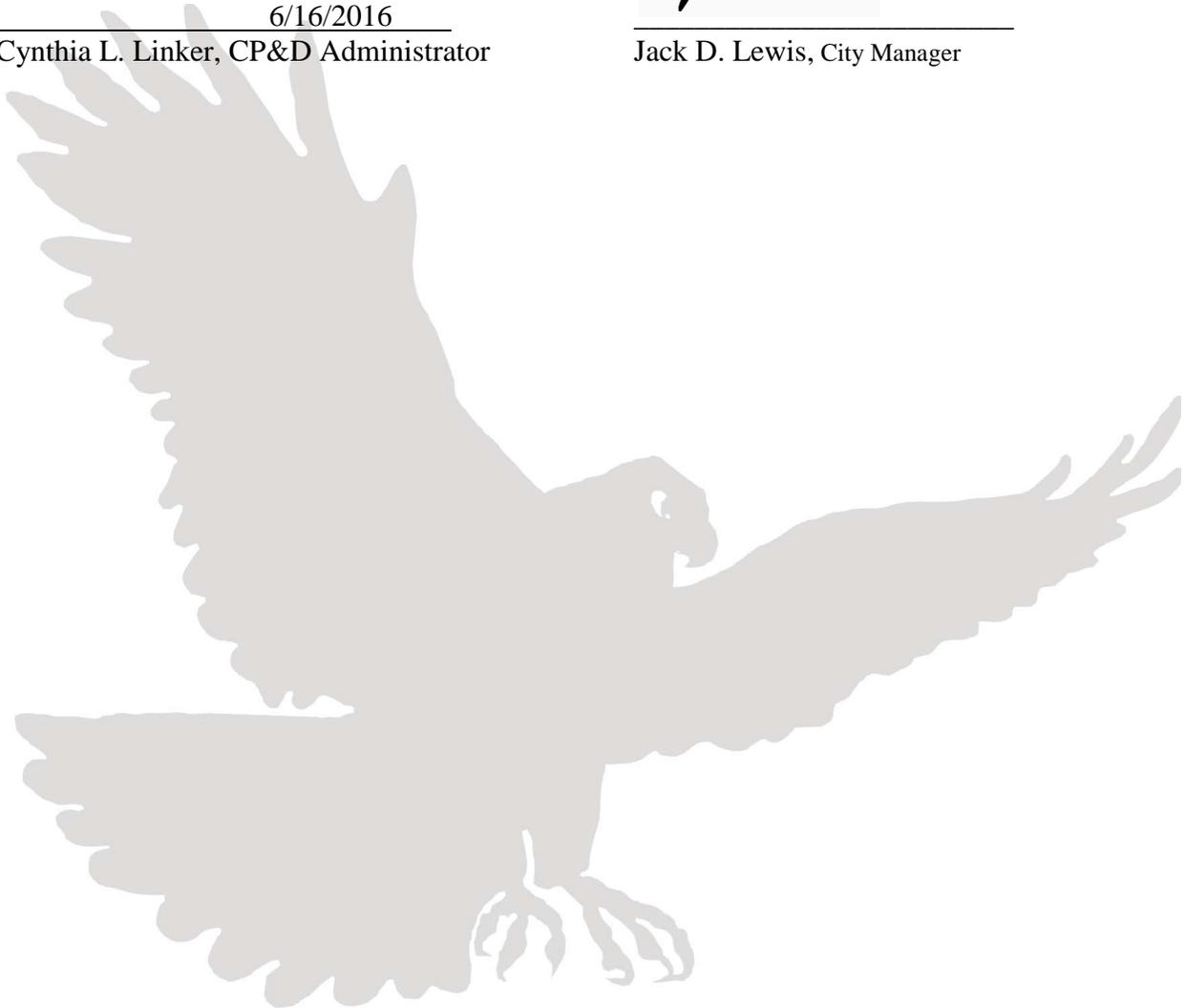
6/16/2016

Cynthia L. Linker, CP&D Administrator

REVIEWED BY:

Jack D. Lewis

Jack D. Lewis, City Manager



Staff Report



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

Date prepared: June 6, 2016
Meeting Date: June 22, 2016

STAFF REPORT: Certificate of Appropriateness, Standard Sign Plan for EAGLESmart Convenience Store
For: City Council
Project: EAGLESmart Convenience Store
Property Address: 137A Clear Creek Street
Applicants: Craig Holmes, President, Gilpin County Education Foundation
Zoning: **Public Facilities (PF)** District
Prepared by: Cynthia L. Linker, CP&D

BACKGROUND:

On June 6, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness for a Standard Sign Plan from the manager of **EAGLESmart** a convenience store **located at 137A Clear Creek Street**. The intent of this submittal is to create a sign plan that will allow installation of new advertising signs on the building. Included in this staff report is the proposed Standard Sign Plan that catalogues all proposed signs. The convenience store is permitted 128 sq. ft. of sign area per Chapter 15 (Sign Code) of the Municipal Code.

In total, the convenience store manager proposes six (6) signs totaling approximately 55.24 sq. ft. Among the proposed six (6) signs are three (3) wall signs, two (2) window signs, one (1) temporary banner. The signs will be placed at various locations on the building (see Images below). Businesses in a nonresidential using the signs outlined above shall observe the criteria below:

1. Wall signs (Black Hawk Municipal Code , Chapter 15, Section 15-43):
 - a. Wall signs shall not exceed the height of the roofline;
 - b. Wall signs shall not project more than two (2) feet from the wall on which they are placed.
2. Window signs (Black Hawk Municipal Code , Chapter 15, Section 15-43):
 - a. In accordance with Section 15-41, window signs such as open/closed, store hours, address, and other similar information that is two (2) square feet or smaller shall be exempt from the total area limitations however any of the allowed following signs shall count toward the allowed sign area on a property;
 - b. Entryways. Window signs shall not cover more than twenty-five percent (25%) of any door;
 - c. Any sign or image for advertising purposes inside a building that is or is not attached to or within three (3) feet of a window or door, but is legible from a distance of fifty (50) feet or more beyond the building where the sign is located, will need to be counted toward the total sign area allowed;
 - d. Window signs can cover only up to twenty-five percent (25%) of any window area;
 - e. Window signs are limited to the first floor of a building;
 - f. Temporary window signs are not allowed.

3. Temporary banner sign (Black Hawk Municipal Code , Chapter 15, Section 15-13):
 - a. One (1) temporary vinyl style banner sign is allowed only if included in an approved sign plan. A temporary banner sign shall not count toward the maximum sign area permitted for a given business and shall adhere to the following regulations:
 - There shall not be more than one (1) temporary banner sign attached to the building; and
 - Such sign shall be placed in the approved designated display location on the building and shall be constructed out of high quality material; and
 - Such sign shall be allowed to be made of flexible plastic, cardboard, vinyl, fabric or similar non-rigid water-proof material; and
 - Such sign shall be attached in an inconspicuous manner without zip ties, ropes or other similar visible material; and
 - Such sign shall be adhered to the building with grommets and be attached with nuts, bolts or other similar non-visible fasteners; and
 - Such sign shall not exceed thirty-two (32) square feet in size; and
 - Placement of such sign shall be allowed for thirty (30) consecutive days, six (6) times in a calendar year as specified by the business owner and proper notification to the Planning Department for such days.

The total sign area was adjusted to reflect any above exemptions and updated to reflect a total of 55.24 sq. ft.

The applicant is not permitted to use Special event signs, until such signs are included and approved as part of their Standard Sign Plan. The following criteria apply:

Special event Signs (Black Hawk Municipal Code, Chapter 15, Section 15-13):

- b. Special event signs. Special event signs are allowed only if included in an approved comprehensive sign; plan signs that are related to approved special events as defined in this Chapter 15 and Article X of Chapter 6 (Section 6-332) shall adhere to these regulations and are also subject to approval of a sign permit from the Planning Department and approval by staff, subject to and adhere to the following standards:
 1. Special event signs are allowed with the permitted special event provided that the sign area shall be limited to a total of seventy-five (75) square feet and a maximum of three (3) such signs. Such signs must be on private property and securely attached to the wall of a permitted building or permitted structure on the site in a manner that does not allow the sign to wave or flap in any way; and
 2. Special event signs and any other approved special event associated items shall be located within one hundred (100) feet of the permitted special event area on the property which must be shown on the comprehensive sign plan and sign permit for the special event.

3. Method of attachment shall be shown in detail in the comprehensive sign plan and no strings, rope or similar attachment item shall be visible from fifty (50) feet or more from such attachment location; and
4. Special event signs shall not be placed above the roof line of any building or structure; and
5. Special event signs shall not be counted toward the allowed sign area for a property or business.

Image 1: Proposed Sign Location Map

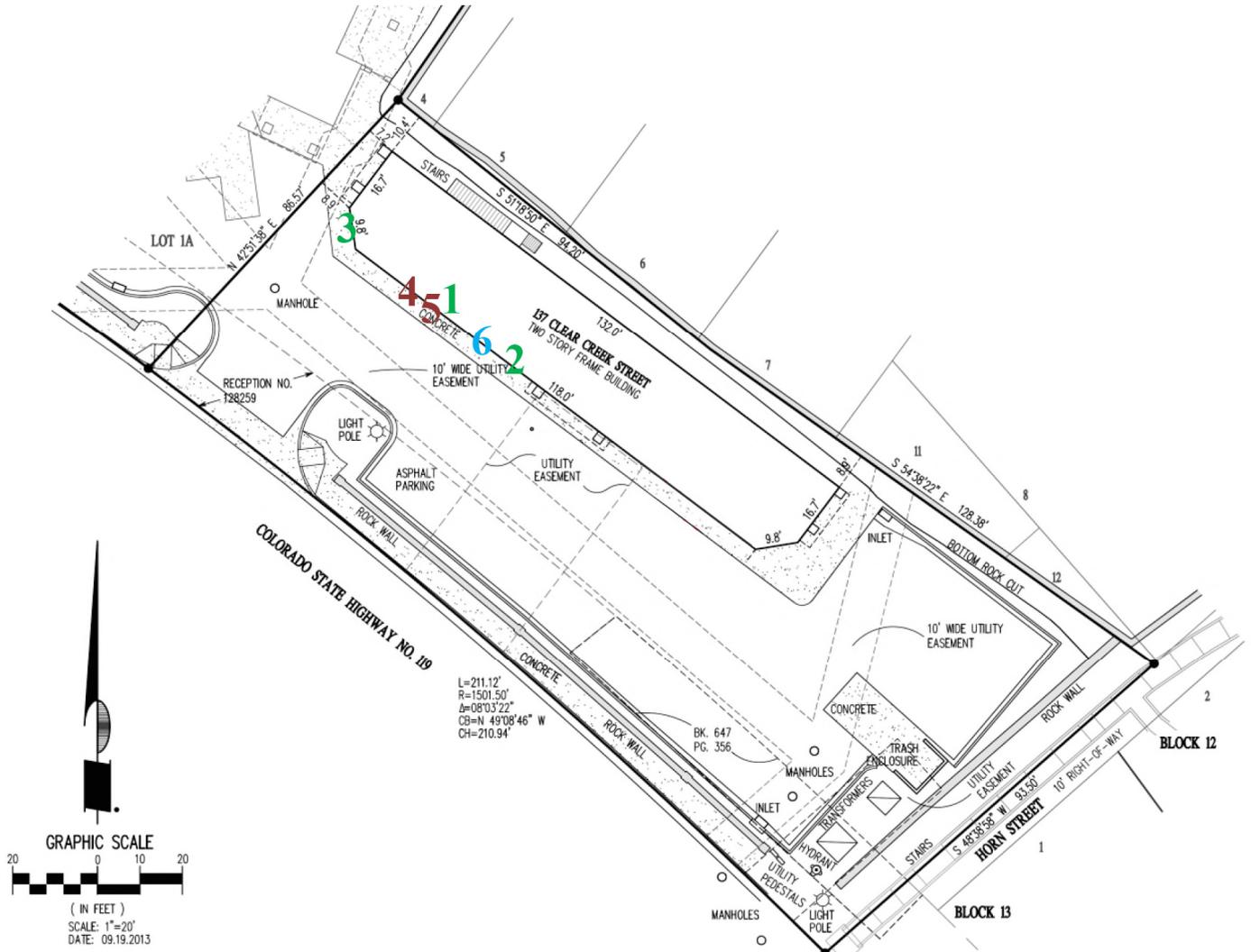


Image 2: Proposed Sign Details

| Sign Number | Image | Description | Square Footage | Notes |
|-----------------------------------|---|---|--|--|
| 1 |  | Wall Sign EAGLESmart 52" x 32" | 11.5 sq. ft. | Brick red, black, white, and harvest gold painted wood |
| 2 |  | Wall Sign Market 90" x 28" | 17.25 sq. ft. | Brick red and white painted wood sign |
| 3 |  | Wall Sign EAGLESmart 90" x 28" | 17.25 sq. ft. | Brick red, black, white, and harvest gold painted wood |
| 4 |  | Window Sign OPEN | Does not count toward square area (less than 2 sq. ft.) | Neon Sign |
| 5 |  | Window Sign Store Hours & Logo | Does not count toward square area (less than 2 sq. ft.) | Vinyl Graphic |
| 6 |  | Temporary Banner Sign Advertisement 29" x 46" | 9.24 sq. ft. | Removable wall-mounted sign in metal silver frame |
| Total Proposed Sign Area | | | 55.24 sq. ft. | |
| Total Approved Sign Area | | | 55.24 sq. ft. | |
| Total Sign Area Allowed | | | 128 sq. ft. | |
| Total Building Frontage | | | | |
| Maximum Building Frontage Allowed | | | 128 ft. | |

Image 3: Proposed Sign Location Details



Sign 1:

EAGLESmart
52" x 32" wood sign
professionally affixed to wood
of gable with anchor bolts.

Sign 4:

OPEN
Neon sign affixed to interior
of window to the left of entry.

Sign 5:

Logo & Store Hours
Vinyl affixed to main entry
doorway.



Sign 2:

Market

Rectangular 90” x 28” wood sign professionally affixed to stone with anchors above arched window on front of building.

Sign 6:

Temporary Banner

29” x 46” removable metal frame professionally mounted to stone wall with anchors.



Sign 3:

EAGLESmart

Rectangular 90” x 28” wood sign professionally affixed to stone with anchors above double window on left side of building.

The proposed Standard Sign Plan has been reviewed by staff for compliance with Chapter 15 (Sign Code) of the Black Hawk Municipal Code. A summary of these regulations follows.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Section 15-12 (Sign Code) of the Municipal Code regulates the need for Standard Sign Plans. This staff report relates the need for City Council to review and take action on the proposed Standard Sign Plan. 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.

The Standard Sign Plan is provided by business owner via the City of Black Hawk (property owner). Procedures are in place for this type of building arrangement and the Municipal Code allows each business owner to propose signage for their use/business. The purpose of the Standard Sign Plan is to ensure appropriate balance between building architecture, signage and neighborhood aesthetics for smaller buildings. In addition, the Standard Sign Plan process is used for applications related to the installation of signs in a nonresidential district. All properties in a nonresidential district utilizing a Standard Sign Plan are permitted a total sign area that is equal to the length of the building frontage (ratio: one (1) square foot of sign area for every one (1) linear foot of building frontage). Furthermore, all properties located within the nonresidential district are entitled to a minimum of 128 square feet of sign area (Section 15-41) if their building frontage is less than 128 feet wide.

EAGLESmart Convenience Store proposes 55.24 sq. ft. of sign area when the store is allowed 128 sq. ft. The applicant is requesting a sign area well less than the parameters established by the City Sign Code.

Excerpts from:

*The City of Black Hawk
Municipal Code
Chapter 15 – Sign Code
Article II – Sign Applications, Permits, and Plans*

Sec. 15-12. Standard Sign Plans.

Sec. 15-12 (a) Purpose. *The Standard Sign Plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics for smaller buildings. This Section assumes that strict compliance with this Chapter provides effective signage for smaller projects and meets community goals for appearance and safety.*

Sec. 15-12 (b) Applicability. *Standard Sign Plan process shall be used for applications for installation of signs in the Nonresidential District (Article III, Division 2 of this chapter) utilizing the building frontage to sign area ratio or the minimum sign size allowed or a property that does not have an approved Comprehensive Sign Plan. In addition to the Standard Sign Plan, the applicant shall be required to submit a Certificate of Appropriateness application. The regulations governing a Certificate of Appropriateness can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.*

Staff Comment: *The applicant is allowed to submit a Standard Sign Plan due to following criteria:*

- ***The applicant is proposing a small amount of sign area to be installed on the building;***
- ***The business does not have an approved Comprehensive Sign Plan;***
- ***And, the business does not meet the criteria for a Comprehensive Sign Plan as described in Chapter 15, Section 15-13 of the City of Black Hawk Municipal Sign Code.***

Sec. 15-12 (c) Application filing. *Applications for Standard Sign Plans shall be submitted to the Planning Department.*

Staff Comment:

- ***The applicant has submitted documents to appropriate Community Planning & Development personnel.***

Sec. 15-12 (d) Submittal requirements.

(1) *Applicants must submit a simple scaled sign plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: the name and address of the project location, the name of the contractor manufacturing and/or installing the sign relationship of the sign to adjacent properties, size, height, color, lighting, orientation, construction materials and typography.*

- ***With the exception of the neon open sign, signs have no added lighting.***
- ***Permanent wood signs and professional installation to be complete by YESCO Signs.***

(2) *Standard Sign Plans shall include:*

a. *All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.*

b. *Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.*

c. *A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building.*

Staff Comment:

- ***The applicant has prepared the Standard Sign Plan in accordance with City regulations.***

Sec. 15-12 (e). Affected parties. *All parties affected by provisions of the Standard Sign Plans must be signatories to such plans; provided, however, that if the multiple building complexes or any part thereof is governed by a management agreement, the duly constituted representative of*

the management association or firm shall be the signatory to such plans. It is unnecessary for owners or lessees to sign if said representative has signed on their behalf.

Staff Comment:

- ***EAGLESmart Convenience Store manager applied for the Standard Sign Plan as allowed by the landlord (City of Black Hawk).***

Sec. 15-12(f) City Council review and approval. *Within forty-five (45) days of receipt of a complete application, the City Council shall act to approve, approve with conditions or deny the application for a Standard Sign Plan. The Standard Sign Plan shall be approved if:*

(1) *Implementation of the Standard Sign Plan will provide signage that is compatible with the surrounding development;*

Staff Comment:

- ***The proposed sign plan is compatible with the surrounding development. The style and design of the signs are unique to the retail store but complement the neighboring uses.***

(2) *Implementation of the Standard Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood;*

Staff Comment:

- ***The proposed signs are appropriate for the building and do not over-encumber the façade. Graphics are appropriate, in color and design, and coordinate well with the colors of the building.***

(3) *Implementation of the Standard Sign Plan will provide signage consistent with the architecture and site plan characteristics of the proposed project;*

Staff Comment:

- ***All proposed signs are appropriately placed on the façade of the building and complement the building architectural features.***

(4) *Implementation of the Standard Sign Plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics;*

Staff Comment:

- ***The proposed signs meet the objective of the City's standards and match the existing approved architectural character and desired aesthetics.***

(5) *Implementation of the Standard Sign Plan will be materially beneficial in achieving the goals and objectives cited in the Standard Sign Plan statement of purpose.*

Staff Comment:

- ***The proposed sign plan meets the objectives of the Standard Sign Plan program.***

STAFF COMMENTS:

Staff has reviewed and evaluated the proposed Standard Sign Plan for the EAGLESmart Convenience Store and finds the document to be in compliance with the regulations established in Sec. 15-12 and Sec. 15-41 of the Sign Code, which state that the total sign area utilized in a Standard Sign Plan may be up to 128 square feet. The proposed EAGLESmart Convenience Store Standard Sign Plan document includes approximately 55.24 total square feet of sign area.

The total allowed sign area for the EAGLESmart Convenience Store is up to 128 sq. ft. A license agreement is not needed for the projecting sign since the sign projects over city-owned right-of-way.

Staff recommends that a **Certificate of Appropriateness for a Standard Sign Plan for the EAGLESmart Convenience Store** be approved, subject to the following conditions:

1. Projecting signs shall comply with the regulations pertaining to height limitations and placement as stated in the City Code.
2. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.

FINDINGS:

Within forty-five (45) days of receipt of a complete application, the City Council may approve, conditionally approve, or deny the application for Standard Sign Plan. Sections 15-12 (a) *Purpose* and (b) *Applicability* provide the ability of the property owner to submit the application. Following are findings that can be referred to and relate to the criteria in Section 15-13 (f):

- (1) Implementation of the Standard Sign Plan will provide signage that is compatible with the surrounding development and designed with a high quality appearance; and
- (2) Implementation of the Standard Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and
- (3) Implementation of the Standard Sign Plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and
- (4) Implementation of the Standard Sign Plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and
- (5) Implementation of the Standard Sign Plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

RECOMMENDATION:

Staff recommends City Council consider a **MOTION TO CONDITIONALLY APPROVE** a Certificate of Appropriateness for a Standard Sign Plan for EAGLESmart Convenience Store as submitted and included with this staff report. The conditions are as follows:

1. Projecting signs shall comply with the regulations pertaining to height limitations and placement as stated in the City Code.
2. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.

ATTACHMENTS:

- Land Development Application Form

Applicant's Submittal



BLACK HAWK

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

STEP 2
PRE-PLANNING &
LAND DEVELOPMENT
APPLICATION

TO BE COMPLETED BY APPLICANT

DATE: 2016-6-6 APPLICANT NAME: EAGLESmart LLC

APPLICANT ADDRESS: 137-A Clear Creek Street, Black Hawk, CO 80422

APPLICANT MAILING ADDRESS: PO Box 94, Black Hawk, CO 80422

APPLICANT CONTACT NUMBER: 303-513-2423 EMAIL ADDRESS: mpcolxstuf@msn.com & blondofamily@gmail.com

PROPERTY OWNER NAME: City of Black Hawk

PROPERTY OWNER ADDRESS: 201 Selak Street, Black Hawk, CO 80422

PROPERTY OWNER MAILING ADDRESS: PO Box 68, Black Hawk, CO 80422

PROPERTY OWNER CONTACT NUMBER: 303-582-2283 EMAIL ADDRESS: LHillis@cityofblackhawk.org

PROJECT NAME: EAGLESmart Standard Sign Plan

PROJECT ADDRESS: 137-A Clear Creek Street, Black Hawk, CO 80422

PROJECT DESCRIPTION: Certificate of Appropriateness, Standard Sign Plan

IS PROPERTY WITHIN CITY LIMITS: YES NO

PRESENT ZONING: Commercial CURRENT USE: Commercial

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): _____

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): _____

GILPIN COUNTY ASSESSOR'S I.D. NO.(S): R007458 EXISTING PROPERTY SIZE: .410 ACRES/SQ.FEET
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: 1306 SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: n/a

APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANT 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 COMMUNITY PLANNING AND DEVELOPMENT FOR CLARIFICATION.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, 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 and their consultants 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, the adopted Black Hawk Fee Schedule and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

SIGNATURE OF APPLICANT: DATE: 06/06/16

Craig Holmes, GCEF President

Image 1: Proposed Sign Location Map

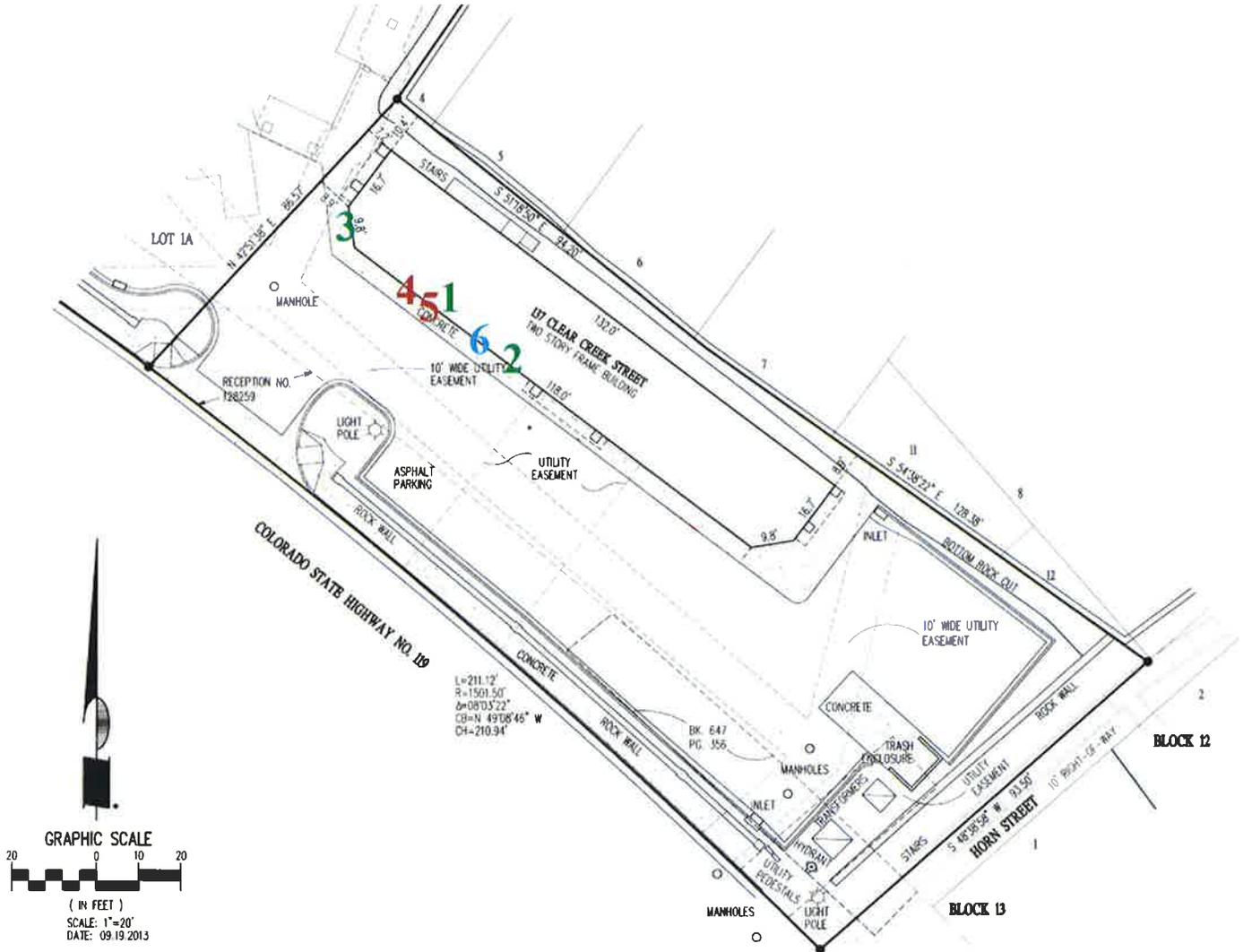


Image 2: Proposed Sign Details

| Sign Number | Image | Description | Square Footage | Notes |
|-----------------------------------|---|---|--|--|
| 1 |  | Wall Sign EAGLESmart 52" x 32" | 11.5 sq. ft. | Brick red, black, white, and harvest gold painted wood |
| 2 |  | Wall Sign Market 90" x 28" | 17.25 sq. ft. | Brick red and white painted wood sign |
| 3 |  | Wall Sign EAGLESmart 90" x 28" | 17.25 sq. ft. | Brick red, black, white, and harvest gold painted wood |
| 4 |  | Window Sign OPEN | Does not count toward square area (less than 2 sq. ft.) | Neon Sign |
| 5 |  | Window Sign Store Hours & Logo | Does not count toward square area (less than 2 sq. ft.) | Vinyl Graphic |
| 6 |  | Temporary Banner Sign Advertisement 29" x 46" | 9.24 sq. ft. | Removable wall-mounted sign in metal silver frame |
| Total Proposed Sign Area | | | 55.24 sq. ft. | |
| Total Approved Sign Area | | | 55.24 sq. ft. | |
| Total Sign Area Allowed | | | 128 sq. ft. | |
| Total Building Frontage | | | | |
| Maximum Building Frontage Allowed | | | 128 ft. | |

Image 3: Proposed Sign Location Details



Sign 1:

EAGLESmart

52" x 32" wood sign professionally affixed to wood of gable with anchor bolts.

Sign 4:

OPEN

Neon sign affixed to interior of window to the left of entry.

Sign 5:

Logo & Store Hours

Vinyl affixed to main entry doorway.



Sign 2:

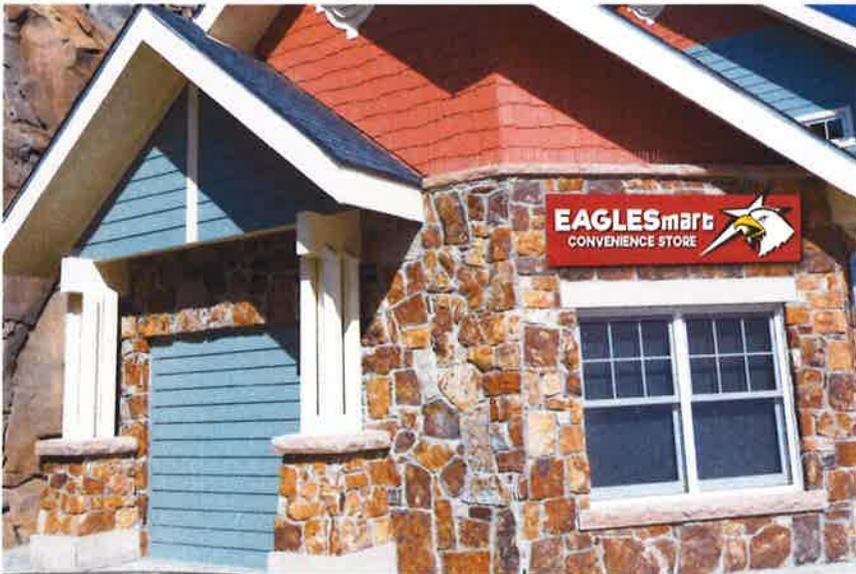
Market

Rectangular 90” x 28” wood sign professionally affixed to stone with anchors above arched window on front of building.

Sign 6:

Temporary Banner

29” x 46” removable metal frame professionally mounted to stone wall with anchors.



Sign 3:

EAGLESmart

Rectangular 90” x 28” wood sign professionally affixed to stone with anchors above double window on left side of building.

RESOLUTION 48-2016
A RESOLUTION
APPROVING THE
REQUIRED AGREEMENTS
BETWEEN THE CITY AND
JOSH SMITH FOR THE
REHABILITATION OF 400
CHASE STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 48-2016

TITLE: A RESOLUTION APPROVING THE REQUIRED AGREEMENTS BETWEEN THE CITY AND JOSH SMITH FOR THE REHABILITATION OF 400 CHASE STREET

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

Section 1. The City Council hereby approves the Historic Preservation Easement between the City and Josh Smith for 400 Chase Street, attached hereto as **Exhibit 1**, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. The City Council hereby approves the Historic Preservation and Community Preservation Fund Rehabilitation Grant Program Agreement between the City and Josh Smith for 400 Chase Street, attached hereto as **Exhibit 2**, and authorizes the Mayor to execute the same on behalf of the City.

Section 3. The City Council hereby approves the Temporary Construction Easement between the City and Josh Smith for 400 Chase Street, attached hereto as **Exhibit 3**, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 22nd day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

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

SUBJECT:

Approval of the required agreements between the City of Black Hawk and Josh Smith for the Rehabilitation of 400 Chase Street; Exhibit 1 - Historic Preservation Easement, Exhibit 2 - Historic Preservation and Community Preservation Fund Rehabilitation Grant Program Agreement, and Exhibit 3 - Temporary Construction Easement.

RECOMMENDATION:

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

MOTION TO APPROVE RESOLUTION 48-2016 APPROVING THE REQUIRED AGREEMENTS BETWEEN THE CITY AND JOSH SMITH FOR THE REHABILITATION OF 400 CHASE STREET

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The property owner understands and agrees to execute a deed restriction (Exhibit 1) in favor of the City, a Rehabilitation Grant Program agreement (Exhibit 2) and a Temporary Construction Easement (Exhibit 3) necessary to complete the work associated with the rehabilitation of the property.

AGENDA DATE:

June 22, 2016

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

Yes No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Resolution 48-2016
Exhibits 1, 2, and 3

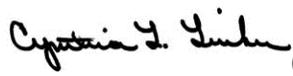
RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:


06/16/2016

Cynthia L. Linker
CP&D Administrator

REVIEWED BY:



Jack D. Lewis, City Manager

EXHIBIT 1

HISTORIC PRESERVATION EASEMENT
BETWEEN
THE CITY AND JOSH SMITH
FOR
400 CHASE STREET

HISTORIC PRESERVATION EASEMENT

This **HISTORIC PRESERVATION EASEMENT AGREEMENT** (the "**Easement**") is entered into as of the _____ day of _____, 20____, by and between **JOSH SMITH** whose property address is **400 CHASE STREET**, Black Hawk, Colorado 80422 ("**Grantor**"), and the **CITY OF BLACK HAWK**, a Colorado home rule municipality, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422 (the "**City**").

WITNESSETH

WHEREAS, Grantor owns certain real property (the "**Property**") and the improvements thereon (the "**Structure**") located at **400 CHASE STREET**, in the City of Black Hawk, Gilpin County, Colorado, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, the Structure has certain architectural, historic and/or cultural significance, which attributes are collectively described in **Exhibit B** attached hereto and incorporated herein by this reference, the Structure is located in a National Register historic district, and has been deemed by the United States Department of the Interior as contributing to the historic significance of the historic district;

WHEREAS, in exchange for the grant of this Easement, the City has agreed to expend a portion of its Restoration and Preservation Grant Funds to restore and/or preserve the Structure; and

WHEREAS, the grant of this Easement by Grantor to the City will assist in preserving and maintaining the Structure for the benefit of the general public.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, Grantor and the City hereby covenant and agree as follows:

1. Grant of Easement. In specific consideration for the expenditure of funds by the City on the preservation and restoration of the Property and the Structure (the "**Project**"), Grantor hereby grants to the City an easement for ten (10) years to preserve the Structure as hereinafter described following completion of the Project as follows:

a. Easement Area. The Area of the Easement encompasses the exterior of the structure including but not limited to wall surfaces, railings, decorative woodwork, decorative metalwork, doors, windows, roofs, decorative elements, interior drywall and the sub-floor.

b. Scope of Easement. This Easement conveys to the City an interest in the Structure as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

i. The exterior of the Structure, including interior drywall and the sub-floor, is not to be visually or structurally altered from the condition existing as of

the Effective Date of this Easement without the City's Consent. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.

ii. The Structure shall not be demolished and no new structures or additions of any kind to the exterior of the Structure, including interior drywall and the sub-floor, may be constructed at the Property without the City's Consent, except as may be required by law.

iii. The Property and the Structure shall be maintained in a good and sound state of repair in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as modified from time to time (the "Standards"), to prevent deterioration in its exterior appearance existing on the date hereof, as depicted in **Exhibit B**. Such maintenance and repair includes replacement, repair, and reconstruction by Grantor whenever reasonably necessary to preserve the Property and the Structure in substantially the same condition and state of repair as that existing on the date hereof.

iv. Grantor, at its expense, shall keep the Property and the Structure insured by a reputable insurance company licensed and in good standing in the state in which the Structure is located with a replacement cost insurance policy against loss or damage resulting from fire, windstorm, vandalism, explosion and such other hazards as typically required by prudent Property Owners in the same geographic area as the Property; and shall **carry and maintain comprehensive public liability insurance under a policy issued by an insurance company that names the City as an additional insured** party thereunder.

v. The Property shall not be subdivided or otherwise parcelized without the City's consent.

2. City Review Procedures. The City has the discretion when reviewing applications under Section 1, to give or withhold its consent, conditionally or unconditionally, but such consent shall not be unreasonably withheld, conditioned or delayed. "Consent" as used herein, means that the City shall have given or withheld its prior written consent to the requested action, or approval. The basis for the City's review of and Consent to proposed changes to the Project shall be the Standards.

3. Owner's Representative Payment. The City hereby agrees to reimburse Grantor for all Owner's Representative fees incurred on the project, provided that the Owner's Representative is a third party Owner's Representative consulting firm or individual hired to perform the Owner's Representative tasks and that such individual or firm is not the Grantor themselves, related to the Grantor, or an employer of someone related to the Grantor.

4. Right of Entry. Grantor agrees that representatives of the City may upon prior reasonable notice and at times reasonably acceptable to Grantor inspect the Property, including the Structure. Inspections will normally occur outside the Structure, except if the City determines interior access is reasonably necessary to establish compliance with this Easement.

5. Obligations of Grantor. Grantor shall pay before delinquency all real estate taxes, assessments, fees or charges properly levied upon the Property and shall furnish the City with evidence of payment upon request. Grantor shall keep the Property free of any liens or encumbrances for obligations incurred by Grantor, other than liens or encumbrances secured by the Project that are subordinate to this Easement. The City shall have no liability or responsibility of any kind related to the ownership, operation, insurance, or maintenance of the Property other than as specifically identified in this Easement.

6. Condemnation. Grantor shall notify the City of any condemnation proceeding with respect to the Property. The City has the option, but not the obligation, to participate in any action or settlement with respect to any condemnation and to claim a reasonable portion of any net proceeds.

7. Remedies for Breach.

a. Upon a breach of any provision of this Easement, the City may pursue all available legal and equitable remedies, including injunction, to prevent or seek remedy for such violation. The prevailing party in any enforcement shall be entitled to reasonable attorney fees, costs and expenses. Grantor expressly agrees that if Grantor directly acts, or Grantor's officers, agents, representatives or employees directly act pursuant to Grantor's instructions, to cause a demolition or willful destruction of a material portion of the Property including the Structure, the City, in addition to any other equitable relief, is entitled to recover as liquidated damages reasonable costs of the Project prior to such demolition or destruction. Grantor agrees for itself and its successors and assigns that such liquidated damages are reasonable as of the Effective Date and

b. If the Property has substantially deteriorated as a result of a breach of subparagraph 1(b)(iii), then the City may send written notice to Grantor requesting that the Project be repaired to achieve a level of maintenance consistent with subparagraph 1(b)(iii). If, within ninety (90) days of receipt of such notice, Grantor fails to commence the implementation of repair actions reasonably satisfactory to the City, then the City or its agents may enter upon the Property and cause repairs to be made at Grantor's sole expense. Grantor's failure to reimburse the City for any actions taken by the City pursuant to this paragraph within 30 (thirty) days of Grantor's receipt of invoice(s) and supporting documentation for such actions shall constitute a lien on the Property accruing interest at the lesser of the maximum per annum rate permitted by law or 12% (twelve percent) per annum. Upon payment by Grantor of all amounts due to the City pursuant to this paragraph, including all interest accrued hereunder, the City shall deliver to Grantor a release of the lien.

8. Nature and Duration. The covenants, conditions and restrictions in this Easement run with the land constituting the Property for ten (10) years and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

9. Release of Easement. Grantor and the City agree that this Easement may be released by the City upon application by the Grantor or the Grantor's successor in interest upon satisfaction of the following conditions:

a. The expiration of ten (10) years from the Effective Date of the Preservation Easement; and

b. The Property shall have been maintained and is as of the date of the application for such a release in a good and sound state of repair in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as modified from time to time (the "Standards") in order to preserve the Property and the Structure in substantially the same condition and state of repair as that existing on Effective Date.

10. Indemnification. Grantor shall hold harmless, indemnify and defend the City and its officers, employees, agents and contractors, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, or judgments (collectively, "Claims") in any way related to: (1) any real property taxes and general or special assessments assessed and levied against the Project; or (2) this Easement, the conveyance or possession thereof or the exercise of any rights hereunder, excluding, however, any Claims based in whole or in part upon the gross negligence or willful misconduct of any Indemnified Party, provided that the Indemnified Party gives Grantor prompt notice of each such Claim, cooperates in the defense thereof, and Grantor shall have the sole right to defend and/or settle each such Claim.

11. Entire Agreement and Severability. This instrument and the attached Exhibits contain the entire agreement of the parties with respect to the Easement and supersede any prior agreements relating to the Easement. If any provision of this Easement is held unenforceable by a court of competent jurisdiction, the remainder of the Easement shall continue in full force and effect.

12. Subordination. Grantor represents and warrants to the best of its knowledge that the only mortgage or deed of trust encumbering the Project is the security instrument identified in **Exhibit C** attached hereto. Concurrently herewith, the holder of the security instrument hereto has agreed, by separate instrument (in the form of **Exhibit D** attached hereto) to be recorded immediately after this Easement, to subordinate its rights in the Project to this Easement to the extent necessary to permit the City to enforce the purpose of the Easement in perpetuity and to prevent any extinguishment of this Easement by the holder thereof. The priority of any present or future security instrument with respect to any valid claim on the part of the holder thereof to the proceeds of any sale, condemnation proceedings or insurance, or to the leases, rents and profits of the Property or Structure shall not be affected by this Easement, and any liens created by the City's exercise of any of its rights under this Easement shall be junior to such present and future security instrument; provided that this Easement shall not be subordinated in any other respect whatsoever.

13. Notices. All notices given pursuant to this Easement shall be in writing and sent to the other party at the address set forth in the first paragraph hereof, by US Mail or overnight express courier. Either party may change its notice address by notice to the other party. Either party may, from time to time, specify one additional party to receive written notice in order for such notice to be binding.

14. Amendments. This Easement may be amended only by a written instrument signed by Grantor and the City.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

GRANTOR

By: 
Josh Smith

STATE OF COLORADO)
)ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th
day of June, 2016, by Josh Smith, Homeowner 400 Chase St.

My commission expires: 6/25/19

(S E A L)




Notary Public

EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

Property is located at 400 Chase Street, legally described as S: 12 T: 3S R: 73W Subd: BLACK HAWK Block: 018 Lot: 003 AND:- Lot: 004 PARCEL DESC BY QUIET TITLE 568/75 & IMPS, City of Black Hawk, based upon the City of Black Hawk survey map of Block 18, of the Map of Black Hawk, surveyed by Albert Johnson City Surveyor, dated May and June 1866, City of Black Hawk, County of Gilpin, State of Colorado

**IMPROVEMENT SURVEY PLAT OF
A TRACT OF LAND LOCATED WITHIN
SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO**

DESCRIPTION

THE TRACT OF LAND RECEIVED AT RECEPTION NO. 123365, LOCATED WITHIN SECTION 12, (TOWNSHIP 3 SOUTH RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH RECORD INFORMATION IDENTIFIED BY () IN PARENTHESES:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 17, CITY OF BLACK HAWK, BASED UPON THE CITY OF BLACK HAWK SURVEY MAP OF BLOCK 17, OF THE MAP OF BLACK HAWK SURVEYED BY ALBERT JENKINSON, CITY SURVEYOR, JAMES MAY AND JANE IRISH, WHICH THE SOUTHWEST CORNER THEREOF BEARS S 81°07'27" W, 256.00 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S 05°57'27" W, 42.00 FEET TO THE TRAIL POINT OF BEGINNING, THENCE S 10°25'28" E, 13.00 FEET, (1) 10.00 (100.00) FEET, THENCE S 81°46'52" W, 15.00 FEET, (2) 10.00 (100.00) FEET, THENCE N 05°22'45" W, ON 5°27'00" W, 10.00 (100.00) FEET, THENCE N 81°40'33" E, ON 81°41'09" E, 126.15 (126.17) FEET TO THE TRAIL POINT OF BEGINNING, CONTAINING 0.27 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, NIELS C. PUTTER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF THE TRACT AS SHOWN HEREON, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SURVEY HEREIN.

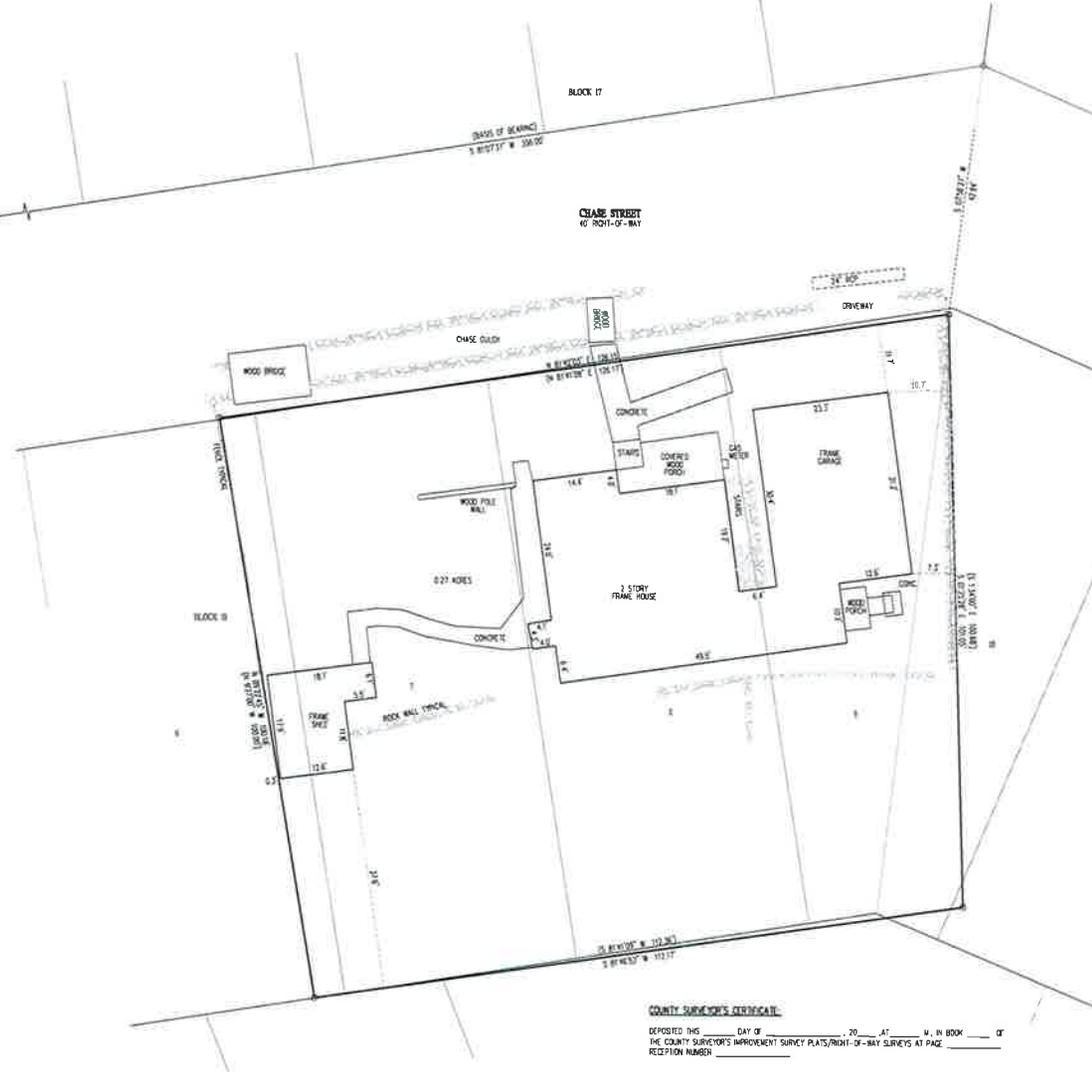


C.C.S. CONSULTANTS, INC. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, EGRESS, UNRECORDED ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE, EASEMENTS OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NOTES

1. ALL DIMENSIONS SHOW HEREON ARE IN U.S. SURVEY FEET. ALL BEARINGS SHOW HEREON ARE IN DEGREES-MINUTES-SECONDS.
2. ANY PERSON WHO KNOWINGLY MOVES, ALTERS OR OBTURATS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMENTS A CLASS TWO (2) VIOLATION PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
4. BLOCK CONFIGURATION IS BASED UPON THE APPROVED "CITY OF BLACK HAWK - SURVEY MAPS".

○ = FOUND REBAR AND CAP, PLS 9996



COUNTY SURVEYOR'S CERTIFICATE:
 DEPOSITED THIS _____ DAY OF _____, 20____, AT _____, W. IN BOOK _____ OF
 THE COUNTY SURVEYOR'S IMPROVEMENT SURVEY PLATS, RIGHT-OF-WAY SURVEYS AT PAGE _____
 RECEPTION NUMBER _____

COUNTY SURVEYOR _____
 DEPUTY COUNTY SURVEYOR _____

C.C.S. CONSULTANTS, INC.
 4860 Robb Street, Suite 206 7893 N. Monroe Avenue
 Wheat Ridge, CO 80033 Loveland, CO 80538
 Phone: 303.403.4706 Phone: 970.654.3221

PREPARED FOR THE CITY OF BLACK HAWK

EXHIBIT B

HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY

Based upon the 1991 Black Hawk – Central City Historic District Inventory and resurvey of 2011.

PROPERTY AND STRUCTURE MAINTENANCE

In accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*

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

1. Current Address: **400 Chase**

2. Resource Number: **5GL.7.66 & 5GL.7.68
B18-1**

3. NHL Resource Number:

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 checked="" type="checkbox"/> Other: 1995 BLM Gorge Resource Area | <input checked="" type="checkbox"/> Photograph | <i>(assigned 5GL.7.66 in this survey)</i> |

7. Exterior alterations since 1986: **No permits recorded.**

8. Additional historical background: **Sanborn maps do not cover this far west on Chase Street. Deed research may reveal a more accurate construction date.**

Ca. 1898 Construction date Estimate from 1986 NPS Survey New estimate

Sources of information:

Sanborn Maps

- 1886
 1890
 1895
 1900

Current Address: **400 Chase**

(page 2 of

2)

Resource Number: **5GL.7.66 & 5GL.7.68**

NHL Resource Number: **B18-1**

9. Changes to Location or Size Information: **A 1995 BLM Royal Gorge Resource area survey assigned two field survey numbers to 390 Chase & 400 Chase, but the CHS erroneously overlooked 390 Chase, and assigned both 5GL.7.66 & 5GL.7.68 to 400 Chase.**

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

Contributing Non contributing Need data _____ **The**

garage is non-contributing.

11. National Register - Individual Eligibility Assessment:

Eligible Not eligible Need data _____

12. Is there National Register district potential? Yes No

Discuss: **This would be a contributing building to a potential district**

13. Local Designation - Individual Eligibility Assessment:

Eligible Not eligible Need data _____

14. Is there Local district potential? Yes No

Discuss: **This would be a contributing building to a potential district**

15. Photograph Types and Numbers: **Digital, <.jpg> format. 400 Chase-1.JPG, 400 Chase-2.JPG**

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

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

18. Date(s): **May 17, 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: **400 Chase**
Sheets

Continuation

Resource Number: **5GL.7.66 & 5GL.7.68**
NHL Resource Number: **B18-1**

Current Photographs
Date: **05/13/2009 & 1/21/2010**





Current Address: **400 Chase**
Sheets
Resource Number: **5GL.7.66 & 5GL.7.68**
NHL Resource Number: **B18-1**

Continuation

2004 Photograph



1998 Resurvey Photograph



Current Address: **400 Chase**
Sheets
Resource Number: **5GL.7.66 & 5GL.7.68**
NHL Resource Number: **B18-1**

Continuation

1986 Survey Photograph



Current Address: 400 Chase
Sheets

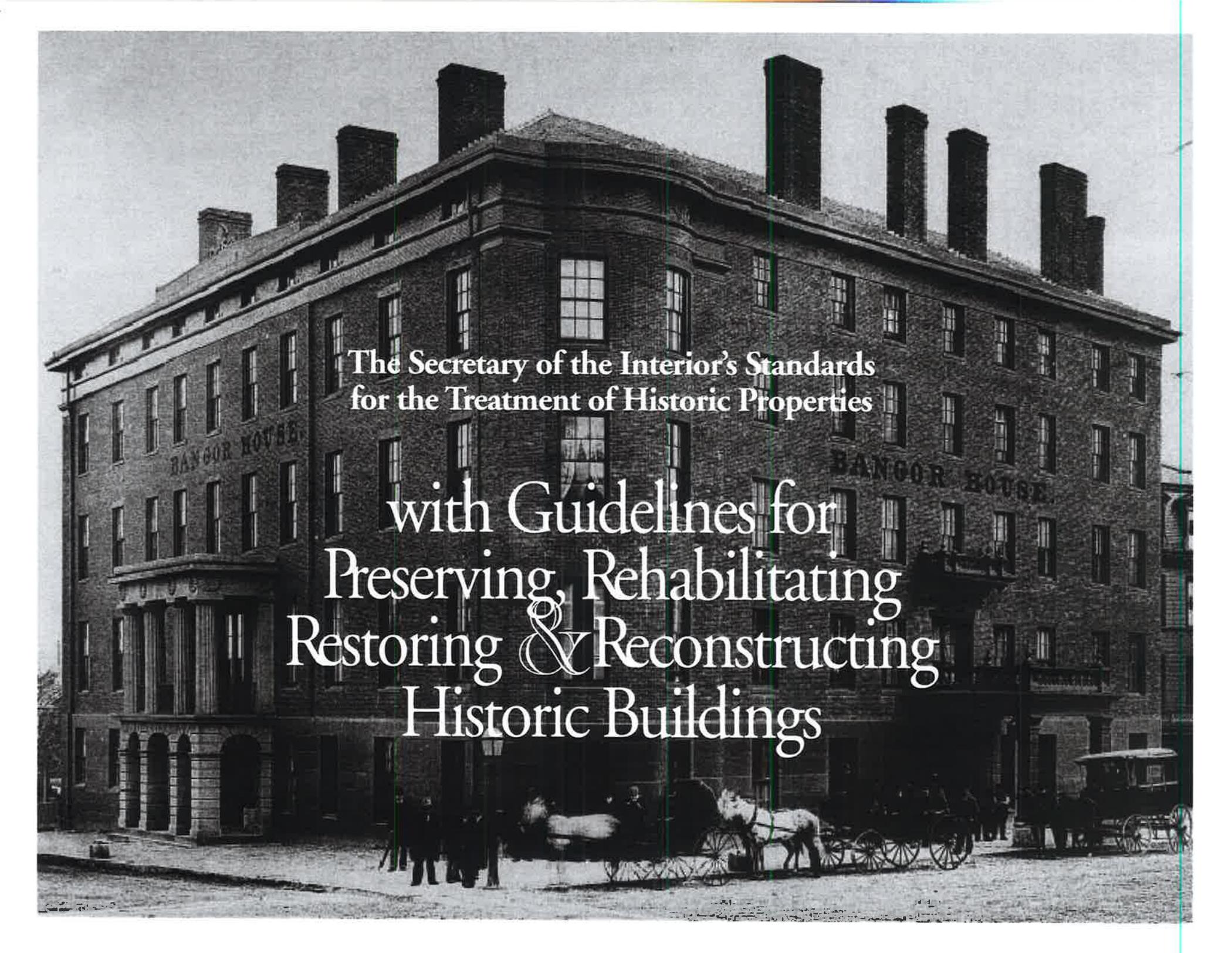
Continuation

Resource Number: 5GL.7.66 & 5GL.7.68
NHL Resource Number: B18-1

Gilpin Assessor's Photographs







The Secretary of the Interior's Standards
for the Treatment of Historic Properties

with Guidelines for
Preserving, Rehabilitating
Restoring & Reconstructing
Historic Buildings

The Secretary of the Interior is responsible for establishing professional standards and providing advice on the preservation and protection of all cultural resources listed in or eligible for listing in the National Register of Historic Places. **The Secretary of the Interior's Standards for the Treatment of Historic Properties**, apply to all proposed development grant-in-aid projects assisted through the National Historic Preservation Fund, and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. They address four treatments: Preservation, Rehabilitation, Restoration, and Reconstruction. The treatment Standards, developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995 *Federal Register* (Vol. 60, No. 133). They replace the 1978 and 1983 versions of 36 CFR 68 entitled, "The Secretary of the Interior's Standards for Historic Preservation Projects." The Guidelines in this book also replace the Guidelines that were published in 1979 to accompany the earlier Standards.

Please note that **The Secretary of the Interior's Standards for the Treatment of Historic Properties** are only regulatory for projects receiving federal grant-in-aid funds; otherwise, the Standards and Guidelines are intended only as general guidance for work on any historic building.

Finally, another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the IRS Code of 1986. The "Standards for Rehabilitation" cited in 36 CFR 67 should always be used when property owners are seeking certification for Federal tax benefits.

Library of Congress Cataloging-in-Publication Data

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Rev.

The Secretary of the Interior's Standards
for the Treatment of Historic Properties

with Guidelines for
Preserving, Rehabilitating,
Restoring & Reconstructing
Historic Buildings

Kay D. Weeks and Anne E. Grimmer

U.S. Department of the Interior
National Park Service
Cultural Resource Stewardship and Partnerships
Heritage Preservation Services
Washington, D.C.
1995

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Photo Credits

Front and Back Covers

Bangor House, Bangor, Maine, circa 1880. Historic photo (front) and drawing (back): Courtesy, Maine State Historic Preservation Office.

Historical Overview (Materials and Features)

Building Exterior: Masonry. Jack E. Boucher, HABS.

Building Exterior: Wood. Jack E. Boucher, HABS.

Building Exterior: Architectural Metals. Cervin Robinson, HABS.

Building Exterior: Roofs. Jack E. Boucher, HABS.

Building Exterior: Windows. Jack E. Boucher, HABS.

Building Exterior: Entrances and Porches. Jack E. Boucher, HABS.

Building Exterior: Storefronts. Jack E. Boucher, HABS.

Building Interior: Structural Systems. Cervin Robinson, HABS.

Building Interior: Spaces, Features and Finishes. Brooks Photographers, HABS Collection.

Building Interior: Mechanical Systems. National Park Service Files.

Building Site. Jack E. Boucher, HABS.

Setting (District/Neighborhood). Charles Ashton.

Energy Conservation. Laura A. Muckenfuss.

New Additions to Historic Buildings. Rodney Gary.

Accessibility Considerations. Department of Cultural Resources, Raleigh, North Carolina.

Health and Safety Considerations. National Park Service Files.

Chapter Heads

Preservation

Hale House, Los Angeles, California. Photos: Before: National Park Service files; After: Bruce Bohner.

Rehabilitation

Storefront, Painted Post, New York, after rehabilitation. Photo: Kellogg Studio.

Restoration

Camron-Stanford House, Oakland, California. Photos: Before: National Park Service files; After: Courtesy, James B. Spaulding.

Reconstruction

George Washington Memorial House at Washington Birthplace National Monument, Westmoreland County, Virginia. Photo: Richard Frear.

Text

It should be noted that those photographs used to illustrate the guidelines text that are not individually credited in the captions are from National Park Service files.

Acknowledgements

The Standards for the Treatment of Historic Properties, published in 1992, were reviewed by a broad cross-section of government entities and private sector organizations. *The Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* were developed in cooperation with the National Conference of State Historic Preservation Officers and reviewed by individual State Historic Preservation Offices nationwide. We wish to thank Stan Graves and Claire Adams, in particular, for their thoughtful evaluation of the new material. Dahlia Hernandez provided administrative support throughout the project.

Finally, this book is dedicated to H. Ward Jandl, whose long-term commitment to historic preservation helped define the profession as we know it today.

EXHIBIT C

SECURITY INSTRUMENT

Grantor represents and warrants to the best of its knowledge that the only mortgage or deed of trust encumbering the Project is the security instrument identified and attached hereto. A copy of the Title Commitment is attached.

OR

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no security instrument is identified or attached hereto. A copy of the Title Commitment is attached.



Mountain Land Title, LLC

Mountain Land Title, LLC
972 Golden Gate Canyon Road
Black Hawk, CO 80422
Phone: 303-582-0603 Fax: 303-582-0604
service@mountainlandtitle.com

DATE: December 2, 2014
PROP. ADDRESS (For Information only): 400 Chase Street
OWNER: Smith

Ownership & Encumbrance Report

Attn: Jessica M. Killian
Company: NV5
2650 18th St., Suite 202
Denver, CO 80211
email: jessica.killian@nv5.com

Vesting on last deed of record: Joshua Gregory Smith

Vesting Deed Information: Special Warranty Deed recorded September 14, 2004, Reception No. 123365

Legal Description: Parcel A as shown on Deed

ENCUMBRANCES/LIENS

1. NONE

DISCLAIMER: This information is for your sole use and benefit and is furnished as an accommodation. The information had been taken from our in house title plant, without reference to, or examination of, instruments which purport to affect real property. The information is neither guaranteed nor certified, and is not an Abstract of Title, Opinion of Title, nor a Guarantee of Title, and our liability is limited to the amount of the fees paid.



SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CHARLES MERCER SMITH FAMILY TRUST ("guarantor") for the consideration of Ten U.S. Dollars (\$10.00), and other good and valuable consideration the sufficiency of which has been agreed to by the parties, hereby grants, bargains, sells, conveys and confirms to JOSHUA GREGORY SMITH ("guarantee"), whose legal address is 500 Chase Street, P.O. Box 15, Black Hawk, Colorado 80422, the following real property situated in the County of Gilpin, State of Colorado.

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

Gilpin County
State Documentary Fee
\$ none

also known as: 400 & 401 Chase Street, Black Hawk, Colorado 80422

Together with all appurtenances and privileges thereunto belonging or in anywise thereunto appertaining and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above described premises, with the hereditament and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), his heirs, successors and assigns forever. The grantor, for itself, its heirs and personal representative or successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs, successors and assigns, against all and every persons claiming the whole or any part hereof, by, through or under the grantor(s) subject to and except for easements, right of way, reservations, restrictions and covenants of record, and taxes for the year 2004 and subsequent years which are not yet due and payable.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the 13th day of September, 2004.

Grantor:
Charles Mercer Smith Family Trust

By: Joshua Gregory Smith
Joshua Gregory Smith, Trustee

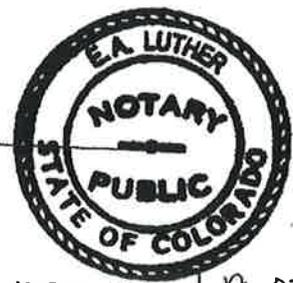
STATE OF COLORADO
COUNTY OF Clear Creek } ss.

The foregoing Special Warranty Deed was acknowledged before me this 13th day of September, 2004 by Joshua Gregory Smith as the sole trustee of the Charles Mercer Smith Family Trust.

Witness my hand and official seal

My Commission Expires: 1-19-07

E.A. Luther
Notary Public



My Comm. Expires 1-19-07

2003-7491

CONVENIENCE DEED



123365

Page: 2 of 2
09/14/2004 01:40P
D 0.00

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

A tract of land located within the corporate city boundary of Black Hawk, County of Gilpin, State of Colorado, and situated within the Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th P.M., more particularly described as follows:

Beginning at a point, from which said point the East 1/4 corner of said Section 12 bears S. 40°06'52" E., a distance of 435.77 feet; thence N. 9°27'00" W., a distance of 100.00 feet to a point on the southerly line of Chase Street; thence N. 81°41'09" E., along the said southerly line of Chase Street, a distance of 126.17 feet; thence S. 1°34'00" E., a distance of 100.68 feet; thence S. 81°41'09" W., a distance of 112.36 feet to the Point of Beginning,

Formerly known as Lots 3 and 4, Block 18, City of Black Hawk, County of Gilpin, State of Colorado.

Parcel B:

That portion of Lot 1, Section 12, Township 3 South, Range 73 West of the 6th P.M., (said Lot 1 being described in U. S. Patent recorded March 10, 1997, in Book 616, Page 368, and Map recorded March 10, 1997, in Book 616, page 369), County of Gilpin, State of Colorado, lying South of Chase Street (Chase Street being described in Boundary Line Agreement recorded July 12, 1995, in Book 583, Page 175), Except those parcels described as follows:

A. A tract of land located within the corporate city boundary of Black Hawk, County of Gilpin, State of Colorado, and situated within the Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th P.M., more particularly described as follows:

Beginning at a point, from which said point the East 1/4 corner of said Section 12 bears S. 40°06'52" E., a distance of 435.77 feet; thence N. 9°27'00" W., a distance of 100.00 feet to a point on the southerly line of Chase Street; thence N. 81°41'09" E., along the said southerly line of Chase Street, a distance of 126.17 feet; thence S. 1°34'00" E., a distance of 100.68 feet; thence S. 81°41'09" W., a distance of 112.36 feet to the Point of Beginning,

Formerly known as Lots 3 and 4, Block 18, City of Black Hawk;

B. A tract of land located within the corporate city boundary of Black Hawk, County of Gilpin, State of Colorado, and situated within the Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th P.M., more particularly described as follows:

Beginning at a point, from which said point the East 1/4 corner of said Section 12 bears S. 40°06'52" E., a distance of 435.77 feet; thence S. 81°41'09" W., a distance of 113.40 feet; thence N. 7°19'00" W., a distance of 100.00 feet to a point on the southerly line of Chase Street; thence N. 81°41'09" E., along the said southerly line of Chase Street, a distance of 109.68 feet; thence S. 9°27'00" E., a distance of 100.00 feet to the Point of Beginning;

C. That portion of Lot 1, Section 12, Township 3 South, Range 73 West of the 6th P.M., (said Lot 1 being described in U. S. Patent recorded March 10, 1997, in Book 616, Page 368, and Map recorded March 10, 1997, in Book 616, page 369), County of Gilpin, State of Colorado, lying South of Chase Street (Chase Street being described in Boundary Line Agreement recorded July 12, 1995, in Book 583, Page 175), County of Gilpin, State of Colorado, described as follows:

That portion of said Lot 1 lying South of Chase Street (Chase Street being described in Boundary Line Agreement recorded July 12, 1995, in Book 583, Page 175) with a depth of 100 feet from the south boundary line of Excepted Parcel A, above, and except any portion lying within the Gettysburg Lode Mining Claim, U. S. Mineral Survey No. 5777, County of Gilpin, State of Colorado.

Parcel C:

Lots 6, 7 and 8,
Block 17,
City of Black Hawk,
County of Gilpin, State of Colorado.

EXHIBIT D

PARTIAL SUBORDINATION OF RIGHTS

The holder of the security instrument hereto has agreed, by separate instrument (in the form of an executed Partial Subordination of Rights) to be recorded immediately after this Easement, to subordinate its rights in the Project to this Easement to the extent necessary to permit the city to enforce the purpose of the Easement for a period of ten (10) years and to prevent any extinguishment of this Easement by the holder thereof.

OR

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no request for partial subordination of rights is required.

REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS

Page 1 of 2

Date

Original Grantor (Borrower)

Original Beneficiary (Lender)

Date of Deed of Trust

Recording Date of Deed of Trust

County of Recording of Recorded Deed of Trust

Reception No. of Recorded Deed of Trust

Book and Page of Recorded Deed of Trust

Book

Page

BORROWER:

STATE OF COLORADO

)

)ss.

COUNTY OF

_____)

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

_____, 20____ by _____ Borrower.

My commission expires: _____

(SEAL)

Notary

PARTIAL SUBORDINATION OF RIGHTS

Page 2 of 2

WHEREAS, Owner owns certain real property (the "Property") and improvements thereon (the "Structure") that are secured by the above-referenced Deed of Trust;

WHEREAS, the Structure has certain architectural, historic and/or cultural significance, is located in a National Register historic district and has been deemed by the United States Department of the Interior as contributing to the historic significance of the historic district; and

WHEREAS, Owner desires to enter into a Historic Preservation Covenant and Deed Restriction Agreement (the "Covenant") with the City of Black Hawk, Colorado (the "City"), for the expenditure of funds by the City on the preservation and restoration of the Property and the Structure (the "Project");

NOW THEREFORE, Lender hereby agrees to subordinate its rights in the Project to the Covenant to the extent necessary to permit the City to enforce the purpose of the Covenant in perpetuity, and to prevent any extinguishment of the Covenant by the holder thereof. The priority of any present or future security instrument with respect to any valid claim on the part of the holder thereof to the proceeds of any sale, condemnation proceedings, or insurance, or to the leases, rents and profits of the Property or Structure shall not be affected by the Covenant, and any liens created by the City's exercise of any of its rights under the Covenant shall be junior to such present and future security instrument; provided that the Covenant shall not be subordinated in any other respect whatsoever.

LENDER:

By: _____

Its: _____

Attest: _____

CITY OF _____, **STATE OF** _____

Please return signed original to:

Cynthia Linker, Community Planning and Development Administrator
City of Black Hawk, PO Box 68, Black Hawk, CO 80422 - 303-582-0615 – clinker@cityofblackhawk.org

**PARTIAL SUBORDINATION OF RIGHTS
COVER LETTER EXAMPLE**

Date: _____

Lender: _____

Re: Request for Partial Subordination of Rights
Property Address: _____

To Whom It May Concern:

I/We desire to enter into a Historic Preservation Covenant and Deed Restriction Agreement with the City of Black Hawk, Colorado for the expenditure of funds by the City on the historic preservation and restoration of **my/our** property on which you hold a Deed of Trust. Because the structure has certain architectural, historic and/or cultural significance, is located in a National Register historic district and has been deemed by the United States Department of the Interior as contributing to the historic significance of the historic district, it qualifies for the City of Black Hawk's Historic Preservation Easement Program.

To participate in the program, the City of Black Hawk requires that you partially subordinate your rights in the property only to the extent necessary to permit the City to enforce the purpose of the Historic Preservation Covenant and Deed Restriction Agreement and to prevent its extinguishment. Any liens created by the City's exercise of its rights under the Historic Preservation Covenant and Deed Restriction Agreement will be junior to any present and future security instrument on the property as long as the Historic Preservation Covenant and Deed Restriction Agreement is not subordinated in any other respect.

Enclosed you will find a Request for Partial Subordination of Rights and a copy of the Historic Preservation Covenant and Deed Restriction Agreement.

Sincerely,

Property Owner

EXHIBIT 2

HISTORIC PRESERVATION AND COMMUNITY PRESERVATION FUND
REHABILITATION GRANT PROGRAM AGREEMENT
BETWEEN
THE CITY AND JOSH SMITH
FOR
400 CHASE STREET

**HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND
REHABILITATION GRANT PROGRAM AGREEMENT**

**THIS HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND
REHABILITATION GRANT PROGRAM AGREEMENT** (the “*Agreement*”) is made as of the

_____ day of _____

_____, 20_____, (the “*Effective Date*”) by and between the **CITY OF BLACK
HAWK**, a municipal corporation organized and existing under the laws of the State of Colorado
(the “*City*”) and **Josh Smith** (the “*Property Owner*”) whose property address is **400 Chase
Street, Black Hawk, CO 80422**.

RECITALS

- A.** The City has made certain proceeds of the Historic Restoration and Community Preservation Fund, available for the purpose of rehabilitating historic properties in the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Rehabilitation Grant Program*”).

- B.** The Property Owner, who is the owner of a structure located at **400 Chase Street, Black Hawk, Colorado 80422**, (the “*Property*”) submitted an application under the Grant Program.

AGREEMENT

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

- 1. Grant / Emergency Grant.**

1.1 Award. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$283,100.00** (the "**Award**") for the restoration and preservation of the Property.

1.2 Tax Payment. Receipt of the Rehabilitation Grant is taxable income to the recipient. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Award (the "Tax Burden"). By the due date established by the City, Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. In the event that Property Owner requests payment from the City prior to payment of his/her taxes, the City shall pay the Property Owner directly. In the event that Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner. Property Owners may seek partial reimbursement for state income tax liability through the Colorado Historic Preservation Income Tax Credit, based on fund availability and subject to approval. [Alternative addition: If the Colorado Historic Preservation Income Tax Credit is available and if the Property Owner qualifies for it, the Property Owner must apply for it. The City of Black Hawk will only reimburse Property Owners for their state income tax liability, net of the Colorado Historic Preservation Income Tax Credit that could have been claimed.]

1.3 Owner's Representative Payment. The City hereby agrees to reimburse Property Owner for all Owner's Representative fees incurred on the project, provided that the Owner's Representative is a third party Owner's Representative consulting firm or individual hired to perform the Owner's Representative tasks and that such individual or firm is not the homeowner themselves, related to the homeowner, or an employer of someone related to the homeowner.

1.4 Escrow Payment. Property Owner agrees to provide payment to be held in an escrow account for all portions of the project that are above and beyond the Grant Program

Approved by Resolution 21-2016 on March 23, 2016

allowances. Property Owner deposits the Estimated Reimbursement Amount into a non-interest bearing escrow account payable to the City of Black Hawk upon execution of the Trade Contractor Agreement between the Contractor and Property Owner. If upon completion of the Restoration and Preservation project and final payment to all Contractors there are any remaining funds from the Estimated Reimbursement Amount, those funds shall be returned to the Property Owner. Property Owner is responsible for providing the City of Black Hawk invoices for work to be processed from escrow account. Each invoice shall contain sufficient detail regarding work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the escrow items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City of Black Hawk will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner agrees to and is responsible for the disbursement of these funds by directly endorsing the check over to the Contractor in an FBO (For the Benefit Of) format to include the company name of the Contractor for the project. By depositing funds into a non-interest bearing City of Black Hawk escrow account, the Property Owner understands the process for payment to the Contractor for the contracted work, and agrees to not defraud the City of Black Hawk or the Contractor during any part of the escrow payment process. The accepted allowances included in this Agreement are:

- a. Alternate #2: Mudroom Bench - \$750.00

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

2.1 Review of Documents. The Property Owner (a) has read this Agreement and the applicable “Historic Restoration and Community Preservation Fund Guide to Programs,” (b) fully understands the terms and conditions of the grant as set forth therein, and (c) agrees to be bound by those terms and conditions.

Approved by Resolution 21-2016 on March 23, 2016

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

2.3 No Liability. The City nor the Owner's Representative shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Grant Program, whether or not the Property Owner is actually paid any funds from the Award.

3. Undertaking. The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the "**Project**"). The Property Owner has twelve (12) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Award by the City to begin the Project.

4. Conditions Precedent to Disbursement of Funds. Subject to Section 4 hereof, funds from the Award shall be disbursed to the Property Owner upon satisfaction of:

4.1 Evidence of Construction Costs. The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 Building Permit. If required by the nature of the rehabilitation of the Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Chief Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 Other Documents or Requirements. The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 Completion of Improvements. The Project shall have been satisfactorily completed in accordance with the City's Grant Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before twelve (12) months after the issuance of the building permit if required by the City, or on or before twelve (12) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

5.2 Emergency Grant Disbursement. The Property Owner is responsible for providing the information as described **5.1 above** except that the City shall be notified of the emergency within 14 calendar days (upon discovery) of the date of the emergency and the grant application shall be submitted within 45 calendar days of the date of the emergency. **IF THE APPLICATION FOR AN EMERGENCY GRANT IS NOT RECEIVED BY THE BLACK HAWK PLANNING DEPARTMENT FROM THE OWNER WITHIN THE TIME SPECIFIED HEREIN, THE APPLICATION SHALL BE DENIED BY THE PLANNING DEPARTMENT AS UNTIMELY.**

6. **Termination of the Award.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, June 13, 2017 (The “**Termination Date**”), the Property Owner’s right to be paid the Award or any portion thereof shall automatically terminate.

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

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

7.2 Security. In the event that Property Owner seeks to sell or transfer the Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Property will be sold on the date of execution of the deed of trust (“**Estimated Reimbursement Amount**”); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the City shall pay the difference back to the Property Owner after the transfer or sale and upon the City’s receipt of the Estimated Reimbursement Amount.

7.3 Avoidance of Security Requirement. Property owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable

to the City upon the sale or transfer of the Property. If upon the sale or transfer of the Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

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

If to the Property Owner:

**Josh Smith
200 Sleepy Horse Lane
Kalispell, MT 59901**

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

10. **Miscellaneous:**

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

- 10.2 Severability.** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.
- 10.3 Standard of Approval.** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.
- 10.4 Waiver.** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.
- 10.5 Time of the Essence.** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.
- 10.6 Governing Law.** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

Josh Smith

By: 
Property Owner

STATE OF COLORADO)
)ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of June, 2016, by Josh Smith, Homeowner 400 Chase St.

My commission expires: 6/25/19

(S E A L)




Notary Public

EXHIBIT 3

TEMPORARY CONSTRUCTION EASEMENT
BETWEEN
THE CITY AND JOSH SMITH
FOR
400 CHASE STREET

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Josh Smith, whose address is 400 Chase Street ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **CITY OF BLACK HAWK**, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("**Grantee**"), a Temporary Easement for restoration of 400 Chase Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference the "Temporary Easement Property".

1. Said Temporary Easement shall expire and be of no further force or effect one (1) year after the date of notice by the Grantee of the commencement of said temporary construction easement. More specifically, this Temporary Easement shall not commence until the Grantee provides a written notice to Grantor of the commencement of the Temporary Easement, which must be provided within one (1) year of the date of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. City will use the Temporary Easement Property as access to all sides of 400 Chase for the restoration of that property. The City may have to install an earth ramp to access the area and this may entail the removal of the existing low rock retaining walls. The City will repair or replace any rock walls to existing conditions. The Temporary Easement Property will be restored to its current condition. The City will remove any dead and downed trees and clean, finish grade and reseed all disturbed areas with native grasses and wildflowers.

3. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

5. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein

GRANTEE: CITY OF BLACK HAWK

By: _____ Date: _____
David D. Spellman, Mayor

Attest: _____
Melissa A. Greiner, City Clerk

Approved as to legal form: _____
Corey Y. Hoffmann, City Attorney

RESOLUTION 49-2016
A RESOLUTION
APPROVING THE
TEMPORARY
CONSTRUCTION
EASEMENT FROM
KATHRYN LORENZ TO
THE CITY OF BLACK
HAWK FOR
REHABILITATION OF THE
PROPERTY AT 400 CHASE
STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 49-2016

TITLE: A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT FROM KATHRYN LORENZ TO THE CITY OF BLACK HAWK FOR REHABILITATION OF THE PROPERTY AT 400 CHASE STREET

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

Section 1. The Temporary Construction Easement from Kathryn Lorenz to the City of Black Hawk for rehabilitation of the property at 400 Chase Street, 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 22nd day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

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

SUBJECT: Temporary Construction Easement for temporary construction laydown areas associated with the rehabilitation of 400 Chase Street.

RECOMMENDATION:

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

A MOTION TO APPROVE RESOLUTION 49-2016 APPROVING THE TEMPORARY CONSTRUCTION EASEMENT FOR TEMPORARY CONSTRUCTION LAYDOWN AREAS ASSOCIATED WITH THE REHABILITATION OF 400 CHASE STREET BETWEEN THE CITY OF BLACK HAWK AND KATHRYN LORENZ, PROPERTY OWNER OF LOTS 5 AND 9, BLOCK 17 AND LOTS 1 AND 2, BLOCK 16.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Kathryn Lorenz, property owner of Lots 5 and 9, Block 17 and Lots 1 and 2, Block 16, does hereby grant, bargain, sell and convey to the City of Black Hawk a Temporary Construction Easement for a temporary construction laydown area associated with the rehabilitation of 400 Chase Street.

AGENDA DATE:

June 22, 2016

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

Yes No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Resolution 49-2016
Exhibit A - Temporary Construction
Easement

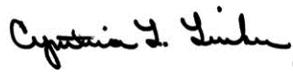
RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:

 6-16-2016

Cynthia L. Linker
CP&D Administrator

REVIEWED BY:



Jack D. Lewis, City Manager

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Kathryn L. Lorenz, who is the property owner of Lots 5 and 9, Block 17 and Lots 1 and 2, Block 16 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **CITY OF BLACK HAWK**, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("**Grantee**"), a Temporary Construction Easement for the rehabilitation of 400 Chase Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference the "Temporary Easement Property".

1. Said Temporary Easement shall expire and be of no further force or effect one (1) year after the date of notice by the Grantee of the commencement of said temporary construction easement. More specifically, this Temporary Easement shall not commence until the Grantee provides a written notice to Grantor of the commencement of the Temporary Easement, which must be provided within one (1) year of the date of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. City may use the Temporary Easement Property as a temporary construction laydown area for rehabilitation of 400 Chase Street. The Contractor (Big Valley Construction) will repair any damage to existing conditions within the area of the easement, as shown in **Exhibit A**. The Contractor (Big Valley Construction) will clean and finish grade all disturbed areas to return it to its native bare earth state. The pictures in **Exhibit B** are dated June 9, 2016 and June 13, 2016.

3. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure, which may interfere with Grantee's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

5. Grantor warrants that she has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

GRANTEE: CITY OF BLACK HAWK

By: _____
David D. Spellman, Mayor

Date: _____

Attest: _____
Melissa A. Greiner, City Clerk

Approved as to legal form: _____
Corey Y. Hoffmann, City Attorney

EXHIBIT A

The southern portion of Lot 5, Block 17, along the rock wall Lot 9, Block 17, and along the rock wall of Lots 1 and 2, Block 16. See attached survey.

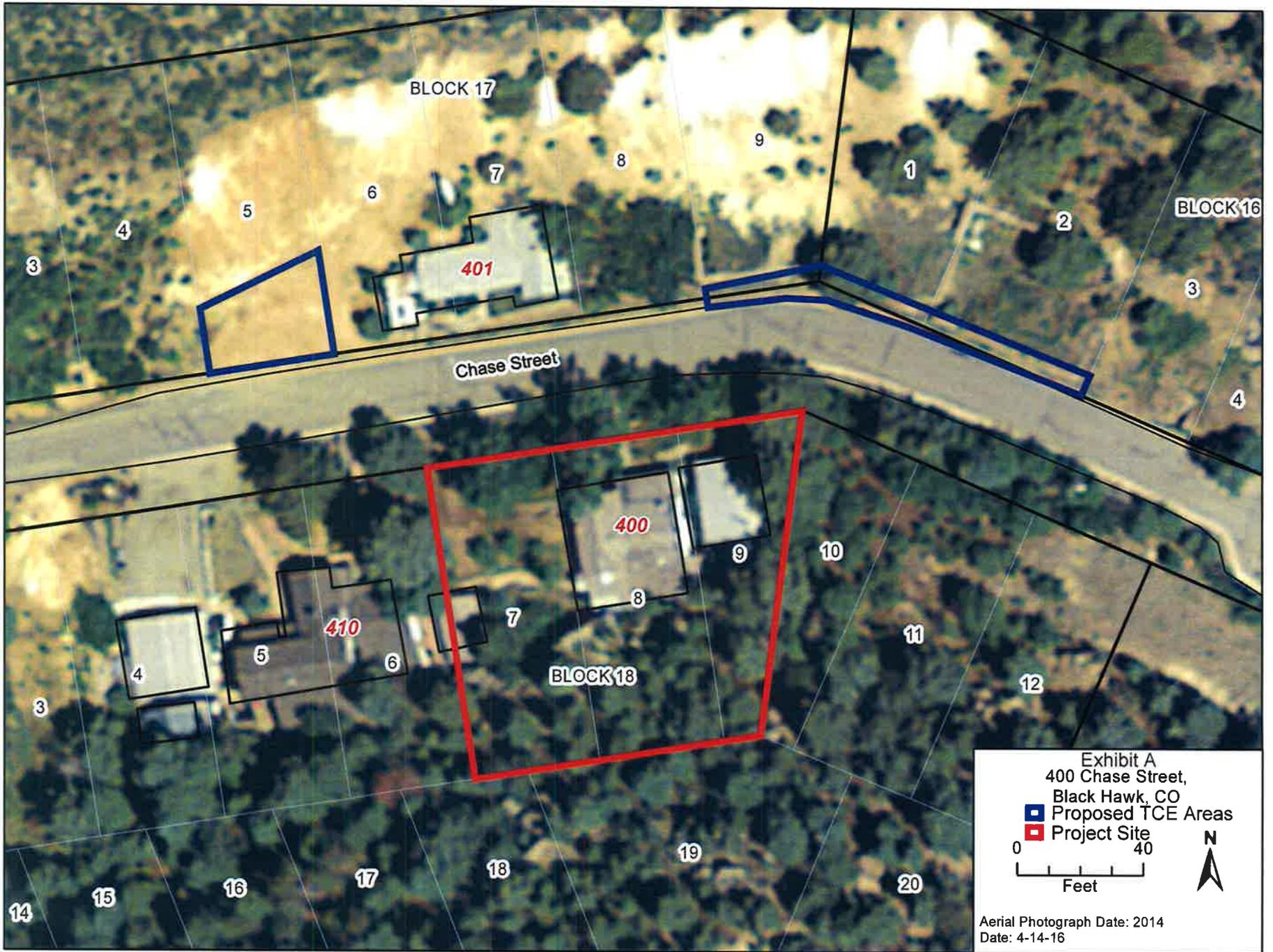


EXHIBIT B

Exhibit B

June 9, 2016 and June 13, 2016



RESOLUTION 50-2016
A RESOLUTION
APPROVING THE SECOND
AMENDMENT TO
PROPERTY EXCHANGE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND SMITHROCK,
LLC

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

Resolution No. 50-2016

**TITLE: A RESOLUTION APPROVING THE SECOND AMENDMENT TO
PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF
BLACK HAWK AND SMITHROCK, LLC**

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

Section 1. The City Council hereby approves the Second Amendment to Property
Exchange Agreement between the City and Smithrock, LLC, and authorizes the Mayor to
execute the same on behalf of the City.

RESOLVED AND PASSED this 22nd day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



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

SUBJECT: Approve Resolution 50-2016, a Resolution approving the Second Amendment to Property Exchange Agreement between the City of Black Hawk and Smithrock, LLC.

RECOMMENDATION:

If City Council chooses to approve Resolution 50-2016, a Resolution approving the Second Amendment to Property Exchange Agreement between the City of Black Hawk and Smithrock, LLC., the recommended motion is as follows: “Approve Resolution 50-2016, a Resolution approving the Second Amendment to Property Exchange Agreement Between the City of Black Hawk and Smithrock, LLC.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The property exchange between the City and Smithrock has been delayed yet again due to delays in getting responses back from Central City. Plans have been submitted and requested changes have been made. A building permit has been submitted and we are awaiting approval to proceed. The actual exchange of property will be accomplished once the required improvements are completed on the clinic parcel and it is permitted for parking. The agreements are being extended to October 1st, 2016. In the interim, temporary parking will be permitted on the property along Gregory Street above Church Street.

FUNDING SOURCE: N/A
305-3101-431-75-14 Gregory Street Redevelopment

WORKSHOP DATE: March 23, 2016

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: Amendment & TCE

CITY ATTORNEY REVIEW: Yes No N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack D. Lewis, City Manager

**SECOND AMENDMENT TO
PROPERTY EXCHANGE AGREEMENT**

THIS FIRST AMENDMENT TO PROPERTY EXCHANGE AGREEMENT (the "**Second Amendment**") is made and entered into this ____ day of June 2016, by and between the **City of Black Hawk, Colorado**, a Colorado home rule municipality (the "**City**") and **Smithrock, LLC**, a Colorado limited liability company ("**Smithrock**").

RECITALS

WHEREAS, the City and Smithrock have previously entered into that Property Exchange Agreement dated August 26, 2015 (the "**Original Agreement**"), and the First Amendment thereto dated March 23, 2016, (the "First Amendment") in which the City agreed to acquire certain property owned by Smithrock in exchange for granting Smithrock a permanent and exclusive parking easement on certain City-owned property located in Central City, and other good and valuable consideration;

WHEREAS, the dates contemplated in the Original Agreement and the First Amendment are in need of an extension to allow the City to complete parking lot improvements and satisfy the conditions of the resolution approving a special use review permit by City Council of the City of Central, Colorado, adopted on January 19, 2016, on its property following land use approval obtained from the City of Central consistent with the Original Agreement and the First Amendment; and

WHEREAS, the City and Smithrock therefore desire to enter into this Second Amendment, which memorializes the extension of time and other obligations necessary for both parties to effectuate the terms of the Original Agreement and the First amendment.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and Smithrock agree:

1. Article V of the Original Agreement, as amended by the First Amendment, is further amended to read as follows:

**ARTICLE V
SIMULTANEOUS CLOSING**

The date of closing ("Closing") of the exchange contemplated by this Agreement shall be on or before October 1, 2016, provide that the City has completed the parking lot improvements on the City-owned property located in Central City and satisfied the conditions of the resolution approving the special use review permit.

2. The City and Smithrock agree to the following additional obligations pursuant to this Second Amendment:

A. City Obligations. The City shall continue to provide until the Closing described hereunder with an equivalent number of temporary parking spaces in accordance with this Agreement to the number of parking spaces currently located on the property described in Exhibit A to the Original Agreement. Said temporary parking spaces shall be located adjacent to Gregory Street. Said parking spaces shall be temporary, and are intended to allow Smithrock to access and use said parking spaces until the parking lot is completed on the City-owned property located in Central City, which shall be completed on or before October 1, 2016 pursuant to Article V of this Second Amendment. The location of such parking spaces is shown on Exhibit B attached to the First amendment.

B. Smithrock Obligations. In exchange for the City providing Smithrock with the temporary spaces as set forth in this Second Amendment until October 1, 2016, Smithrock extends the grant to the City of that temporary easement attached to the First Amendment as **Exhibit 1** through October 1, 2016.

3. Except as modified herein, the Original Agreement and the First Amendment are in full force and effect and is hereby ratified by the City and Smithrock.

IN WITNESS WHEREOF, this Agreement is executed by the City and Smithrock as of the date first above written.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

SMITHROCK LLC

By: _____
Edward E. Smith, Member