

**City of Black Hawk
City Council
211 Church Street
March 12, 2014
3:00 p.m.**

RINGING OF THE BELL:

- 1. CALL TO ORDER:**
- 2. ROLL CALL & PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. Of State)**
- 5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
(Notify the City Clerk if you wish to address Council on items not on the agenda)**
- 6. APPROVAL OF MINUTES: February 26, 2014**
- 7. PUBLIC HEARINGS:**
 - A. CB 6 An Ordinance to Amending Sections 16-392 and 16-401 of the Black Hawk Municipal Code Concerning Modifications to Commercial Mobile Radio Facilities**
 - B. Resolution 13-2014, A Resolution Conditionally Approving a Certificate of Appropriateness for Reconstruction and Site Improvements for 201 Church Street (**moved to March 26, 2014 meeting**)**
- 8. ACTION ITEMS:**
 - C. Resolution 14-2014, A Resolution Approving the License Agreement Between the City of Black Hawk and Smithloch, LLC**
 - D. Resolution 15-2014, A Resolution Approving the License Agreement Between the City of Black Hawk and Edward E. Smith, Shirley J. Smith, and Sherell J. Kelly**
 - E. Resolution 16-2014, A Resolution Approving the License Agreement Between the City of Black Hawk and JZ Gaming, LLC dba Z's Casino**
 - F. Resolution 17-2014, A Resolution Adopting the Revised Community Restoration and Preservation Guide to Programs, Dated March, 2014**
- 9. CITY MANAGER REPORTS:**
- 10. CITY ATTORNEY:**
- 11. EXECUTIVE SESSION:**
- 12. ADJOURNMENT:**

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community

**APPROVAL OF MINUTES
FOR FEBRUARY 26, 2014**

City of Black Hawk
City Council Minutes
February 26, 2014

Assistant to City Manager for Administration Greiner rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order by Mayor Spellman Wednesday, February 26, 2014 at 3:00 p.m.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, City Clerk Magno, Community Planning and Development Administrator Linker, IT Support Staff Muhammad, Assistant to City Manager for Administration Greiner, Fire Chief Taylor, Finance Director Hillis, Public Works Director Isbester, and Police Chief Cole.

PLEDGE OF
ALLEGIANCE:

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

3. AGENDA CHANGES: City Clerk Magno informed Council there were no agenda changes.

Mayor Spellman stated item 7-B, Resolution 11-2014, A Resolution Conditionally Approving a Certificate of Appropriateness for the Site Work, Landscape, and Construction of a New Greenhouse for the Property at 301 Chase Street has been removed by request of the applicant.

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. Council declared no conflicts.

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: No one came forward to address Council.

6. APPROVAL OF
MINUTES for
February 12, 2014

MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve the Minutes of the February 12, 2014 meeting as presented.

MOTION PASSED

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

7. PUBLIC HEARINGS:

A. Resolution 10-2014,

A Resolution Approving a Certificate of Appropriateness for the Exterior Rehabilitation of the Historic Outbuildings and Site Work for the Property at 101 Marchant Street

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained the applicant is requesting a Certificate of Appropriateness for the exterior historic outbuildings and stairs on outside of property.

Jessica Killian, Consilium, went over the scope of work. She stated the stairs are currently in the street and will be pushed back into the yard making them flush with the rock wall.

Administrator Linker went over the proposal as it is related to the Guide to Programs.

Alderman Johnson inquired about a rock wall that was to be removed. Administrator Linker stated yes , the wall next to the storage shed.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 10-2014, A Resolution Approving a Certificate of Appropriateness for the Exterior Rehabilitation of the Historic Outbuildings and Site Work for the Property at 101 Marchant Street open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Cales to approve Resolution 10-2014, A Resolution Approving a Certificate of Appropriateness for the Exterior Rehabilitation of the Historic Outbuildings and Site Work for the Property at 101 Marchant Street.

MOTION PASSED

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

- B. Resolution 11-2014,
A Resolution Conditionally
Approving a Certificate
of Appropriateness for
the Site Work, Landscape,
and Construction of a
New Greenhouse for
the Property at 301
Chase Street

Removed from agenda by applicant's request.

8. ACTION ITEMS:

- C. 271 Church Street –
PEH Architect Scope
of Work and Fee
Schedule

Mayor Spellman read the title.

Community Planning and Development Administrator Linker went over the construction fees and scope of work for 271 Church Street.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve 271 Church Street – PEH Architect Scope of Work and Fee Schedule.

MOTION PASSED

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

- D. Resolution 12-2014,
A Resolution Approving
the Judges Selected to
Serve for the Regular
Municipal Election
in the City of Black
Hawk on April 1,
2014

Mayor Spellman read the title.

City Clerk Magno explained there are more judges for this polling place election to keep everyone from being tired. The judges will

work four hour shifts. Mayor Spellman stated this was a good idea.

MOTION TO APPROVE

Alderman Cales **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 12-2014, A Resolution Approving the Judges Selected to Serve for the Regular Municipal Election in the City of Black Hawk on April 1, 2014.

MOTION PASSED

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

9. CITY MANAGER REPORTS:

E. Certificate of Achievement for Excellence in Financial Reporting for 2012

City Manager Lewis stated this award is directly given to the Finance Department for their excellent job of financial recording. It reflects on the Finance Department.

Council congratulated Finance Director Hillis and his staff.

Finance Director Hillis stated the award is related to the audit.

10. CITY ATTORNEY:

City Attorney Hoffmann explained the legislature passed the Bill for future mail ballots. The Bill allows the City to hold mail ballot elections and not have to obtain approval from the Secretary of State.

City Attorney Hoffmann requested an Executive Session regarding potential legislation.

11. EXECUTIVE SESSION:

MOTION TO ADJOURN

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session 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(b).

MOTION PASSED

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

MOTION TO RECONVENE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Cales 3:48 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 3:49 p.m.

Jeanie M. Magno, CMC
City Clerk

David D. Spellman
Mayor

**CB 6, AN ORDINANCE
AMENDING SECTIONS 16-
392 AND 16-401 OF THE
BLACK HAWK
MUNICIPAL CODE
CONCERNING
MODIFICATIONS TO
COMMERCIAL MOBILE
RADIO FACILITIES**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 6

ORDINANCE NUMBER: 2014- _____

**TITLE: AN ORDINANCE AMENDING SECTIONS 16-392 AND 16-401 OF THE
BLACK HAWK MUNICIPAL CODE CONCERNING MODIFICATIONS
TO COMMERCIAL MOBILE RADIO FACILITIES**

WHEREAS, on February 22, 2012, Congress adopted Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 ("Section 6409"), which effectively preempts the state and local government's authority to deny modifications to existing wireless towers and base stations;

WHEREAS, specifically, Section 6409 states that a local government must approve any eligible facilities request for a modification of an existing wireless tower or base station that does not "substantially change" the physical dimensions of such tower or base station;

WHEREAS, Section 6409 does not define the terms "substantially change," "wireless tower" or "base station";

WHEREAS, on January 25, 2013, the Federal Communications Commission issued a Public Notice providing guidance on the interpretation of Section 6409; and

WHEREAS, the City now desires to amend the Black Hawk Municipal Code to bring the Code into compliance with Section 6409.

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

Section 1. Section 16-392 of the Black Hawk Municipal Code is hereby amended by the addition of a new definition of the term "substantial change," which shall be inserted alphabetically and shall read as follows:

Substantial change means a type of CMRS facility modification that occurs
if:

- (1) The mounting of a proposed antenna on a CMRS facility would increase the existing height of the CMRS facility by more than ten percent (10%), or by the height of one (1) additional array with separation from the nearest existing antenna not to exceed twenty feet (20'),

whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth herein if necessary to avoid interference with existing antennas; or

(2) The mounting of the proposed antenna would involve the installation of more than the standard number of new equipment storage cabinets for the technology involved, not to exceed four (4), or more than one (1) new equipment storage shelter; or

(3) The mounting of the proposed antenna would involve adding an appurtenance to the body of the CMRS facility that would protrude from the edge of the facility more than twenty feet (20'), or more than the width of the CMRS facility structure at the level of the appurtenance, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable; or

(4) The mounting of the proposed antenna would involve excavation outside the CMRS facility site, defined as the current boundaries of the leased or owned property surrounding the CMRS facility and any access or utility easements currently related to the site.

Section 2. Section 16-401 of the Black Hawk Municipal Code is hereby amended by the addition of a new subpart (e), which shall read as follows:

(e) Modifications to CMRS facilities.

(1) Any modification to a CMRS facility that differs from the original design that was approved by the City shall require new application and approval. Notwithstanding the foregoing, the City may, in its sole discretion, waive or postpone the submittal of any application requirement detailed in this Section when considering a modification request.

(2) Any request for modification that does not substantially change the existing CMRS facility shall be approved by the City.

(3) Any application for a modification to a CMRS facility shall be reviewed by the City within ninety (90) days of the City's receipt of the completed modification application.

Section 3. Safety Clause. The Board of Aldermen 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 Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. 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 5. 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 _____ day of _____, 2014.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

March 12, 2014

SUBJECT: City Ordinance to amend Article XVIII of Chapter 16 of the City of Black Hawk Municipal Code (P-14-02)

City of Black Hawk proposes an Ordinance to amend section 16-392 and section 16-401 of the Black Hawk Municipal Code as they relate to the application, review and approval of Commercial Mobile Radio Service Facilities (CMRS).

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The proposed Ordinance addresses the provisions of Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 – H.R. 3630. Section 6409 provides that “a State or local government may not deny, and shall approve, any eligible facilities request for modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station”. Section 6409 does not apply to applications for *new* CMRS facilities.

The proposed ordinance amends Article XVIII of Chapter 16 of the City of Black Hawk Code to address the provisions of Section 6409. These amendments offer a standard review process for applications that propose *modification* to existing CMRS facilities. This process will specifically address modifications that do not “substantially change” the physical dimensions of an existing CMRS facility. A substantial change shall be defined as a change in size, mass, or height that is greater than ten percent (10%) of the existing size, mass, or height of the CMRS facility.

Section 16-392 of Article XVIII shall be amended by the addition of a new definition for the term “substantial change”. Please see the attached Ordinance for clarification regarding the exact language to be utilized.

Section 16-401 of Article XVIII shall also be amended by the addition of a new subpart (e) which provides procedures for modifications to existing CMRS facilities. Please reference the attached Ordinance for clarification and the proposed language.

RECOMMENDATION:

Baseline Staff recommends the City Council consider a **MOTION TO APPROVE** the proposed ordinance to amend Sections 16-392 and 16-401 of Article XVIII, City of Black Hawk Municipal Code.

ORDINANCE DATE:

March 12, 2014

ORIGINATED BY:

Corey Hoffmann

STAFF PERSON RESPONSIBLE:

Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:

Proposed Ordinance

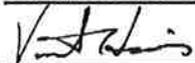
CITY ATTORNEY REVIEW:

Yes No N/A

SUBMITTED BY:

INITIALS

REVIEWED BY:



02/28/2014

Vincent Harris, Baseline Corporation



Jack D. Lewis, City Manager

**RESOLUTION 14-2014, A
RESOLUTION APPROVING
THE LICENSE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND SMITHLOCH,
LLC**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 14-2014

**TITLE: A RESOLUTION APPROVING THE LICENSE AGREEMENT
BETWEEN THE CITY OF BLACK HAWK AND SMITHLOCH, LLC**

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

Section 1. The License Agreement between the City of Black Hawk and Smithloch,
LLC, 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 _____ day of _____, 2014.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

March 12, 2014

SUBJECT: License Agreement for blade signs and awnings at Black Hawk Station Casino in City right-of-way

This action item is for approval of a License Agreement to allow the recently approved Black Hawk Station Casino Comprehensive Sign Plan signs to extend into Gregory Street and Selak Street right-of-way.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On October 9, 2013, the City of Black Hawk received an application for a Certificate of Appropriateness that established a Comprehensive Sign Plan (CSP) for the Black Hawk Station Casino located at 141 Gregory Street in Black Hawk. Council approved a Certificate of Appropriateness for the Comprehensive Sign Plan at its November 6, 2013 meeting. The signs included in this license agreement will be located at a height sufficient to allow pedestrians and motorists to pass safely below.

Staff from Baseline Corporation has worked with the owners of Black Hawk Station Casino as well as the City Attorney and has completed the attached license agreement. The City Surveyor has also reviewed and approved the legal description for the encroachment into the right-of-way. The City of Black Hawk Municipal Code allows for license agreements and similar approvals for encroachments of private improvements in the airspace over a right-of-way. The agreement is ready for review and approval by the City Council.

RECOMMENDATION:

Staff from Baseline Corporation recommends the City Council **APPROVE** the License Agreement as submitted.

RESOLUTION DATE:

March 12, 2014

ORIGINATED BY:

Edward Smith, Black Hawk Station Casino

STAFF PERSON RESPONSIBLE:

Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:

License Agreement with Exhibit A

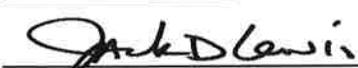
CITY ATTORNEY REVIEW:

Yes No N/A INITIALS _____

SUBMITTED BY:


2/28/2014
Vincent Harris, Baseline Corporation

REVIEWED BY:


Jack D. Lewis, City Manager

LICENSE

THIS LICENSE, is made and entered into this ___ day of _____, 2014, by and between the CITY OF BLACK HAWK, Colorado whose address is 211 Church Street, Black Hawk, CO 80422 (the "City") and Smithloch, LLC owner of the real property whose address is 141 Gregory 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 placement of blade signs and awning signs, described herein, is subject to all easements 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, and a deductible of not less than one hundred thousand dollars (\$100,000.00). 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 the placement blade signs and awning signs during the term of this license or any renewal thereof.

5. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall initially install the sign on the Property Licensed in the manner specified by the Public Works Director. 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 Public Works Director 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.

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 give any approval, 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: Smithloch, LLC
 P.O. Box 513
 Black Hawk, CO 80422

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 signs on the Property Licensed.

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:

Smithloch, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

The forgoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2014, by _____ as the _____ of Smithloch, LLC.

My commission expires: _____

(SEAL)

Notary Public

CITY OF BLACK HAWK, COLORADO

By: _____

David D. Spellman, Mayor

ATTEST:

Jeanie Magno, City Clerk

APPROVED AS TO FORM:

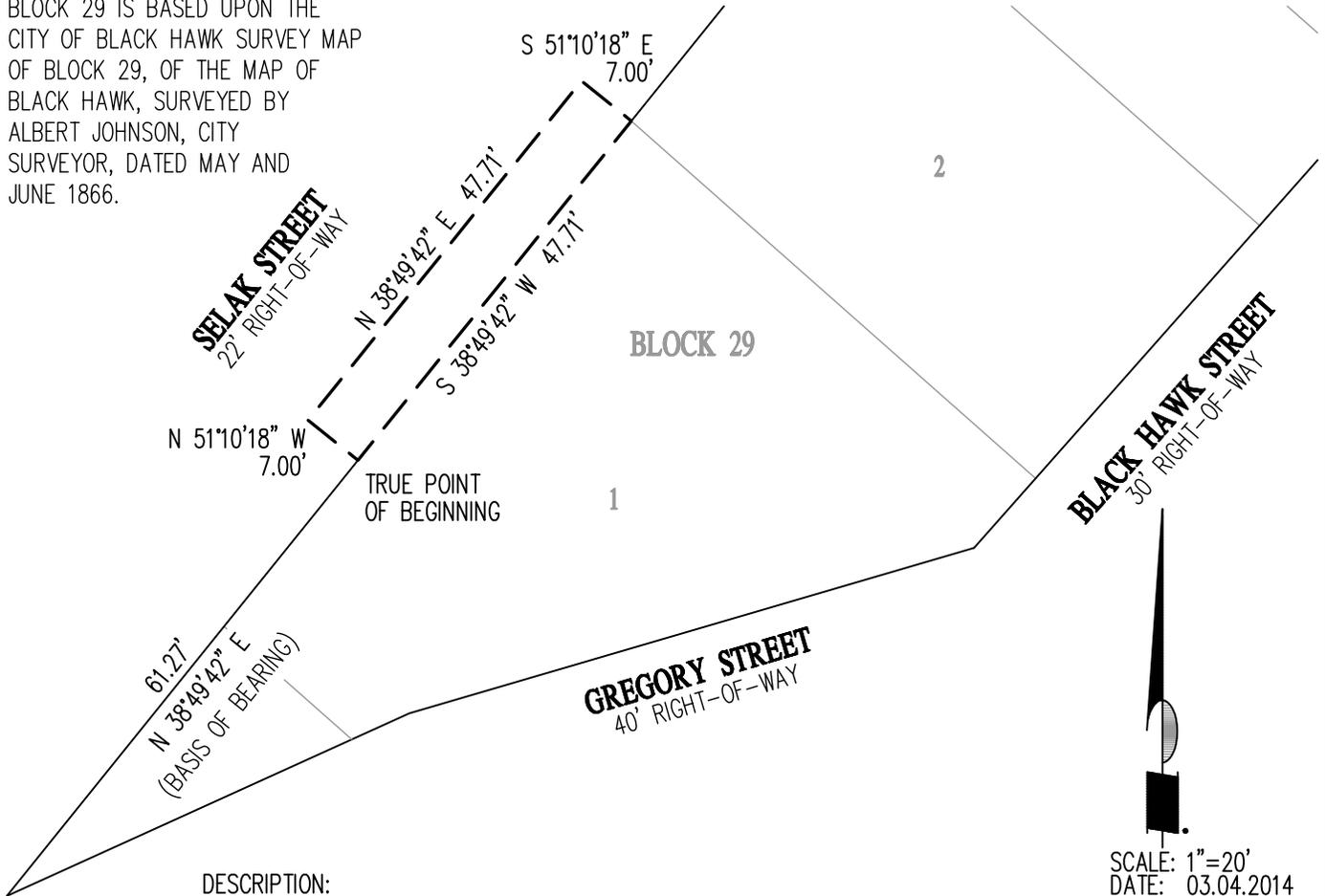
Corey Y. Hoffmann, City Attorney

EXHIBIT A.1

A SIGN EASEMENT, LOCATED WITHIN SELAK STREET RIGHT-OF-WAY CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

NOTE:

BLOCK 29 IS BASED UPON THE CITY OF BLACK HAWK SURVEY MAP OF BLOCK 29, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, DATED MAY AND JUNE 1866.

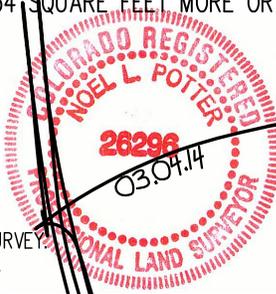


DESCRIPTION:

POINT OF BEGINNING

A SIGN EASEMENT, LOCATED WITHIN THE SELAK STREET RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF BLOCK 29 AND THE SOUTHERLY SELAK STREET RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY SELAK STREET RIGHT-OF-WAY, N 38°49'42" E, 61.27 FEET TO THE TRUE POINT OF BEGINNING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N 51°10'18" W, 7.00 FEET; THENCE N 38°49'42" E, 47.71 FEET; THENCE S 51°10'18" E, 7.00 FEET TO A POINT ALONG THE WESTERLY LINE OF SAID BLOCK 29 AND THE SOUTHERLY SELAK STREET RIGHT-OF-WAY; THENCE ALONG SAID LINE, S 38°49'42" W, 47.71 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 334 SQUARE FEET MORE OR LESS.



SCALE: 1"=20'
DATE: 03.04.2014

NOTE:

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

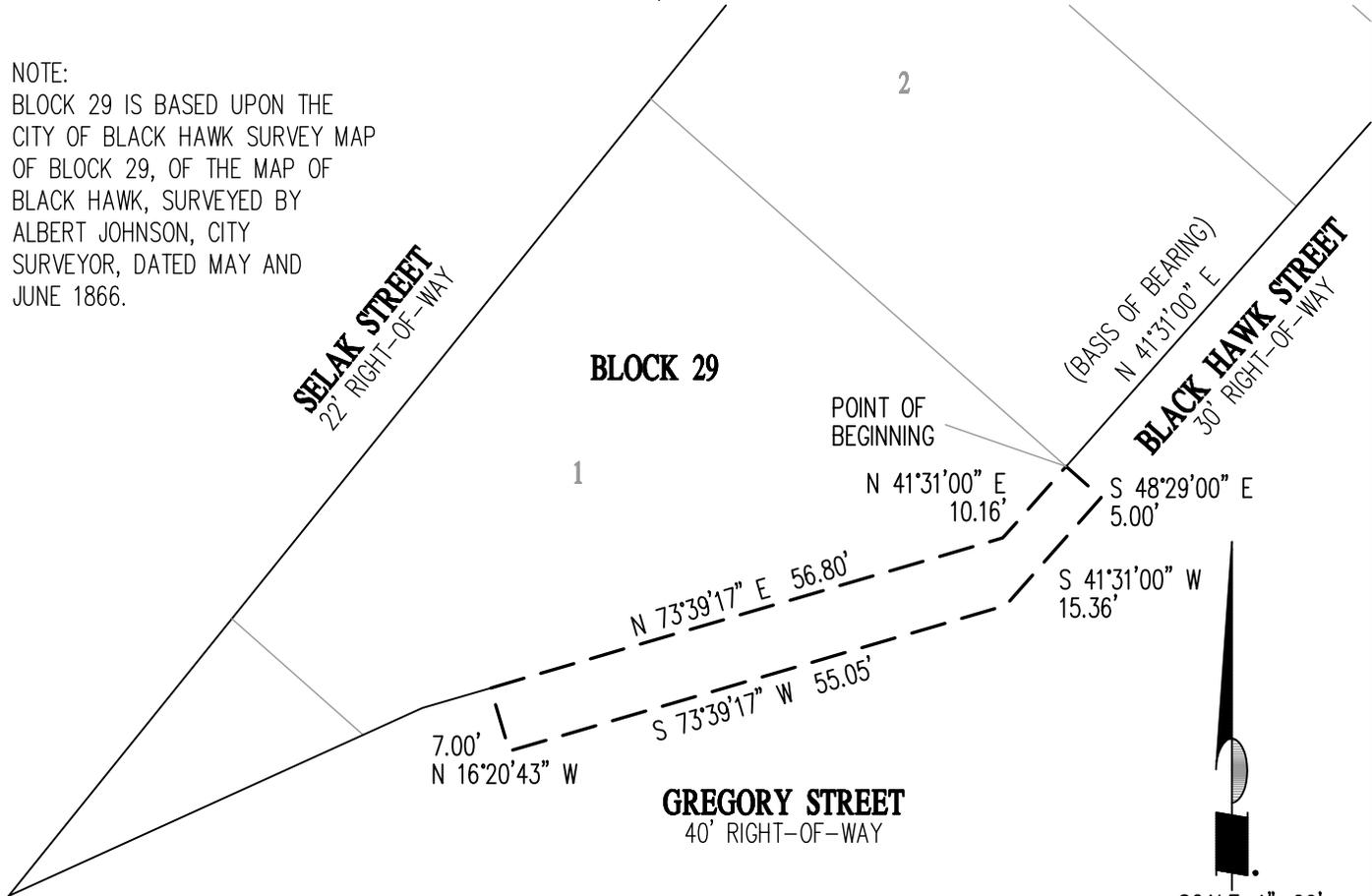
C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

EXHIBIT A.2

A SIGN EASEMENT, LOCATED WITHIN BLACK HAWK STREET AND GREGORY STREET RIGHT-OF-WAY, CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO

NOTE:
BLOCK 29 IS BASED UPON THE CITY OF BLACK HAWK SURVEY MAP OF BLOCK 29, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, DATED MAY AND JUNE 1866.



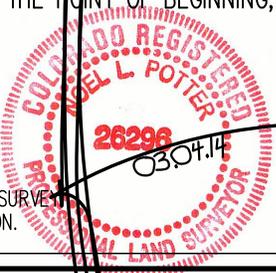
SCALE: 1"=20'
DATE: 03.03.2014

DESCRIPTION:

A SIGN EASEMENT, LOCATED WITHIN THE BLACK HAWK STREET AND GREGORY STREET RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 29 AND THE NORTHWESTERLY BLACK HAWK STREET RIGHT-OF-WAY, WHENCE THE SOUTHEASTERLY LINE OF SAID BLOCK BEARS N 41°31'00" E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S 48°29'00" E, 5.00 FEET; THENCE S 41°31'00" W, 15.36 FEET; THENCE S 73°39'17" W, 55.05 FEET; THENCE N 16°20'43" W, 7.00 FEET TO A POINT ALONG THE SOUTHERLY LINE OF SAID BLOCK; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. N 73°39'17" E, 56.80 FEET;
2. THENCE N 41°31'00" E, 10.16 FEET TO THE POINT OF BEGINNING, CONTAINING 455 SQUARE FEET MORE OR LESS.



C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

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

PROJECT NO.: CCS-BLH\90BLH29\LOT 1, BLOCK 29\SIGN EASEMENT_A.2

**RESOLUTION 15-2014, A
RESOLUTION APPROVING
THE LICENSE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND EDWARD E.
SMITH, SHIRLEY J. SMITH
AND SHERELL J. KELLY**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 15-2014

**TITLE: A RESOLUTION APPROVING THE LICENSE AGREEMENT
BETWEEN THE CITY OF BLACK HAWK AND EDWARD E. SMITH,
SHIRLEY J. SMITH AND SHERELL J. KELLY**

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

Section 1. The License Agreement between the City of Black Hawk and Edward E.
Smith, Shirley J. Smith and Sherell J. Kelly, 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 _____ day of _____, 2014.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

March 12, 2014

SUBJECT: License Agreement for a wall sign, awning and blade signs at Sasquatch Casino in City right-of-way

This action item is for approval of a License Agreement to allow the recently approved Sasquatch Casino Comprehensive Sign Plan signs (wall sign, awning, and blade signs) to extend approximately six feet into Gregory Street and Black Hawk Street right-of-way and four feet into Selak Street right-of-way.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On October 9, 2013, the City of Black Hawk received an application for a Certificate of Appropriateness that established a Comprehensive Sign Plan (CSP) for the Sasquatch Casino located at 125 Gregory Street in Black Hawk. Council approved a Certificate of Appropriateness for the Comprehensive Sign Plan at its November 6, 2013 meeting. The signs included in this license agreement will be located at a height sufficient to allow pedestrians and motorists to pass safely below.

Staff from Baseline Corporation has worked with the owner of Sasquatch Casino as well as the City Attorney and has completed the attached license agreement. The City Surveyor has also reviewed and approved the legal descriptions for the encroachment areas into the City right-of-way. The City of Black Hawk Municipal Code allows for license agreements and similar approvals for encroachments of private improvements in the airspace over a right-of-way. The agreement is ready for review and approval by the City Council.

RECOMMENDATION:

Staff from Baseline Corporation recommends the City Council **APPROVE** the License Agreement as submitted.

RESOLUTION DATE:

March 12, 2014

ORIGINATED BY:

Edward Smith, Sasquatch Casino

STAFF PERSON RESPONSIBLE:

Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:

License Agreement with Exhibit A

CITY ATTORNEY REVIEW:

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

SUBMITTED BY:



2/28/2014

Vincent Harris, Baseline Corporation

REVIEWED BY:



Jack D. Lewis, City Manager

LICENSE

THIS LICENSE, is made and entered into this ___ day of _____, 2014, by and between the CITY OF BLACK HAWK, Colorado whose address is 211 Church Street, Black Hawk, CO 80422 (the "City") and EDWARD E. SMITH, SHIRLEY J. SMITH, and SHERELL J. KELLY, whose address is P.O. Box 513 Black Hawk, CO 80422 owners of the real property located at 125 Gregory 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 placement of blade signs and awning signs, described herein, is subject to all easements 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, and a deductible of not less than one hundred thousand dollars (\$100,000.00). 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 the placement blade signs and awning signs during the term of this license or any renewal thereof.

5. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall initially install the sign on the Property Licensed in the manner specified by the Public Works Director. 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 Public Works Director 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.

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 give any approval, 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: Edward E. Smith, Shirley J. Smith, and Sherell J. Kelly
 P.O. Box 513
 Black Hawk, CO 80422

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 signs on the Property Licensed.

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:

Edward E. Smith, Shirley J. Smith,
and Sherell J. Kelly

By: _____
Edward E. Smith

By: _____
Shirley J. Smith

By: _____
Sherell J. Kelly

STATE OF _____)
)ss.
COUNTY OF _____)

The forgoing instrument was subscribed, sworn to, and acknowledged before me
this _____ day of _____, 2014, by _____ as the
_____ of Edward E. Smith, Shirley J. Smith, and Sherell J. Kelly.

My commission expires: _____

(SEAL)

Notary Public

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Jeanie Magno, City Clerk

APPROVED AS TO FORM:

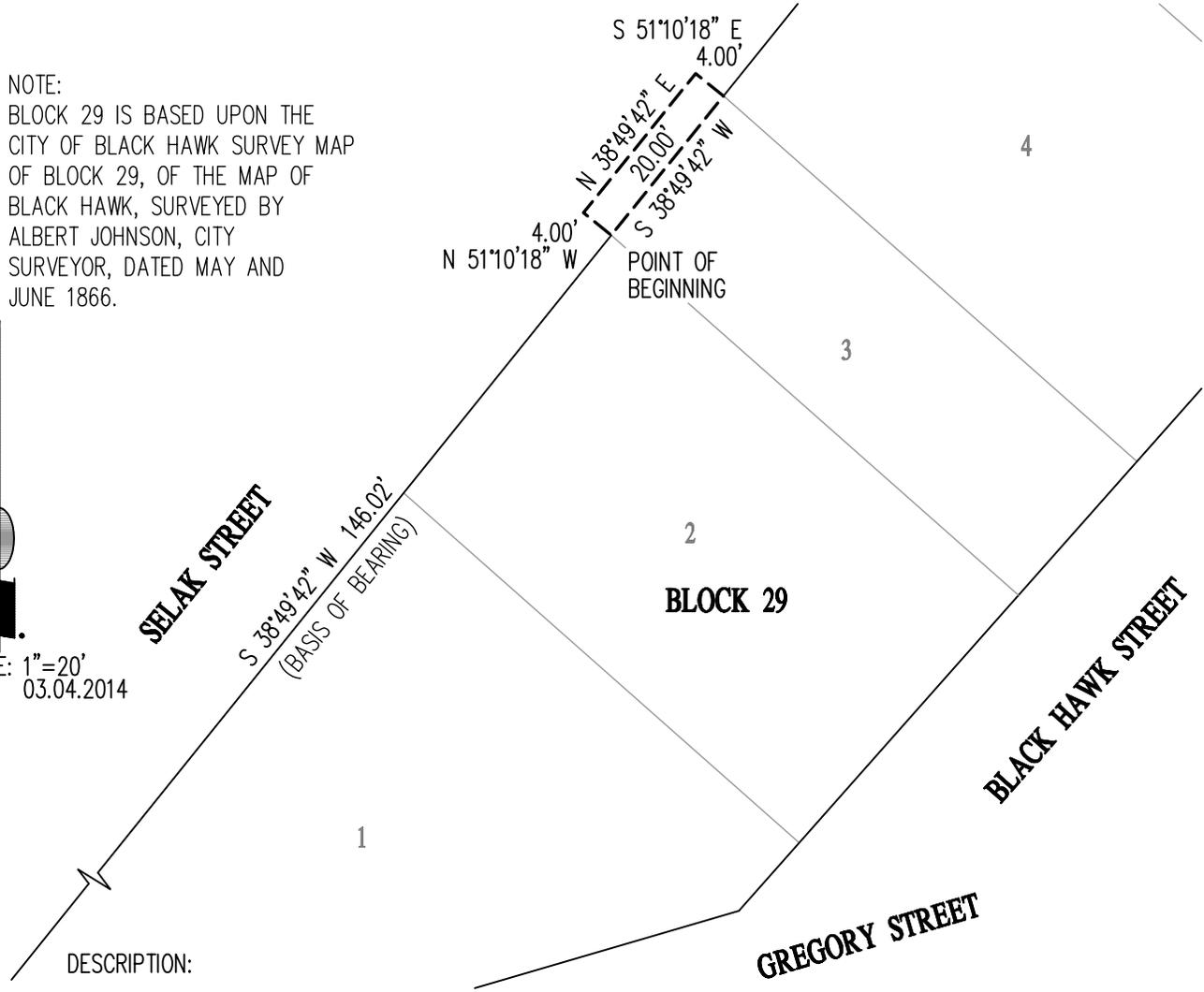
Corey Y. Hoffmann, City Attorney

EXHIBIT A.1

A SIGN EASEMENT, LOCATED WITHIN SELAK STREET RIGHT-OF-WAY CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

NOTE:
BLOCK 29 IS BASED UPON THE
CITY OF BLACK HAWK SURVEY MAP
OF BLOCK 29, OF THE MAP OF
BLACK HAWK, SURVEYED BY
ALBERT JOHNSON, CITY
SURVEYOR, DATED MAY AND
JUNE 1866.

SCALE: 1"=20'
DATE: 03.04.2014

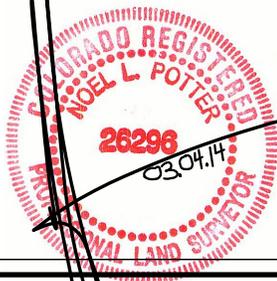


DESCRIPTION:

A SIGN EASEMENT, LOCATED WITHIN THE SELAK STREET RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF LOT 3, BLOCK 29, WHENCE THE WESTERLY CORNER OF SAID BLOCK BEARS S 38°49'42" W, 146.02 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N 51°10'18" W, 4.00 FEET; THENCE N 38°49'42" E, 20.00 FEET; THENCE S 51°10'18" E, 4.00 FEET TO A POINT ALONG THE NORTH LINE OF SAID BLOCK; THENCE ALONG SAID NORTH LINE S 38°49'42" W, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 80 SQUARE FEET MORE OR LESS.

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



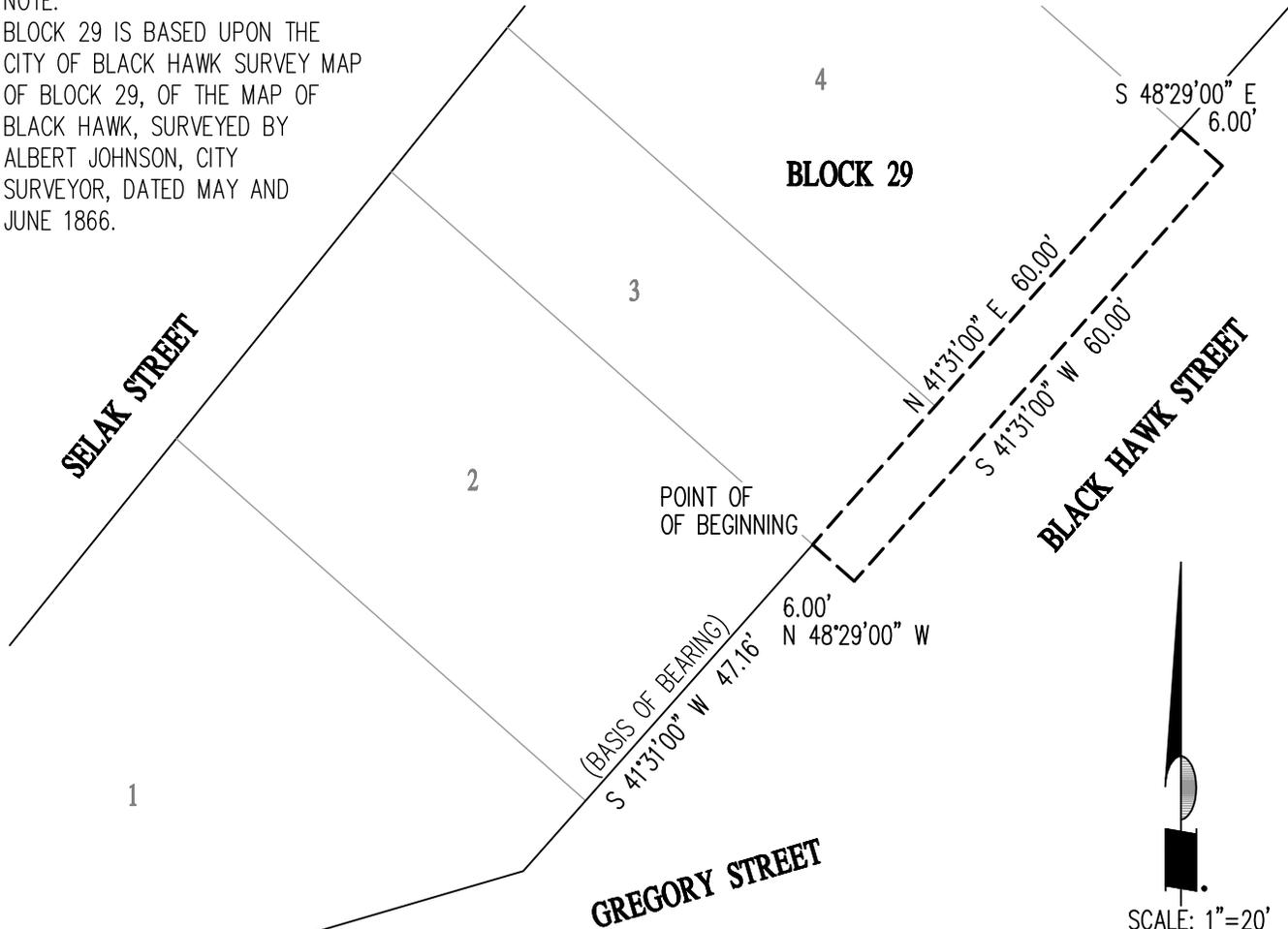
C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

EXHIBIT A.2

A SIGN EASEMENT, LOCATED WITHIN BLACK HAWK STREET RIGHT-OF-WAY CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

NOTE:
BLOCK 29 IS BASED UPON THE
CITY OF BLACK HAWK SURVEY MAP
OF BLOCK 29, OF THE MAP OF
BLACK HAWK, SURVEYED BY
ALBERT JOHNSON, CITY
SURVEYOR, DATED MAY AND
JUNE 1866.

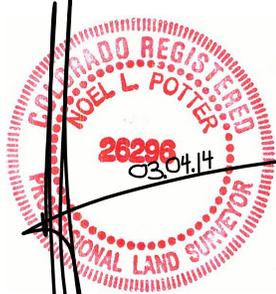


SCALE: 1"=20'
DATE: 03.04.2014

DESCRIPTION:

A SIGN EASEMENT, LOCATED WITHIN THE BLACK HAWK STREET RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 29, WHENCE AN ANGLE POINT IN THE SOUTHERLY LINE OF LOT 1, BLOCK 29 BEARS, S 41°31'00" W, 47.16 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE SOUTHERLY LINE OF SAID BLOCK N 41°31'00" E, 60.00 FEET; THENCE S 48°29'00" E, 6.00 FEET; THENCE S 41°31'00" W, 60.00 FEET; THENCE N 48°29'00" W, 6.00 FEET TO THE POINT OF BEGINNING, CONTAINING 360 SQUARE FEET MORE OR LESS.



C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

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

PROJECT NO.: CCS-BLH\90BLH29\SIGN EASEMENTS_SASQUATCH CASINO

**RESOLUTION 16-2014, A
RESOLUTION APPROVING
THE LICENSE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND JZ GAMING,
LLC, D/B/A Z CASIN**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 16-2014

**TITLE: A RESOLUTION APPROVING THE LICENSE AGREEMENT
BETWEEN THE CITY OF BLACK HAWK AND JZ GAMING, LLC,
D/B/A Z CASINO**

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

Section 1. The License Agreement between the City of Black Hawk and JZ Gaming,
LLC, d/b/a Z Casino, 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 _____ day of _____, 2014.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

March 12, 2014

SUBJECT: License Agreement for wall signs at Z Casino in City right-of-way

This action item is for approval of a License Agreement to allow the recently approved Z Casino Comprehensive Sign Plan signs to extend into Gregory Street and Black Hawk Street right-of-way.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On January 6, 2014, the City of Black Hawk received an application for a Certificate of Appropriateness that established a Comprehensive Sign Plan (CSP) for the Z Casino located at 101 Gregory Street in Black Hawk. Council approved a Certificate of Appropriateness for the Comprehensive Sign Plan at its February 12, 2014 meeting with a condition that a license agreement be completed to accommodate signs projecting into the right-of-way. The signs included in this license agreement will be located at a height sufficient to allow pedestrians and motorists to pass safely below. This agreement includes accommodation for the proposed signs as well as the existing sign.

Staff from Baseline Corporation has worked with the owners of Z Casino as well as the City Attorney and has completed the attached license agreement. The City Surveyor has also reviewed and approved the legal description for the licensed property/right-of-way. The City of Black Hawk Municipal Code allows for license agreements and similar approvals for encroachments of private improvements in the airspace over a right-of-way. The agreement is ready for review and approval by the City Council.

RECOMMENDATION:

Staff from Baseline Corporation recommends the City Council **APPROVE** the License Agreement as submitted.

RESOLUTION DATE:

March 12, 2014

ORIGINATED BY:

John Zimpel, Z Casino

STAFF PERSON RESPONSIBLE:

Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:

License Agreement with Exhibit A

CITY ATTORNEY REVIEW:

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

SUBMITTED BY:



2/28/2014

Vincent Harris, Baseline Corporation

REVIEWED BY:



Jack D. Lewis, City Manager

LICENSE

THIS LICENSE, is made and entered into this ___ day of _____, 2014, by and between the CITY OF BLACK HAWK, Colorado whose address is 211 Church Street, Black Hawk, CO 80422 (the "City") and JZ Gaming, LLC (d.b.a. Z Casino), whose address is 101 Gregory 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 placement of Electronic Message Center signs, described herein, is subject to all easements 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, including the traffic signal, 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, and a deductible of not less than one hundred thousand dollars (\$100,000.00). 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 the placement Electronic Message Center signs during the term of this license or any renewal thereof.

5. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall initially install the sign on the Property Licensed in the manner specified by the Public Works Director. 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 Public Works Director 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.

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 give any approval, 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: JZ Gaming, LLC d.b.a. Z Casino
 P.O. Box 49
 Black Hawk, CO 80422

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 signs on the Property Licensed.

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:

JZ Gaming, LLC
d.b.a. Z Casino

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The forgoing instrument was subscribed, sworn to, and acknowledged before me
this _____ day of _____, 2014, by _____ as the
_____ of JZ Gaming, LLC.

My commission expires: _____

(SEAL)

Notary Public

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Jeanie Magno, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

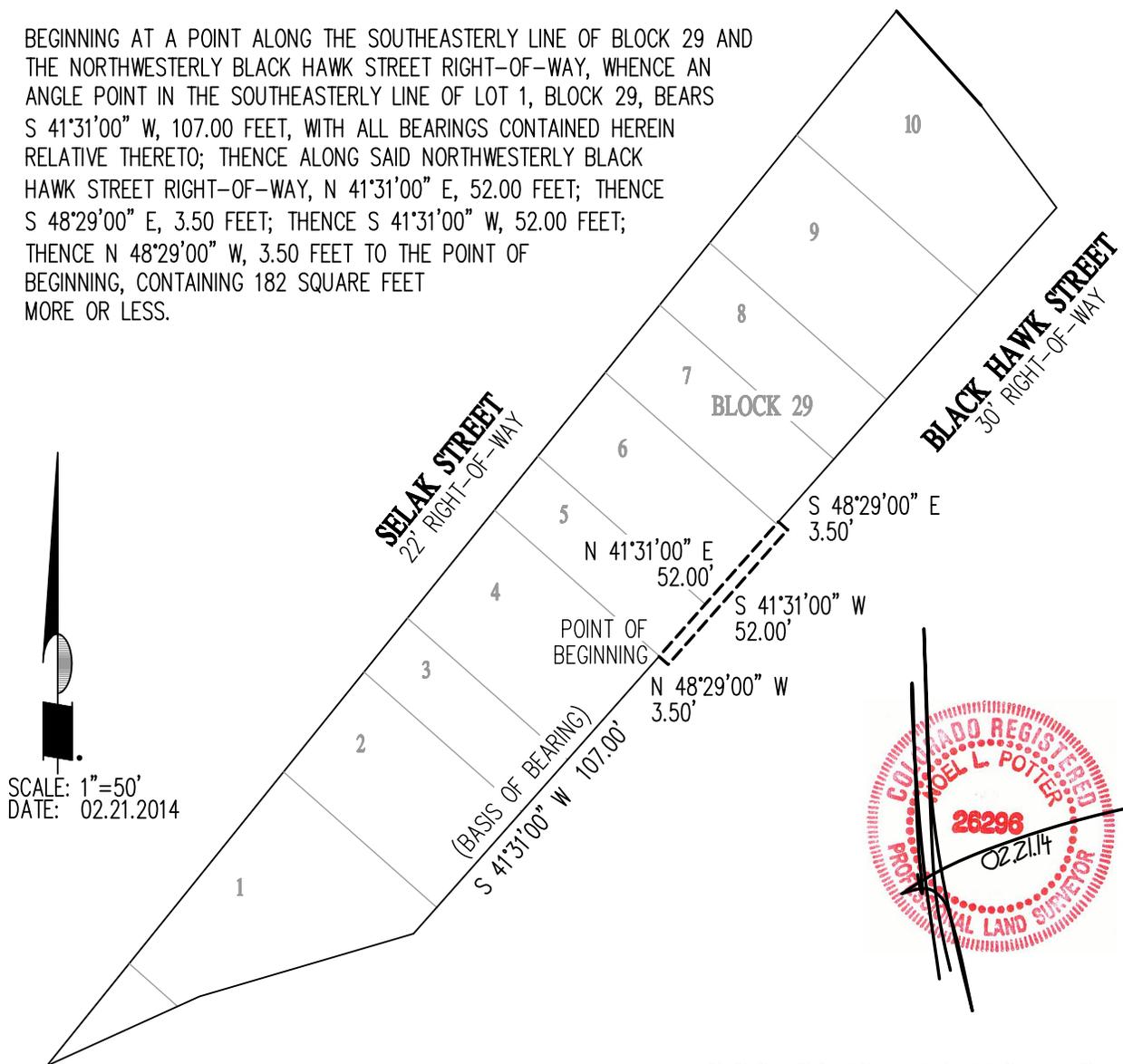
EXHIBIT A

A SIGN EASEMENT, LOCATED WITHIN BLACK HAWK STREET RIGHT-OF-WAY CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A SIGN EASEMENT, LOCATED WITHIN THE BLACK HAWK STREET RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE SOUTHEASTERLY LINE OF BLOCK 29 AND THE NORTHWESTERLY BLACK HAWK STREET RIGHT-OF-WAY, WHENCE AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 29, BEARS S 41°31'00" W, 107.00 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID NORTHWESTERLY BLACK HAWK STREET RIGHT-OF-WAY, N 41°31'00" E, 52.00 FEET; THENCE S 48°29'00" E, 3.50 FEET; THENCE S 41°31'00" W, 52.00 FEET; THENCE N 48°29'00" W, 3.50 FEET TO THE POINT OF BEGINNING, CONTAINING 182 SQUARE FEET MORE OR LESS.



SCALE: 1"=50'
DATE: 02.21.2014



PROJECT NO.: CCS-BLH\90BLH29\Z_CASINO_SIGN_EASEMENT

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

C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

**RESOLUTION 17-2014, A
RESOLUTION ADOPTING
THE REVISED
COMMUNITY
RESTORATION AND
PRESERVATION GUIDE
TO PROGRAMS, DATED
MARCH, 2014**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 17-2014

TITLE: A RESOLUTION ADOPTING THE REVISED COMMUNITY RESTORATION AND PRESERVATION GUIDE TO PROGRAMS, DATED MARCH, 2014

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

Section 1. The City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised dated March, 2014, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March, 2014 City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised, shall apply to projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this _____ day of _____, 2014.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk



**CITY OF BLACK HAWK
HISTORIC RESTORATION AND COMMUNITY
PRESERVATION FUND GUIDE TO PROGRAMS**

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Exhibit B	Preservation Easement Agreement
Exhibit C	Rehabilitation Grant Agreement
Exhibit D	Material Allowance List
Exhibit E	Program Application
Exhibit F	Home Program Outline
Exhibit G	Referenced City of Black Hawk Resolutions
Exhibit H	Funding Matrix

PLEASE TAKE NOTE

THE GRANTS AWARDED UNDER THE GRANT PROGRAM SHALL BE CONSIDERED INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS. MOREOVER, PARTICIPATION IN THE HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND PROGRAM MAY ALSO SUBJECT YOU TO INCOME TAX LIABILITY.

ANY GRANT THAT IS APPROVED BY THE CITY WILL BE REPORTED TO STATE AND FEDERAL TAXING AUTHORITIES IN THE MANNER PROVIDED BY APPLICABLE LAW. AS THE RECIPIENT OF A GRANT, YOU MAY BE REQUIRED TO PAY INCOME OR OTHER TAXES TO STATE AND FEDERAL AUTHORITIES AS A RESULT OF RECEIVING A GRANT UNDER THIS PROGRAM. AS PART OF THIS PROGRAM AND TO THE EXTENT PERMITTED BY LAW, THE CITY WILL REIMBURSE GRANT RECIPIENTS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE DISBURSEMENT OF GRANT FUNDS. REGARDLESS OF THE CITY’S AGREEMENT TO REIMBURSE GRANT RECIPIENTS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES SHALL REMAIN THE RESPONSIBILITY OF THE GRANT RECIPIENT. PLEASE CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT

YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE GRANTS DESCRIBED IN THIS PROGRAM.

MOREOVER, IF YOU ELECT TO APPLY TO PARTICIPATE IN THE HISTORIC PRESERVATION AND RESTORATION EASEMENT PROGRAM, YOU SHOULD ALSO CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE BENEFITS DESCRIBED IN THE HISTORIC PRESERVATION AND RESTORATION EASEMENT PROGRAM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY CONCERNING ANY TAX LIABILITY OF A RECIPIENT OF GRANT FUNDS OF BENEFITS RECEIVED UNDER THE HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND PROGRAM.

SECTION 1: PROGRAM OVERVIEW

a. BACKGROUND

The Constitution for the State of Colorado provides that a portion of the gaming tax revenues be returned to the City of Black Hawk, specifically for restoration and preservation of the City of Black Hawk. The City of Black Hawk established the Historic Restoration and Community Preservation Fund (Fund) to assist residential property owners within the City. The Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs (the “Program”) is intended to assist property owners in the rehabilitation and preservation of residential properties. This specifically includes the ability to keep the houses in the City that are defined as Qualified Properties (per Section 1.c) as functional, sustainable, and habitable. Property Owners, as set forth below, have two options for funding assistance in the rehabilitation and preservation of properties, which may be combined. The Historic Preservation Easement Program is further described and defined in Section 3 of this Guide to Programs document, and the Rehabilitation Grant Program is further described and defined in Section 4 of this Guide to Programs document.

b. PURPOSE

The City has established goals to preserve the City’s architectural character with exterior improvements to buildings, while also assuring that the residences and any Qualified Properties are habitable. In order to attain these goals, the City seeks to preserve as many of the City’s structures as possible in accordance with Colo. Rev. Stat. § 12-47.1-1202. The purpose of the fund, therefore, is to provide financial assistance that will promote the restoration and preservation of Black Hawk’s Qualified Properties and to provide for the continuation and enhancement of a functional, sustainable, healthy and vibrant Black Hawk residential community.

This program is intended to enhance certain select areas of the City by providing Property Owners with the resources needed to rehabilitate and historically preserve Qualified Properties. The use of funds pursuant to the Program is only for the specific property address and work program recommended by the Historic Preservation Commission (HPC) and approved by the City Council, which is consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties, and complies with the City of Black Hawk Residential Design Guidelines.

c. DEFINITIONS

1. Bed and Breakfast: A residential dwelling unit that provides sleeping accommodations for hire, for thirty (30) days or less, on a day-to-day basis, with one (1) or more meals per day included, at which an owner, manager or lessee of the property resides on the premises. Such use shall not include residential dwelling units with two (2) or more rental rooms or facilities which include retail or commercial activities of any kind. Commercial properties without a resident owner are not eligible for this Program.
2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.
4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.
5. Certificate of Appropriateness (COA): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of a historic landmark. A COA, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval must be provided by HPC.
6. City Council: The elected Board of Aldermen, plus the Mayor.
7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City's character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.
8. City Staff: An employee of the City of Black Hawk.
9. General Contractor: The contracting company selected to oversee and manage the construction work.
10. Construction Hard Costs: Costs related to labor, materials, and overhead.
11. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly related to the physical installation of the scope of work.
12. Contributing Structure: Any building, structure, or object included on the property which adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.
13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by HPC.
14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.
15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.
16. Guide to Programs: This policy and procedures document, related to the Historic Restoration and Community Preservation Fund.

17. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.
18. Historic Preservation Easement: A permanent easement recorded at the conclusion of the program from the Property Owner to the City of Black Hawk which relates to the historic improvements on the property and requires these be retained and maintained for the life of the structure.
19. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.
20. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.
21. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.
22. National Historic Landmark Period of Significance: 1859 to 1918.
23. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the significance and/or physical integrity necessary to be listed as contributing.
24. Outbuildings: Accessory structures to the original building which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City.
25. Owners Representative: An entity designated by the Owner (City of Black Hawk and/or Property Owner) to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.
26. City of Black Hawk Historic Preservation Easement Program (Preservation Easement): A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Work is completed via construction easements granted by the Property Owner. See Section 3 for additional information.
27. Program: The Black Hawk Historic Restoration and Community Preservation Fund.
28. Property Owner (Owner): Property owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized "Affidavit of Permission" or "Power-of-Attorney" from the Property Owner.

29. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
30. Qualified Properties: Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.
31. Rehabilitation Grant Program (Rehab Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor. See Section 4 for additional information.
32. Roadway Easement: An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property. Also applicable when portions of the existing structure are located within the public right of way.
33. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
34. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
35. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the scope of work. The easement is only valid for the duration of the construction period.
36. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.
37. City Trade Contract Agreement: An agreement signed by the City of Black Hawk and the successful General Contractor detailing the contract terms for any construction work as part of the Preservation Easement Program.
38. Property Owner Trade Contract Agreement: An agreement signed by the Property Owner and the successful General Contractor detailing the contract terms and alternates for any construction work as part of the Rehabilitation Grant Program.

d. PROGRAM GOALS

The goal of the Historic Restoration and Community Preservation Fund Program is to promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures must be maintained and preserved with materials that comply with the City of Black Hawk

Property Owner Initials _____ Date_____

Residential Design Guidelines, and by methods consistent with those that will allow the structure to remain as a contributing structure in the historic district. Historically significant exterior and interior finishes are expected to remain on each property. Evaluation, approval and rehabilitation of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Guide to Programs.

For further guidance regarding the long-term preservation, maintenance, and proposed improvements on a property, please consult with professional staff in the Community Planning and Development Department. Additional information concerning structural and architectural improvements can be found in the City of Black Hawk Residential Design Guidelines, which is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, also available from the Community Planning and Development Department.

e. GENERAL PROGRAM INFORMATION

The following considerations apply to all activities proposed and/or covered by the Program:

1. Projects will only be selected and authorized upon completion of an application in accordance with the requirements described in this Guide to Programs.
2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.
3. The City Council shall have the authority in its sole discretion to deny any application submitted for a grant or easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.
4. Failure to sign and enter into the necessary legal agreements will disqualify Applicants from participation in the program. Agreements must be signed within 30 days of the Orientation Meeting (see Appendix 1).
5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Guide to Programs on a prior project, to properly use a grant for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.
6. The award of any grant to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of grant funds, which are

allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk. Once a grant has been awarded for a Full Site and Building Component, as further defined in Section 2 of this document, the interior is no longer eligible to receive additional grants under this particular component/Category of Assistance.

7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, the Property Owner's name and address will be placed (first-come, first served basis) on the list of potential recipients for such grant category. If such property is subsequently sold to a new owner, the new owner's name shall remain in the same priority if the new owner makes a request in writing within 45 days of the date of notification as set forth herein. The Community Planning and Development Department shall notify the new owner of the property of the opportunity to have the property stay on the list of upcoming grant or easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request. If the new Property Owner does not notify the City of Black Hawk in writing within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect.

If a Property Owner owns multiple Qualified Properties, an application may be made for each individual property. Properties will be placed on the list of potential recipients in the order in which the applications are received. The order of properties to receive grant funds, if owned by the same Property Owner and in sequential order on the grant approval list, may be modified from the order of application. Non-sequential properties owned by the same Property Owner may not be modified from the order of application.

8. Applications can only be made by the Property Owner, as defined in this Section.
9. This program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, no Category of Assistance included in this program is to be utilized as a substitute for a Property Owner's property insurance policy.
10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be bound by the terms and conditions contained in the Historic Restoration and Community Preservation Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners

Representative services, and any other costs actually incurred.

f. GENERAL EVALUATION CRITERIA

1. The City's decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Guide to Programs for any proposed project and the support that the project provides to the advancement of the City's restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:
 - A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.
 - B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.
 - C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.
 - D. Undertake critically needed improvements, restoration, and preservation of properties.

2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:
 - A. The significance of the property involved.
 - B. The physical condition of the property.
 - C. The quality of maintenance and repairs made to the property.
 - D. The quality of the proposal and the completeness of the application.
 - E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.

SECTION 2: CATEGORIES OF ASSISTANCE

a. CATEGORIES OF ASSISTANCE

The Historic Restoration and Community Preservation Fund Grant Program includes five (5) components of assistance, which may be combined into any one grant application and/or award.

1. Full Site and Building Component
2. Site Work Component
3. Exterior Maintenance Component
4. Emergency Component
5. Radon Mitigation Component

All work conducted through the grant program shall be completed in accordance with the standards and specifications listed in the appropriate component/section in the Appendix of the Guide to Programs.

b. DESCRIPTION OF COMPONENTS

1. Full Site and Building Component

The Full Site and Building Component is available to provide exterior and interior rehabilitation, stabilization and repair of Qualified Properties and may include multiple Categories of Assistance. Funding for a Full Site and Building Category of Assistance may be achieved through a Preservation Easement and Rehabilitation Grant, or entirely through a Rehabilitation Grant. Once funding has been awarded for a Full Site and Building Component, the interior is no longer eligible to receive additional funding under this component. Tree removal may be included as a part of the Full Site and Building Component if such removal is determined to be necessary by the City Council, after a recommendation by HPC. Any such approved tree removal shall be included in the scope of work. Please consult with City staff and the Owners Representative to fully understand how a specific request for this component will be processed.

2. Site Work Component

The Site Work Component is available for site stabilization and structural support, site drainage, and site remediation of Qualified Properties. Projects may include rock wall construction or other types of retaining structures to stabilize or support a site, or site drainage projects to allow for appropriate drainage to or from a site. It is the intent of the program to repair native rock walls as much as possible, rather than replace, per the City of Black Hawk Residential Design Guidelines. Tree removal may be included as part of the Site Work Component if such removal is determined to be necessary by the City Council, after a recommendation by HPC.

Also included are site remediation projects to remove contaminated mine tailings, which have been identified as presenting a danger to public health and safety.

Additionally, the Site Work Component may include the addition of a fence to secure the perimeter of a particular property, and will typically include one gate in order to provide access to the property. If an additional gate and/or gates are required in order to provide for a functional perimeter fence system, the cost for these additional gate(s) may be covered by the Historic Restoration and Community Preservation Fund if deemed appropriate and approved by the City Council.

Site Work Component funding may be available to previous Program Grant recipients experiencing drainage related problems not previously addressed by a civil engineer in the previous rehabilitation process. Applications will be reviewed by the City Council on a case-by-case basis.

At least three (3) detailed bids will be required to be requested from qualified and financially sound General Contractors. General Contractors must be on the City Pre-Qualified Contractors list, or meet all pre-qualification requirements prior to execution of a contract. The City and/or the Owners Representative appointed by the City, may assist the Property Owner with the procurement of three (3) detailed bids, in order to ensure that all bidders are qualified, financially sound and provide pricing for the same scope of work to be performed.

A Site Work Component grant may only be considered on a case-by-case basis by the City Council after a recommendation by HPC. In the event a Full Site and Building grant is awarded within three (3) years of the City Council awarding a Site Work grant, the Property Owner agrees to reimburse the City in full the total amount awarded on the Site Work Grant for construction hard costs only, prior to the award of the Full Site and Building grant.

The award of a Site Work Component grant may be contingent on the recommendation of a City-selected design professional for those scopes of work which would require engineering or design drawings and permits, such as retaining walls and rock wall improvements.

Please consult with City staff and the Owners Representative to fully understand how a specific request for this component will be processed.

3. Exterior Maintenance Component

The Exterior Maintenance Component is provided for Qualified Properties to allow painting and minor exterior repairs of siding, woodwork, gutter work, stairs, railings, porches, decks and trim boards due to exposure to the weather and elements. Portions of the building which are not considered part of the Qualified Property are not intended to be addressed with grant funds. City staff will determine what scopes of work are to be included within the approved application request, and may retain a design professional as needed.

At least three (3) detailed bids will be required to be requested required from qualified and financially sound General Contractors. General Contractors must be on the City Pre-

Qualified Contractors list, or meet all pre-qualification requirements prior to execution of a contract. The City and/or the Owners Representative appointed by the City may assist the Property Owner with the procurement of three (3) detailed bids, in order to ensure that all bidders are qualified, financially sound and provide pricing for the same scope of work to be performed.

An Exterior Maintenance Component Grant may only be considered on a case-by-case basis by the City Council after a recommendation by HPC. Appeals (from the Property Owner) of such decisions/requirements by the City shall be to the City Council for review and determination. Any proposed exterior painting on the home must be done with colors approved in accordance with Section 16-368 of the Municipal Code. Reimbursement may only be requested subject to funding availability, and only if the request complies with the standards for exterior paint.

In the event a Full Site and Building grant is awarded within three (3) years of the City Council awarding an Exterior Maintenance Component grant, the Property Owner agrees to reimburse the City in full the total amount awarded on the Exterior Maintenance Component grant for construction hard costs, prior to the award of the Full Site and Building grant. An Exterior Maintenance Component grant may only be awarded to a Qualified Property once every five (5) years. *Preparation and painting must be in compliance with the standards/specifications included in Appendix 2 of the Guide to Programs.* Please consult with City staff and Owners Representative to fully understand how a specific request for this component will be processed.

4. Emergency Component

The Emergency Component was created to provide relief for owners of a Qualified Property that experience an emergency defined as unexpected life safety or habitability issues that warrant the need for immediate attention for repair or replacement, and may also cause damage to other portions of the residence.

This component is not to be utilized as a substitute for routine maintenance tasks, or for issues that do not threaten the historic structure on the property. Replacement of forced air furnaces, water heaters and/or boilers may be considered if they are determined to be at least 10 years old. Please note that the intent of this component is only to completely replace items such as forced air furnaces, water heaters and/or boilers if it is determined by a qualified professional approved by City staff that a complete replacement will be more cost effective than replacement of individual system components, which is considered a routine maintenance task to be completed and paid for by the Property Owner. A determination by a qualified professional approved by City staff that the life safety or habitability issue referenced in the grant application is a result of a property owner's lack of routine maintenance and/or neglect of a specific building system component will be grounds to deny any requested Emergency Component grant. Items included in this component may include (but are not limited to): replacement of water heaters, boilers and furnaces, gas line and/or water pipe repair/replacement within the home, site utility repair/replacement, roof leak repair, and tree removal.

In addition, this component is not intended as a substitute for the Property Owner's homeowner insurance, and the City will request documentation indicating that an insurance claim was filed and subsequently denied prior to awarding a grant under this component. Back-up information and records will be requested before presenting a proposed Emergency Component grant to the City Council.

An Emergency Component grant will only be considered when the problem is truly an emergency as determined by the City Council upon review of the required documentation. A sum of funds approved by the City Council may be awarded as a reimbursement for items that have already been replaced or repaired, at the sole discretion of the City Council. Itemized receipts will be required with each invoice submitted. An Emergency Component grant will not be awarded for any item that has previously been the subject of an Emergency Component grant approval.

The Property Owner is responsible for providing the information as described above and the City shall be notified in writing of the emergency within 14 calendar days (upon discovery) of the date of the emergency. The grant application shall be submitted within 45 calendar days of the date of discovery of the emergency. The Property Owner is then required to sign a Rehabilitation Grant Agreement upon scope approval by the City Council.

The Property Owner is responsible to ensure that an application for any required permit(s) are submitted for all work associated with the project, and that no work or construction on the property takes place until there are approved permit(s) for the work issued by the City. The only exception to this is when repairs must be made immediately to address life safety. In this case, permits must be applied for within three (3) business days after commencement of such repairs.

An Emergency Component grant may only be considered on a case-by-case basis by the City Council of the City of Black Hawk.

If the application for an emergency grant is not received by Community Planning and Development from the Property Owner within the time specified herein, the application shall be denied.

Please consult with City staff and the Owners Representative in order to fully understand how a specific request for this component will be processed.

5. Radon Mitigation Component

The goal of the Radon Mitigation Component is to assist Property Owners with radon mitigation in their homes in order to promote the safety, health and wellbeing of all its residents as well as improve the livability of the historic homes within the City limits. If a Property Owner tests for radon and discovers that the levels in their home exceed the recommended 4 pCi/L level, the program will reimburse the Property Owner up to, but not exceeding, \$500 of the expenses associated with the installation of a radon mitigation system.

Please consult with City staff and the Owners Representative in order to fully understand how a specific request for this component will be processed.

Property Owner Initials _____ Date_____

SECTION 3: HISTORIC PRESERVATION EASEMENT PROGRAM

a. GUIDELINES FOR THE CITY OF BLACK HAWK HISTORIC PRESERVATION EASEMENT PROGRAM

If a Property Owner chooses to participate in the City of Black Hawk Historic Preservation Easement Program (“Preservation Easement”), the following provisions and criteria shall apply:¹

1. The work must be consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of Appropriateness is always required with all projects. The Property Owner shall work with the Architect and his/her design team, City staff, Owners Representative and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials, and character defining features (exterior only) are to remain, or be addressed appropriately in accordance with the standards and guidelines.
2. A Qualified Property cannot receive more than one (1) grant in each category, or in this case, approval of an application within the Preservation Easement Program within any one-year period.
3. A Qualified Property must be located within a national historic landmark district, or within an area listed on the national register of historic places.
4. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.
5. Applications shall not be accepted from a private individual that does not own the residential property that is to be restored or preserved. Applications shall only be accepted from a defined Property Owner.
6. Funding shall only be made to a defined Property Owner.
7. A Preservation Easement Program application shall not be made for more than one (1) year at a time.
8. A member of the City Council of the City of Black Hawk and members of HPC shall disclose any personal interest in the program before voting on the application.
9. For any Project that expends funds in excess of fifty thousand dollars (\$50,000.00), the Property Owner shall not sell the property within five (5) years of the date the Project’s

¹ An Applicant should be aware that the provisions of the Historic Preservation Easement Program, while in many respects is similar to the Rehabilitation Grant Program, does differ in many significant respects because of the fact any project under the Historic Preservation Easement Program will be a City of Black Hawk project. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.

Property Owner Initials _____ Date _____

Date of Substantial Completion. If the Property Owner sells property within five (5) years of the date the Project's Date of Substantial Completion, the Property Owner agrees to pay the City the "increased value" of the property on a pro-rated basis as follows:

- A. The amount to be paid shall equal the amount of the "increased value" of the property less an amount equal to one-fifth (1/5) of the amount of the "increased value" of the property for each full year occurring between the date the Project is substantially complete and the date of the sale or transfer of the property.
- B. The "increased value" of the property shall be determined in the following manner:
 - i. At the beginning of the Project, before any work has begun, the home's "pre-Project value" shall be determined by a certified appraiser chosen by the City.
 - ii. The "increased value" shall be calculated by subtracting the "pre-Project value" from the price paid by the purchaser of the property subsequent to completion of the Project.

10. Property Owner shall grant to the City a Historic Preservation Easement, and agree to encumber the property with the Easement, and the Property Owner shall further grant to the City the associated Temporary Construction Easements on the property that is the subject of the Project. Please note the Historic Preservation Easement is transferrable to any new Property Owner in perpetuity.

11. The City of Black Hawk provides for reimbursement of a Property Owner's state and federal income tax liability in association with the receipt of a Preservation Easement, per Resolution 10-2010 (see Exhibit G). The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such payment and delivering to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for state and federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes. 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.

12. Awards will be made to owners of property within the City of Black Hawk at the sole discretion of the Board of Aldermen, and subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

b. CITY CONTROLS

1. Property Owners with eligible property must submit a program application to the City

(see Exhibit E).

A. In addition to proving eligibility, the application provides information regarding the location of the property to be restored and the extent of restoration proposed.

B. The application shall state:

APPLICANT UNDERSTANDS AND AGREES THAT PRIOR TO ANY CONSTRUCTION, APPLICANT SHALL GRANT TO THE CITY A TEMPORARY CONSTRUCTION EASEMENT NECESSARY TO COMPLETE THE WORK, AND SHALL EXECUTE A DEED RESTRICTION IN FAVOR OF THE CITY IN THE FORMS ATTACHED HERETO AS EXHIBIT A.

2. Along with the approval of an application by the City, owners must enter into legal agreements with the City which describe the terms for participation in the Preservation Easement Program. Participation in the Preservation Easement Program requires a Preservation Easement Agreement. A copy of this document is included in Exhibit B. The Agreement indicates that:

a. The City and Property Owner will agree to the specific scope of the project as described in the construction drawings and project manual and schedule of the Project, and the City will send the Project out to bid to at least three (3) pre-qualified and financially sound General Contractors.

b. The City selects the General Contractor(s) (which means that the General Contractor for this portion of the project could be different from the Property Owner's Rehabilitation Grant Contractor selected by the Property Owner), uses a City-selected Owners Representative, negotiates the schedule, and pays the approved General Contractor(s) directly from the Program Funds. It is strongly recommended that the Property Owner use the same General Contractor for any Rehabilitation Grant work that is separately contracted.

3. Program Funds will be expended on the Project in exchange for Property Owner's execution of a Historic Preservation Easement in favor of the City. As noted previously, this Easement is transferrable to any new Property Owner in perpetuity.

4. Historic Preservation Easement Program provisions (signed prior to Project, but recorded subsequent to Project completion) are in pertinent part as follows [a complete form of the Easement is attached hereto as Exhibit B]:

A. The exterior shall not be significantly altered either visually or structurally. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.

B. No demolition of existing structure is allowed without consent of the City. However,

dismantling and storage of existing structure for reassembly is allowed.

- C. No additional structural elements or architectural features may be added/built without the consent of the City.
- D. The structure must be maintained in a good state of repair and be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- E. The City maintains a right of entry to inspect the property's interior and exterior at any time during construction.
- F. Remedies for Property Owner's breach of the Easement:
 - i. Injunctive Relief
 - ii. Liquidated Damages
 - iii. City right of entry to make repairs at Property Owner's expense (lien)

Property Owners are encouraged to obtain independent tax advice regarding the income tax implications of the Historic Preservation Easement Program. The City shall not be responsible for the payment of any tax liability associated with the participation in the Historic Preservation Easement Program.

- 5. If a mortgage or line of credit is recorded on the property, the mortgage holder must complete a Subordination of Rights [a complete form of the Easement is attached hereto as Exhibit B] prior to any work being performed at the property. If the mortgage holder refuses to execute such document, the application for the Preservation Easement Program will be denied. Please note, a Rehabilitation Grant may still be executed for the scope of work (see Section 4).

SECTION 4: REHABILITATION GRANT PROGRAM

a. ELIGIBILITY

In order to be a Qualified Property that is eligible for a grant under the Historic Restoration and Community Preservation Fund Grant Program (“Rehabilitation Grant”), the following requirements must be adhered to:²

1. The work must be part of a Qualified Property to be eligible. Contributing structures are automatically considered eligible. Any additions to historic buildings must be at least 50 years of age to be eligible.
2. The work must be consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of Appropriateness for any exterior work is always required with all projects. The Property Owner shall work with the Architect and his/her design team, City staff and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials and character defining features (interior and exterior) are to remain or are addressed appropriately in accordance with the standards and guidelines. It is strongly recommended the Property Owner retain an Owners Representative to represent their interests in the administration of this Rehabilitation Grant program.
3. A Property Owner cannot receive more than one (1) grant from each of the categories of assistance offered under the Program for the restoration or preservation for the same Qualified Property within any one-year period.
3. A Qualified Property must be located within a national historic landmark district or within an area listed on the national register of historic places.
4. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.
5. Funding shall only be made to a defined Property Owner.
6. A Rehabilitation Grant shall not be made for more than one (1) year at a time.
7. A member of the City Council of the City of Black Hawk and members of HPC shall disclose any personal interest in the program before voting on the application.
8. If the grant award is in excess of fifty thousand dollars (\$50,000.00) for any single Qualified Property and the Qualified Property is sold or transferred within five (5) years

² An Applicant should be aware that the provisions of the Rehabilitation Grant Program, while in many respects is similar to the Historic Preservation Easement Program, does differ in many significant respects because of the fact any project under the Rehabilitation Grant Program will be a private project by the Property Owner reimbursed by the City. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.

of the date the grant was awarded, the grant shall be repaid in an amount equal to the original award less one-sixtieth (1/60) of the amount of the grant for each full month occurring between the date the grant was awarded and the date of sale or transfer of the Qualified Property.

9. Commercially zoned Qualified Properties that are being maintained for a residential use may apply for a grant provided the Property Owner signs an additional agreement. This separate agreement requires the Property Owner to pay back, without interest, the grant amount used for the structure if and when the property is converted from residential to an income-producing commercial use. For the purposes of this program, an owner of a bed and breakfast use or a non-profit organization may qualify for a grant as long as the primary use of the property is residential.
10. Property Owners are specifically responsible for using the funds from the Grant to pay the General Contractor for all work done in accordance with the agreement the Property Owner must have with the General Contractor. Lack of payment from a Property Owner to the General Contractor, for work covered under the approved grant, will be grounds to withhold disbursement of any funds to the Property Owner for any additional work on the property or even other properties the owner may own until such time as evidence of payment to the General Contractor is provided. Also see Appendix 1 of this document regarding payments to the Property Owner and subsequent payment to the General Contractor.
11. At least three (3) detailed bids will be required to be requested from pre-qualified General Contractors. Bids must be obtained for all proposed construction work and submitted for review by the City prior to beginning any construction work unless otherwise authorized in writing by the City. The City and the Property Owner must both be in agreement with the selection of the General Contractor. The City strongly recommends that if the Property Owner is also a recipient of funds from the Historic Preservation Easement Program, that the same General Contractor be selected for the Rehabilitation Grant work as well.
12. The City of Black Hawk provides for reimbursement of a Property Owner's state and federal income tax liability in association with the receipt of a Rehabilitation Grant, per Resolution 10-2010 (see Exhibit G). The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such payment and delivering to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the grant funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for state and federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes. 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.

13. Awards will be made to owners of property within the City of Black Hawk at the sole discretion of the Board of Aldermen, and subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

b. WORK ELIGIBLE TO BE COVERED BY THE REHABILITATION GRANT PROGRAM

Costs covered by the grant program include the stabilization, weatherization and exterior and interior rehabilitation of Qualified Properties to the extent provided by this program. Architectural fees, Owners Representative fees, construction costs, and related expenses are also eligible. City building permit fees are waived for residential projects only per City of Black Hawk Municipal Code Chapter 18, Section 18-5.

Refer to Section 4.e of this Guide to Programs pertaining to General Conditions of Assistance for requirements regarding allowed materials to be used in this Grant Program. A Material Allowance List (see Exhibit D) is used to determine a not to exceed cost for finish materials.

c. WORK NOT ELIGIBLE TO BE COVERED BY THE REHABILITATION GRANT PROGRAM

1. Funds cannot be used to acquire properties or for the moving of structures. A structure that is to be moved can only become eligible for grant funding if the structure is a Qualified Property, and it is relocated within the City to a location that is eligible under the Program and placed on a permanent foundation with tap and sewer fees paid.
2. New buildings, new additions and rehabilitation of previous ineligible additions are not considered eligible if they are less than 50 years old.
3. Extensive landscaping work is not eligible, other than restoration, repair, or installation of structural features such as retaining walls and walkways or sidewalks.
4. Appliances such as, but not limited to, stoves, ovens, microwaves, dishwashers, refrigerators, washers, and dryers are not eligible items.
5. Hot tubs are not eligible.
6. Secondary (backup) heating sources are not eligible. Original fireplace restoration is acceptable. Air conditioning is not eligible.

d. LEGAL REQUIREMENTS

Along with the approval of an application by the City, owners must enter into legal agreements with the City which describe the terms for participation in the Rehabilitation Grant Program. Participation in the Rehabilitation Grant Program requires a Rehabilitation Grant Agreement. A copy of this document is included in Exhibit C. In addition to the basic

Rehabilitation Grant Agreement, a commercial Property Owner will also be required to enter into another agreement regarding the conversion of the property from a residential use to an income-producing commercial use (per Section 4.a.7). Please consult with City staff for additional information regarding commercial conversion agreements.

A Boundary Line Agreement, and possibly a Roadway Easement, will be required. The City shall provide all data required (title commitments, surveys, etc.) to verify location of existing improvements on the property in an effort to ensure that any newly proposed improvements will be on the subject property as well. All applications are processed on case-by-case basis in regards to this issue.

e. GENERAL CONDITIONS OF ASSISTANCE FOR THE REHABILITATION GRANT PROGRAM

1. The City of Black Hawk Residential Design Guidelines shall be consulted and utilized for all Historic Restoration and Community Preservation Fund Program projects.
2. For Rehabilitation Grant applications, the Property Owner shall commence construction within twelve (12) months of the award of any grant funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date (one (1) year after issuance of the building permit), and same date that all available and approved funds should be requested from the City, with appropriate and required receipts and documentation, on or before that day. Unless the City Council approves an extension of the expiration date, any funds remaining at the end of the project shall revert to the Historic Restoration and Community Preservation Fund for use on other projects. In the event the Property Owner fails to obtain a building permit and commence construction of a project within twelve (12) months of the grant award, the grant funds shall revert to the Historic Restoration and Community Preservation Fund for use on other projects and the property/project will move off the list of upcoming projects for the Rehabilitation Grant Program.
3. Grant funds are paid on a “draw” basis. No advancement of payments will be paid to the Property Owner or General Contractor. Payments are made directly to the Property Owner when the City receives a General Contractor’s pay application with detailed and itemized invoices/schedule of values, and a signed request for payment form for the City Council approved work program. Property Owners shall not *disburse cash funds* to any Contractor for any work done. ***All transactions are expected to be promptly completed via the Property Owner by signing over the check*** from the City of Black Hawk to the General Contractor for the project as set forth herein in Appendix 1 regarding FBO (For the Benefit Of) payments. It is recommended the Property Owner obtain a receipt/waiver of lien from the General Contractor stating funds have been received with pay application paid in full. All work is subject to inspection and review by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes prior to submittal of any invoices to the City. The Property Owner is responsible for and must review, approve, and acknowledge seeing each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with

the paperwork for a request for payment. It is strongly recommended that the Property Owner retain an Owners Representative to assist with this process.

4. It is the responsibility of the Property Owner to bring the structure into conformance with City building and fire codes, even if the work exceeds the grant amount for any roof repair, exterior and interior finishing, electrical, plumbing, mechanical, and structural upgrades not included in the project as required by the building code and building official. All construction and work is subject to inspection by the City's Building, Planning, and Public Works Departments for compliance with City standards and processes.
5. The Property Owner, Architect and/or Engineer are to specify on the proposed construction drawings and project manual the specific materials to be used for the project. It is required that the materials to be used and paid for through the grant program are considered the 'off the shelf' products, and are not 'special or custom order' products that will significantly add to the construction costs of the grant project. At the same time, it is also not desired to purchase materials that would be of a cheap or inferior quality, so as to deteriorate soon and provide the need to again be replaced resulting in additional and sooner maintenance costs to the Property Owner. In order to assist in defining the level of each material/finish selection that is in alignment with the grant program requirements, a material allowance sheet is included in Exhibit D. The Architect and/or Engineer, and Owners Representative if retained, will assist the Property Owner in making material selections that are anticipated to fall within these allowances. All interior Rehabilitation Grant projects will be designed within the material allowances. Should the Property Owner decide that an alternate material selection that exceeds the allowance is desired, that material selection shall be carried as an alternate in the proposed construction drawings and project manual so that during the General Contractor bid process, actual costs above the allowance amounts can be determined and the Property Owner can confirm that they wish to proceed with their premium selection. If the Property Owner desires to install upgraded or more expensive materials, they may do so at their own cost if the historic character and integrity of the structure is maintained. Such differences shall also be noted on the approved construction plans and project manual and incorporated into the General Contractor contract documents. Please note that, in order to minimize confusion and misunderstandings, the Property Owner will be required to deposit funds sufficient to cover all premium selections into an Escrow Account at the beginning of the project to ensure those funds are available for payment throughout the project. Please see the Rehabilitation Grant Agreement (Exhibit C) for specifics on this account and how it will be managed.
- A. In general, elegant designs and expensive materials were not consistent with the historical and architectural character in the City. Designs and materials are to reflect the functional rustic western mill town (vernacular) architectural character of historic Black Hawk. Designs and materials should be appropriate and yet allow for comfortable, habitable, sustainable and viable residential homes. Alternate or like materials may be considered as part of a project, and must be specifically requested for approval by the City through the appropriate process (included on the construction drawings and project manual), and in advance of any purchase and installation by the

Contractor. Sustainable alternate solutions, such as energy efficient windows and insulating materials, may be allowed if approved by the City Council as part of the Rehabilitation Grant approval process. Such alternate or like material/solution shall not detract from or change the historic character of the home, and shall not jeopardize the status of the historic classification of the subject home or the historic district itself.

- B. All projects that deal with the exterior of the house/structure must have a Certificate of Appropriateness (COA) recommended by the HPC and approved by the City Council. The COA application must be submitted concurrently; all architectural design and materials are to be evaluated by the HPC and City Council, and the review must include findings that the proposed design is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, as well as the City of Black Hawk Residential Design Guidelines.
6. Grant funds cannot be used to reimburse a Property Owner for previous work or materials for a project accomplished prior to the grant approval except as specifically noted within Category 4 – Emergency Component and Category 5 – Radon Mitigation Component.
 7. The City may recommend funding at a lower level than that requested by the Property Owner. In addition, the City may exercise its discretion while reviewing plans to require alternative materials due to cost, longevity, appropriateness of materials, and quality. Such decisions will be noted on the approved plans, and acknowledged by the Property Owner in advance of any building permits being issued for such work. Appeals (from the Property Owner) of such decisions/requirements by the City shall be to the City Council for review and determination. Again, please keep in mind that the Certificate of Appropriateness must be approved by City Council in advance of any construction, as well as before materials are ordered.
 8. The Property Owner and/or Contractor must contact the City Building, Public Works and Sanitation District departments to make inspections for the rehabilitation project, including water and utility improvements.
 9. Neither a Property Owner nor a close relative of the Property Owner shall be permitted to be the General Contractor, subcontractor or material supplier.
 10. Once a grant has been awarded for a Full Site and Building Component, the interior is no longer eligible to receive additional grants, except as reviewed on a case-by-case basis for any work potentially covered by Category 4 – Emergency Component. However, exterior maintenance/repairs that become necessary due to weather exposure, such as painting and items associated with painting preparation, may receive additional grant approvals for the limited purpose of maintenance, and/or repairs in accordance with Category 3 – Exterior Maintenance Component.
 11. An approved grant shall only be able to be used for the historic portion of the house. The Property Owner must be responsible to pay for any improvements for the non-historic portion of the house through the establishment of an Escrow Account. The Property

Owner shall work with the Owners Representative to create a scope of work, and request at least three (3) bids from the City of Black Hawk pre-qualified General Contractors list. Such selected General Contractor shall submit itemized invoices, and/or itemized receipts through the Property Owner and then to the City for payment of completed work.

12. It is the responsibility of the Property Owner subject to a Rehabilitation Grant being completed to keep the improvements paid for with the City approved grant installed and on the property for a minimum of five (5) years. Changes to the grant-paid improvements shall not be allowed (both internal and external to the building and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Rehabilitation Grant.

13. The General Contractor must be insured and bonded during the entire project.

f. CONDITIONS OF AGREEMENT

The Property Owner shall agree to the following conditions:

1. The property shall be maintained in a manner that assures its preservation. Please consult with City staff for additional information regarding maintenance of building exterior systems (including paint, gutters, etc.).
2. The Property Owner, Owners Representative and the General Contractor shall agree on a scope of work, and schedule of construction for the project. The scope of work and schedule must follow the approved plans and Guide to Programs procedures.
3. Architectural drawings, construction specifications and scope of work shall be reviewed by the Property Owner, Owners Representative, HPC and the City Council to assure that appropriate preservation procedures are followed. In some cases, construction documents prepared by licensed architects or engineers may be required. The Property Owner is responsible to ensure that an application for a building permit is submitted for all work associated with the approved project, and that no work or construction on the property takes place until there is an approved building permit for the work.
4. The City may hold a lien against the property for any improper work or to assure that the project is completed as approved. The lien will be released when the City Council approves the completed project.
5. A Rehabilitation Grant Agreement will be provided that sets forth the terms and conditions of participation in the program (see Exhibit C).

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

a. REVIEW PROCEDURE

Applications and other program criteria are included as part of this Guide to Programs. Additional copies or further information can be obtained by calling Community Planning and Development at (303) 582-0615. Please read the Guide to Programs thoroughly before proceeding. All Applicants are recommended to follow these procedures. For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

1. Orientation Meeting.

The Applicant is required to meet with the City staff and Owners Representative to discuss their proposed project and potential eligibility. City staff and Owners Representative will introduce the general features of the program.

2. Applicant Submits Funding Documents.

The Applicant, with the assistance of City staff and the Owners Representative, prepares the respective agreements for the proposed grant (Exhibit E), as well as updates the original application.

The Property Owner must work with the Architect and his/her design team, Owners Representative, City staff, and other consultants to define the desired scope of work. Such information will be used to evaluate desired improvements and to establish the scope of work allowed to be included in the Grant, and scope of work for which the Property Owner will be responsible to establish an escrow account.

3. Preliminary On-Site Strategy Meeting.

The Architect and his/her design team, Owners Representative, City staff and other consultants will meet with the Property Owner at the site to review the potential project. A preliminary determination of eligibility will be made and a work program will be developed. Preservation issues also will be identified.

4. Staff Reviews the Application.

The Architect and his/her design team, Owners Representative, City staff and other consultants, will evaluate the project based on the submitted criteria and shall create a "Scope of Work" which includes a list of priority improvement recommendations and associated costs. This information will be provided to the Property Owner. During this review, the Architect and his/her design team, Owners Representative, City staff and other consultants will use its best efforts to identify any omissions or discrepancies in the application, as well as communicate this information to the Property Owner as soon as possible.

5. Staff Report.

A staff report is written on the funding request. For exterior project requests, HPC will also review the application and make a recommendation to the City Council for the Scope of Work, as presented.

6. Application Review by HPC and Approval by City Council.

City Council will review the application submitted, and make a determination to approve, approve with conditions, or deny the request/application. Property Owners recommended for funding will be notified by telephone and mail as soon as a final decision is made by the City Council. Those Applicants not selected by the City Council will be notified in writing explaining the reason(s) for rejection, and offer advice for improving the application. Applicants not selected for program participation, at any level, may meet with the Owners Representative and City staff to discuss the factors which resulted in the rejection of the application. Applicants do not have the right to appeal. However, the Owners Representative and City staff may provide assistance in the future to assist with preparing future applications and guidance in respect to alternate methods of funding and rehabilitation.

7. Evaluation and Design Process.

Prior to beginning any work on the project, the property must be surveyed to establish the location of appropriate and specific property lines. Additionally, an appraisal if required will be ordered by the City of Black Hawk. The Architect and his/her design team, Owners Representative, City staff and other consultants, must also be provided access to the property and all structures to complete an analysis and investigation of the existing conditions of the home or appropriate structure. Removal of portions of carpet, flooring, drywall and ceiling may be necessary to best analyze the hidden and unknown conditions. Authorization from the Property Owner must be provided to analyze and investigate to allow the project to move forward. Once a full analysis is completed, the Architect and his/her design team shall create the required plans to send out to bid for construction. Such plans will accommodate the existing conditions, needed improvements, and desired improvements from the Home Program Outline (See Exhibit F). All proposed improvements shall be designed to be acceptable to the City of Black Hawk Residential Design Guidelines, Historic Restoration and Community Preservation Fund Guide to Programs, and the Secretary of the Interior's Standards for Treatment of Historic Properties. At least three (3) bids are required to be requested from qualified and financially sound Contractors that are on the 'pre-qualified' list of Contractors allowed to work on such grants approved by the City of Black Hawk. Once the bids are received by the City, the application is reviewed and an amount 'not to exceed' is reviewed for approval by the City Council. For Rehabilitation Grant Program funding, a pre-qualified General Contractor is chosen by the Property Owner, and then the City Council reviews and approves such choice. For Preservation Easement Program funding, the City Council will select a General Contractor with the Property Owner's input. See Appendix 2 Section 2 for program requirements related to the Evaluation and Design process.

A. Bid Process.

For Preservation Easement Program projects, the bid and associated costs are presented as the "Final Grant Project Proposal" to the Owners Representative and

City staff for recommendation, and then to the City Council for a final decision. For Rehabilitation Grant Program projects, the “Final Grant Project Proposal” will be submitted to the Property Owner, Owners Representative and City staff; however, it still must be reviewed and approved by the City Council. It is VERY STRONGLY recommended that the Property Owner hire an experienced Owners Representative to manage the project on their behalf. A recommendation from HPC will also be required for any exterior work.

B. Final Determination of Funding.

City Council makes a final determination on funding and may attach special requirements to the project.

C. Final Agreement with City.

Final agreements are executed as detailed in the respective program sections. It is VERY STRONGLY recommended that the Property Owner hire legal counsel to assist them in the agreement process with the City. In addition, legal counsel is also VERY STRONGLY recommended to assist the Property Owner with their agreement with the General Contractor, as applicable, for construction of all improvements on their property. Finally, the Property Owner shall be responsible for verifying that they have seen and agree with all plans for the project on their property by placing a signature of acknowledgement and approval on the appropriate documents and plans. It is recommended that the Property Owner hire an Owners Representative to assist with review and explanation of the project documents.

D. Construction Documents.

- i. Construction documents are created and submitted by the Architect and his/her design team for review and approval by the Property Owner, Owners Representative, and City staff.
- ii. General Contractor shall supply a list of all sub-contractors and corresponding City registration numbers for the grant project. The General Contractor and all sub-contractors shall be registered with the City in accordance with the Black Hawk Municipal Code, Chapter 6, Article VII.
- iii. The General Contractor shall supply a project schedule from the beginning to end of the project. The schedule shall be updated per the terms of the Trade Contract Agreement throughout the entire project until completion.
- iv. The approval of a grant application does not mean a building permit will automatically be issued. All permit fees are waived by the City for residential rehabilitation, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code, however, the Property Owner’s General Contractor is still required to apply for a no-charge building permit with plans approved by Community Planning and Development and secure appropriate inspections during the course of the work. Any other permits required with the project are also the

responsibility of the Property Owner and General Contractor to apply for such in accordance with the City code.

E. Construction Work Commences.

The City's Owners Representative, Building Official, the City staff, and Architect will monitor the work. The work shall be performed according to the approved scope of work, Construction Documents, and Project Manual approved by the City and attached to the building permit issued by the City. Any Change Orders from the approved plans must be reviewed and approved prior to implementation, and in accordance with the process for proposed Change Orders per Appendix 2. Onsite construction progress meetings shall be held with the Property Owner, General Contractor, subcontractors, Architect, Owners Representative, and City staff in accordance with a schedule established and approved by all parties. This should be no less frequently than once every two weeks. The General Contractor(s) are responsible to have all required inspections called into the City for inspection.

F. Payments.

Property owners are required to submit a Check and Payment Request Form for each requested payment. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of), format to include the company name of the General Contractor for the project. The Property Owner shall provide the City a copy of the contract for the project they have with the General Contractor, including the company name for the FBO check process. The City strongly encourages that the provided FBO check be promptly endorsed over to the General Contractor for payment by the Property Owner. By signing this Historic Restoration and Community Preservation Fund Guide to Programs, the Property Owner acknowledges and understands the process for payment to the General Contractor for the contracted work, and that they understand they are not to defraud the City or the General Contractor during any part of the process for the project. The Property Owner is responsible to ensure that all payment requests are done in a timely fashion throughout the life of the project.

G. Construction Completed.

Upon completion of the project, final inspections are made. Provided that the construction work has been found to be done in accordance with the approved Contract Documents, and has passed all inspections, a final building inspection will be issued by Community Planning and Development. Additionally, the Architect or Engineer will issue a Certificate of Substantial Completion. Final payment amounts due to the General Contractor will be released upon completion of the required public notices and final approval of the work.

b. SCHEDULE

Historic Restoration and Community Preservation Fund Program requests may be submitted at any time and will be considered throughout the year. Applications are considered and

monies awarded on a first come, first served basis. Complete applications should be received in advance of the next HPC meeting for staff review. Please consult with City staff regarding exact deadlines for HPC review. Annual appropriations for this Program are limited. On occasion, the City will exhaust the available funds for the year. In that case, each application will be processed whenever the funds become available.

c. CRITERIA FOR SELECTION

The City of Black Hawk HPC shall review all Grant applications submitted to the City, except for the applications that fall under the Emergency Component and Radon Mitigation Component. However, final approval of any request is subject to approval by the City Council. The City Council and HPC shall include, utilize, consider, but not be limited to the following criteria while evaluating grant applications when making decisions and/or recommendations (this process is discretionary and any other criteria as deemed necessary and appropriate to evaluate, consider, analyze, and make motions during hearings may be used by the HPC as well as the City Council):

1. The project will contribute to and enhance the overall character of the City of Black Hawk.
2. The project aids in the preservation of existing properties. The project would repair damaged components, slow any deterioration in progress, and work to assure the continued presence of the structure.
3. The project produces visible results. Portions of the work will be on highly visible portions of the property. The property is visibly deteriorated and the proposed repairs would noticeably improve the structure's appearance, or the property has experienced inappropriate alterations that would be removed and a more compatible appearance would result.
4. The work is needed to stabilize the structure. (City Council decision only.)
5. The need for the work is urgent and possibly an emergency. Preservation of the structure is threatened and work should proceed quickly. (City Council decision only.)
6. Quality of the application. The application is well presented with a detailed scope of work and copies of multiple itemized bids for construction, and demonstrates the ability of the Property Owner to satisfactorily complete the project. (City Council decision only.)

d. NEGATIVE FINDINGS

The City of Black Hawk HPC may recommend denial of an application because it does not meet the intent of the program and guidelines. The final decision made by the City Council shall include, utilize and consider, but not be limited to, the following criteria while evaluating grant applications in order to make decisions and/or recommendations (this process is discretionary and any other criteria as deemed necessary and appropriate to

evaluate, consider, analyze, and make motions during hearings may be used by the HPC as well as the City Council, except that HPC shall only consider the third criteria set forth below):

1. Other outstanding debts to the City or unresolved issues associated with City regulations.
2. A demonstrated lack of routine maintenance of the property that indicates the Property Owner may not honor the agreement to maintain the property after rehabilitation, or has failed to maintain the property after previous rehabilitation through this Program.
3. The proposed work would not appropriately promote preservation of the historic character of the City.
4. The cost of the work is not commensurate with the projected benefit to be provided to the community.

APPENDIX 2: PROJECT PROCESSES AND DOCUMENTATION REQUIREMENTS

This appendix is provided to be used as a resource for City staff, Owners Representative, Property Owners and General Contractors affiliated with the City of Black Hawk in regards to the requirements for proposing projects, proposing to work on projects, process requirements for work on projects, quality of workmanship, completion and inspection of all improvements.

A. PRE-QUALIFIED CONTRACTOR APPLICATION PROCESS

Contractors must submit an American Institute of Architects (AIA) document A305 for review and approval. Once a Contractor has submitted all required forms and documents, a short interview will be scheduled to meet and discuss the Contractor's history and documents submitted. This process must include, from the Contractor, past project examples including bid breakdown, budgets, change order forms, and project schedules. References will also be required from the Contractor as noted within the A305 document. A determination will be made by City staff and the Owners Representative to approve or disapprove the Contractor to be put on the pre-qualified list.

A Qualifications Packet is requested which includes the following information:

1. An overview of general information about the company including:
 - a. Previous work experience related to any of the Categories of Assistance
 - b. Managerial ability
2. Quality control management/procedures
3. Previous construction experience in and/or near the City of Black Hawk
4. Staff resumes
5. Historic preservation/rehabilitation experience

B. SPECIFIC HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND GRANT PROGRAM CATEGORIES OF ASSISTANCE COMPONENTS INFORMATION

1. Full Site and Building Component.

Design & Construction Process for Full Site and Building Component:

- a. Owners HOME PROGRAM OUTLINE Form
The Property Owner, with the assistance of the Architect, Owners Representative, and City staff will complete the program form of needs and wants for the project and provide to the City (see Exhibit F).
- b. Schematic Design Phase
The Property Owner works with the Architect and his/her design team, Owners Representative and City staff to prepare schematic plans from the information approved by the City Council in the HOME PROGRAM process, and information gathered during the discovery phase. These plans further define the project and will

then be presented for approval by the Property Owner, Owners Representative and City staff.

c. Design Development Phase

The Property Owner further works with the Architect and his/her design team, Owners Representative and City staff to prepare more detailed plans within the scope of work (for the Grant and for the Owners responsibility), and present more detailed plans (including details, product selection, finishes) for approval by the Property Owner, Owners Representative and City staff.

d. Discovery Phase

The Property Owner is required to give permission to the Owners Representative and City staff for any necessary exploratory demolition to perform due diligence to investigate existing conditions of the structure, structural evaluation, survey of the property, conduct a soils report, and allow any additional investigative work needed to define the project. It is highly recommended that the property be vacated prior to any exploratory work. NOTE: The Property Owner will be responsible for any temporary housing expenses while the property is vacated. Repair of demolition work, if applicable, will be the responsibility of the Property Owner. Additionally, any investigation into the presence of a designated flood hazard zone at the property should occur. Appropriate steps to mitigate any flood issues will be required as part of the final design.

e. Construction Document Phase

The Architect prepares final construction drawings and specifications and the necessary bidding information from the Design Development drawings for approval by the Property Owner, Owners Representative and City staff. A recommendation for approval from HPC is required at this stage, and final approval is required from City Council.

f. Bid

The Owners Representative and City staff assists the Owner in obtaining formal written sealed bids from a list of Pre-qualified General Contractors. Bids will be opened in a public meeting with City staff and the Owners Representative.

1) **General Contractors will need to submit the following:**

- a) Bid breakdown (form to be provided by the Owners Representative on behalf of the City) with a list of sub-contractors
- b) Bid submittal to use CSI (Construction Specification Institute) format or other acceptable bid breakdown format as provided by the Owners Representative on behalf of the City.
- c) Project schedule.

2) **Owner requirements prior to starting construction:**

- a) Strongly suggest Property Owner hires an Owners Representative to track

- project and assist with documentation requirements on their behalf.
- b) Property Owner advised to hire legal counsel at their expense to prepare contract between Property Owner and General Contractor.
- c) Review construction drawings and payment process with Owners Representative and City staff.
- d) Submittal of documents/forms related to Prospective General Contractors Certificate Regarding Employing or Contracting with Illegal Aliens.

g. Final Approval of Project by City Council

The project is presented to the City Council with a budget, project schedule and final plans. Prior to the City Council approval, all documentation must be reviewed by the City Manager and HPC who will present a recommendation for approval to the City Council. The project then can be provided to Community Planning and Development for a building permit.

h. Building Permitting and Construction

The final construction documents are to be provided to the City for a building permit.

1) **Construction phase requirements:**

- a) Prior to issuance of a building permit and Notice to Proceed document, the General Contractor will provide payment and performance bonds for the entire amount of the project.
- b) Property Owner may be required to relocate, and remove furnishings from structure to allow work in home. Property Owner must obtain temporary living accommodations at their own expense, and store belongings at their expense elsewhere, and out of the way of onsite work.
- c) General Contractor must keep site safe and clean at all times and have access to a bathroom or provide a portable toilet.
- d) Weekly or bi-weekly construction meetings and site visits that include the Property Owner and/or their Owners Representative, Architect, General Contractor and City staff.
- e) Review schedule adjustments.
- f) Change order review and submittals as encountered. Review of Monthly Pay Application request forms.
- g) Processing of payments to General Contractor, sign off by Property Owner and City staff.

i. Change Orders

If the Property Owner, Architect or Contractor requests any changes to the scope of work, construction costs, or schedule, it will need to be reviewed for potential approval by the Owners Representative and City staff and/or the City Council (generally for out of scope and budget changes requested) for sign off prior to proceeding with the proposed change. Additionally, any significant changes to the exterior or site may also require HPC review.

Per City of Black Hawk Resolution 19-2013 and 3-2014 any proposed change orders to the approved construction drawings and project manual during construction must be reviewed and approved by the City Manager or his/her designee (for work that will not increase the City Council approved amount, including a contingency amount, of the Rehabilitation Grant) prior to beginning the work. The City Council shall review proposed change orders that exceed the City Council approved grant amount and they shall decide upon such request. Any deviation or change to the approved construction drawings and project manual that is authorized or performed by either the Property Owner or General Contractor is not reimbursable from the City grant dollars if such work is not approved by the City in advance.

j. Final Completion and Final Payment.

Prior to final payment, the following documentation needs to be provided:

- 1) General Contractor's Affidavit of Release of Liens
- 2) General Contractor's Affidavit of Payment of Debts and Claims
- 3) Final inspections by Building Official
- 4) Sign off by Architect/Engineer, Property Owner, and General Contractor (Certificate of Substantial Completion) as well as final acceptance by Owners Representative and City staff
- 5) As-Built drawings
- 6) General Contractor to provide to Property Owner a booklet of instruction manuals and warranties for the project (Operations & Maintenance Manual)

2. Site Work Component

Design & Construction Process for Site Work Component:

a. Owners HOME PROGRAM OUTLINE Form

Property Owner, with the assistance of the Architect, Owners Representative and City staff, to fill in program form of needs and wants for the site improvements and provide to the City.

b. Temporary Construction Easement

A Temporary Construction Easement must be executed between the Property Owner and City of Black Hawk to allow for City access to the property during the course of construction if Preservation Easement funding is utilized.

c. Discovery Phase

The Property Owner is required to give permission to the Owners Representative, Architect and City staff for any necessary demolition to perform due diligence to investigate existing conditions of the site and property, survey of the property, conduct a soils report and allow any additional investigative work needed to define the project. Additionally, any investigation into the presence of a designated flood hazard zone at the property should occur. Appropriate steps to mitigate any flood issues will be required as part of the final design.

d. Preliminary Design Plan Phase

The Property Owner works with the Owners Representative, City staff, the Architect and/or Engineer to prepare preliminary design plans from the information approved by the City Council, and information gathered during the Discovery Phase. These plans further define the project and will then be presented for approval by the Property Owner, Owners Representative and City staff. An approved scope of work must be presented to and approved by the City Council.

e. Final Design Plan Phase

The Architect prepares final construction drawings and specifications and the necessary bidding information from the Design Development drawings for approval by the Property Owner, Owners Representative and City staff. A recommendation for approval from HPC is required at this stage, and final approval is required from City Council.

f. Bid

This is the stage in which the Owners Representative and City Staff assists the Property Owner in obtaining formal written sealed bids from a list of Pre-qualified General Contractors. Bids will be opened in a public meeting with the Owners Representative and City staff.

1) **General Contractors will need to submit the following:**

- a) Bid breakdown (form to be provided by the Owners Representative on behalf of the City) with a list of sub-contractors.
- b) Bid submittal to use CSI (Construction Specification Institute) format or other acceptable bid breakdown format as provided by the Owners Representative, on behalf of the City.
- c) Project schedule.

2) **Owner requirements prior to starting construction:**

- a) Strongly suggest Property Owner hires an Owners Representative to track project and assist with documentation requirements on their behalf.
- b) Property Owner advised to hire legal counsel at their expense to prepare contract between Property Owner and General Contractor.
- c) Review construction drawings and payment process with Owners Representative and City staff.
- d) Submittal of documents/forms related to Prospective General Contractors Certificate Regarding Employing or Contracting with Illegal Aliens.

g. Final Approval of Project by City Council

The project is presented to the City Council with a budget, project schedule and final plans. Prior to the City Council approval, all documentation must be reviewed by the City Manager and HPC who will present a recommendation for approval to the City Council. The project then can be provided to Community Planning and Development

for a building permit.

h. Building Permitting and Construction

The final construction or engineering documents are to be provided to the City for a building permit.

1) **Construction phase requirements:**

- a) Prior to issuance of a building permit and Notice to Proceed document, the General Contractor will provide payment and performance bonds for the entire amount of the project.
- b) Property Owner is required to remove any site furnishings from structure to allow adequate access to the work. Property Owner must store at their expense elsewhere, and out of the way of onsite work.
- c) General Contractor must keep site safe and clean at all times and have access to a bathroom or provide a portable toilet.
- d) Weekly or bi-weekly construction meetings and site visits that include the Property Owner and/or their Owners Representative, Architect, General Contractor and City staff.
- e) Review schedule adjustments.
- f) Change order review and submittals as encountered. Review of Monthly Pay Application request forms.
- g) Processing of payments to General Contractor, sign off by Property Owner and City staff.

i. Change Orders

If the Property Owner, Architect or General Contractor requests any changes to the scope of work, construction costs, or schedule, it will need to be reviewed for potential approval by the Owners Representative and City staff and/or the City Council (generally for out of scope and budget changes requested) for sign off prior to proceeding with the proposed change. Additionally, any significant changes to the exterior or site may also require HPC review.

Per City of Black Hawk Resolution 19-2013 and 3-2014 any proposed change orders to the approved construction drawings and project manual during construction must be reviewed and approved by the City Manager or his/her designee (for work that will not increase the City Council approved amount, including a contingency amount, of the Rehabilitation Grant) prior to beginning the work. The City Council shall review proposed change orders that exceed the City Council approved grant amount and they shall decide upon such request. Any deviation or change to the approved construction drawings and project manual that is authorized or performed by either the Property Owner or General Contractor is not reimbursable from the City grant dollars if such work is not approved by the City in advance.

j. Final Completion and Final Payment.

Prior to final payment, the following documentation needs to be provided:

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Property Owner Initials _____ Date _____

- 1) General Contractor's Affidavit of Release of Liens
- 2) General Contractor's Affidavit of Payment of Debts and Claims
- 3) Final inspections by Building Official
- 4) Sign off by Architect/Engineer, Property Owner, and General Contractor (Certificate of Substantial Completion) as well as final acceptance by Owners Representative and City staff
- 5) As Built drawings

3. Exterior Maintenance Component.

This process is for the exterior maintenance grants approved by the City for Qualified Properties in the City.

a. Preparation of Exterior of House Before Painting.

If necessary, a hazardous materials investigation will be conducted by the City's consultants to determine what, if any, hazardous materials may be present onsite and the extents of any required abatement. Hazardous materials abatement must be completed prior to any additional work commencing. Prior to painting, all necessary sanding, chipping of existing peeling paint, washing of exterior, and replacement of weathered/worn materials must be completed. No chemical washing or high power blasting on siding is permitted. The Owners Representative designated to inspect the preparation work shall inspect the house to determine adequacy of the prep work once completed, and prior to any layers of paint being placed on the house.

b. Siding and Painting.

- 1) Lead Paint: The City will conduct lead clearance testing on all restoration and preservation grant projects prior to and upon completion of the job, if the original siding exists. Per the EPA-Renovation, Repair and Painting Final Rule (40 CFR 745) all renovations conducted for compensation, MUST be performed by Certified Firms using Certified Renovators. The General Contractor and subcontractors will be required to follow the EPA-Renovation, Repair and Painting rules and regulations.
- 2) Exterior siding: Siding to be painted with minimum of one coat of primer on all sides and two (2) coats for final color of a high quality paint (see approved list below), installed over a waterproof barrier (Tyvek or similar housewrap). Existing siding is recommended to be repaired if possible, with partial in-kind replacement on an as-needed basis only.
- 3) All painting and varnishing shall be a two (2) coat minimum job free of runs and skips. Cut edges neatly. Items to be painted or stained include, but are not limited to the following: exterior siding, soffits, metal work, decks, porches, wood fences, gutters, eaves, trim and all other surfaces to be painted.

- 4) Use only the best quality materials as approved by the City. The primer coat should visually differ in color from succeeding coats. Paint color as selected by Property Owner and approved by the City.
- 5) Flat paint finish is not acceptable. Consult with Owners Representative and City staff for acceptable sheen.
- 6) If applicable, all stain shall be two coats with a clear natural satin finish. Fill all nail heads with filler to match wood trim.
- 7) Sealants: Consult with Owners Representative and City staff for approved sealant products. Color to match siding or trim.
 - a. Apply at window and door frames
 - b. Bed metal thresholds in sealant
 - c. Apply at flashing and jacks
- 8) Consult with Owners Representative and City staff for approved paint brands.

4. **Emergency Component**

The Emergency Component process is generally a discovery process to identify if a true emergency is evident according to the Historic Restoration and Community Preservation Fund Guide to Programs, and approved by the City Council. All requested scopes of work will be reviewed on a case-by-case basis. If approved, the appropriate City staff and Owners Representative will be directed to work with the Property Owner to identify needs, problems and solutions to apparent and non-apparent issues. Generally, City staff, the Owners Representative and City consultants evaluate a specific property with the direction from the City Council and will provide a report of initial findings with a recommendation for dealing with the potential emergency on the property. If a life safety situation exists and repairs have already been made, the Property Owner must acknowledge they have proceeded at-risk and funding reimbursement may not be approved. Additionally, a summary of original systems and maintenance records will be required to document to the City Council that the emergency arose from general use rather than deferred maintenance. Generally, the process outlined in either the ***Full Site and Building Component*** or ***Site Work Component*** sections in this Appendix will be applicable for an Emergency project. Please consult with City staff and Owners Representative to fully understand how a specific request for this component will be processed.

5. **Radon Mitigation Component**

Please consult with City staff and Owners Representative to fully understand how a specific request for this component will be processed.

EXHIBIT A: DEED RESTRICTION

Property Owner Initials _____ Date_____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That _____, who is the property owner of _____ ("**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 _____, 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.

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 contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

WITNESS our hand(s) and seal(s) this _____ day of _____, 2013.

GRANTOR:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____, as _____, for _____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

Address:

GRANTEE: CITY OF BLACK HAWK

By: _____ Date: _____

DAVID D. SPELLMAN, MAYOR

Attest: _____

Jeanie Magno, City Clerk

Approved as to legal form: _____

Corey Y. Hoffmann, City Attorney

EXHIBIT B: PRESERVATION EASEMENT AGREEMENT

Property Owner Initials _____ Date_____

HISTORIC PRESERVATION EASEMENT

This HISTORIC PRESERVATION EASEMENT AGREEMENT (the "Easement") is entered into as of the _____ day of _____ 2010, by and between _____ whose property address is _____, 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 _____, 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 a perpetual easement 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. Increased Value. For any Project that expends funds in excess of fifty thousand dollars (\$50,000), if Grantor sells the Property within five (5) years of the date the Project is completed, Grantor agrees to pay the City the “Increased Value” of the Property on a pro-rated basis as follows:

a. The “Increased Value” of the Property shall be determined in the following manner:

i. Before any work has begun on the Project, the Property’s “Pre-Project Value” shall be determined by a certified appraiser chosen by the City.

ii. The Increased Value shall be calculated by subtracting the Pre-Project Value from the price paid by the purchaser of the Property subsequent to completion of the Project.

b. The amount to be paid to the City shall equal the amount of the Increased Value less an amount equal to one-fifth (1/5) of the amount of the Increased Value for each full year occurring between the date the Project is completed and the date of the sale of the Property.

7. 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 the pro-rated portion of any Increased Value of any net proceeds calculated in accordance with the provisions of paragraph 5.

8. 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 the Increased Value 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.

9. Nature and Duration. The covenants, conditions and restrictions in this Easement run with the land constituting the Property in perpetuity and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

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:

Jeanie Magno, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

GRANTOR

By: _____
Insert Grantor Name

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
___ day of _____, 2012, by _____.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

Property is located at _____, legally described as _____
_____, City
of Black Hawk, based upon the City of Black Hawk survey map of Block _____, 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

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*

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.

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 in perpetuity 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.

EXHIBIT C: REHABILITATION GRANT AGREEMENT

Property Owner Initials _____ Date_____

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

THIS HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND 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 **(Insert Applicant)** (the “*Property Owner*”) whose property address is _____

_____.

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 “*Grant Program*”).

- B. The Property Owner, who is the owner of a structure located at **(Insert Property Address)**, **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 \$**(Insert Award Amount without**

Escrow Account funds) (the “*Award*”) for the restoration and preservation of the Property.

1.2 Tax Payment. 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”). 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.

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 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. (Insert alternates, if any)

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.

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, _____, 20____ (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:

(Insert Applicant)

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

Jack D. Lewis, City Manager

PROPERTY OWNER

(Insert Property Owner)

Address:

Telephone:

EXHIBIT D: MATERIAL ALLOWANCE LIST

Property Owner Initials _____ Date_____



City of Black Hawk Community Preservation Easement and Rehabilitation Grant Programs Finish Material Allowances

UPDATED: 12/12/12

Item Description	Unit Cost	Unit of Measure	Not to Exceed Limit	Comments
Division 5 - Metals				
Exterior Deck Railings - Metal	\$75.00	LF	N/A	
Division 6 - Wood and Plastics				
Cabinets	\$300.00	LF	\$16,000.00	Includes all casework and built-in millwork items, along with the associated hardware (hinges, pulls and drawer guides)
Countertops	\$50.00	SF	\$2,800.00	Includes associated edge detail and backsplash (if applicable)
Exterior Decking Material	\$6.00	SF	N/A	Pricing based on composite type material
Exterior Deck Railings - Wood/Composite	\$30.00	LF	N/A	
Interior Trim (Base & Case)	\$3.50	LF	N/A	Pricing based on PEH Architects Trim Option 3 in Paint Grade Poplar
Division 8 - Doors and Windows				
Exterior Door & Frame	\$1,200.00	EA	N/A	Applies to replacement of existing exterior door & frame. 3'-0" wide exterior door required.
Interior Door & Frame	\$250.00	EA	N/A	Pricing based on 4 panel solid core veneer style
Exterior Door Hardware	\$150.00	EA	N/A	
Interior Door Hardware	\$75.00	EA	N/A	
Shower Door	\$400.00	EA	N/A	
Division 9 - Finishes				
Flooring	\$8.50	SF	N/A	
Carpet & Pad	\$25.00	SY	N/A	
Wall Tile	\$8.00	SF	N/A	Based on aggregate cost per SF of wall tile, inclusive of edge trim pieces, decorative patterns and transitions
Wallpaper	\$3.00	SF	N/A	Applies to replacement of existing wallpaper. Homeowner liable for total cost of wallpaper where it does not exist currently.
Division 10 - Specialties				
Bathroom Accessories	\$200.00	EA	N/A	Per bathroom (Towel bars, TP holder, robe hook, etc)
Division 15 - Mechanical				
Kitchen Sink	\$345.00	EA	N/A	
Kitchen Faucet	\$250.00	EA	N/A	
Bathroom Sink	\$345.00	EA	N/A	
Bathroom Faucet	\$200.00	EA	N/A	
Bath Tub or Shower Enclosure/Pan	\$650.00	EA	N/A	
Bath Tub/Shower Fixture	\$200.00	EA	N/A	
Toilet	\$250.00	EA	N/A	
Division 16 - Electrical				
Light Fixtures	\$150.00	EA	N/A	Applies to both indoor and outdoor fixtures
Ceiling Fans	\$250.00	EA	N/A	1 ceiling fan per room

These material cost allowances do not include costs for installation, shipping/handling, taxes, delivery, contractor markup, etc. Contractor shall include any of these costs and any other incidental costs in line items for labor, general conditions, OH&P, etc. in their bid.

EXHIBIT E: PROGRAM APPLICATION

Property Owner Initials _____ Date_____



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

Grant No: _____ Project No: _____ <i>For Office Use Only</i>
--

RESTORATION AND COMMUNITY PRESERVATION FUND GRANT PROGRAM APPLICATION FORM

CHECK ALL THAT APPLY:

- Black Hawk Community Restoration and Preservation Fund Grant Program
- Black Hawk Historic Preservation and Restoration Easement Program

GENERAL INFORMATION:

Grant Year: _____ Today's Date: _____

Property Street Address: _____

Property Owner(s): _____

Owner(s) Mailing Address: _____

Owner(s) Telephone No.: (H) _____ (W) _____ (Cell) _____

Email Address: _____

Contact Person (if different from owner)

Contact Telephone No.: (H) _____ (W) _____ (Cell) _____

Email Address: _____

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

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

PLEASE NOTE: YOU WILL NEED A SEPARATE NARRATIVE FOR EACH GRANT COMPONENT:

- | | | | |
|----------------------|--------------------------|------------------|--------------------------|
| Technical Assistance | <input type="checkbox"/> | Utility | <input type="checkbox"/> |
| Site Work | <input type="checkbox"/> | Emergency | <input type="checkbox"/> |
| Rehabilitation | <input type="checkbox"/> | Exterior Paint | <input type="checkbox"/> |
| Rock Wall/Fence | <input type="checkbox"/> | Radon Mitigation | <input type="checkbox"/> |

Office Use Only. Do not write below this line.

Date Received: _____ Grant No.: _____

HPC Review Date: _____ Board of Aldermen Approval Date: _____

Amount Approved: _____

Comments or Conditions: _____

Authorization Signature: _____ Date: _____

Associated Grant Numbers: _____

Additionally, I have reviewed the document referred to as the City of Black Hawk Community Restoration and Preservation Fund Guide to Programs and I understand the program. I have completed the required application form with all attachments and signed the Preservation Easement and/or Program Agreement in accordance with the Guide to Programs.. All information submitted is true to the best of my knowledge and belief. I acknowledge that any error may affect the review and approval of this application. Furthermore, I understand that if I wish to change any aspect of the project after it has been approved, I must request any changes in writing and receive written consent from the City of Black Hawk.

Signature: _____ Date: _____

If you have questions please feel free to contact us at:

City of Black Hawk
Community Planning and Development
P.O. Box 68
Black Hawk, CO 80422
(303) 582-0615 / 582-2223

EXHIBIT F: HOME PROGRAM OUTLINE

Property Owner Initials _____ Date_____



City of Black Hawk

Community Planning and Development
271 Gregory Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

HOME PROGRAM OUTLINE

DATE: _____

OWNERS: _____

PROPERTY ADDRESS: _____

A. HOUSE INFORMATION:

Year home was built: _____

Additions on House: _____

Date Addition was Built: _____

Approximate Square Footage of Home: _____

Floors: _____

House Occupied: YES NO

Will Owner empty house and live elsewhere during construction: YES NO

Approximate Renovation Start Date: _____

B. REASONS OWNER IS REQUESTING RENOVATIONS TO HOUSE

Owner identified problems in need of repairs:

Roof Leaks. Roof material: _____

Exterior Wall & Trim Condition. Exterior material: _____

Exterior Paint. Condition: _____

Visible Structural Problems. Roof line: _____ Walls: _____

Rodent Infestation

Crawl Space. Foundation type: _____

Site Drainage Problems. Location: _____

Mold in House. Locations: _____

Hazardous (lead paint, asbestos, etc.): _____

Condition of Windows: Operable? YES NO Number: _____ Age: _____

Porch or Deck. Condition: _____

EXHIBIT G: REFERENCED CITY OF BLACK HAWK RESOLUTIONS

Property Owner Initials _____ Date_____

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

Resolution No. 10 -2010

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

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

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

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

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

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

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

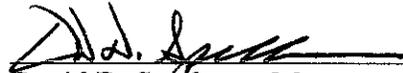
B. A fully executed document in the form attached hereto as **Exhibit A** and incorporated herein by this reference, signed by the grant recipient(s).

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

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

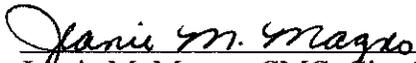
Section 4. For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying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

RESOLVED AND PASSED this 28 day of April, 2010.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

Exhibit A

Federal Income Tax Liability

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

Dear Sir or Madam:

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

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

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

Or

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

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

(Name)

Date

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 19 -2013

TITLE: A RESOLUTION ESTABLISHING A CONTINGENCY ON PUBLIC IMPROVEMENT PROJECTS TO BE MANAGED AT THE CITY MANAGER'S DISCRETION

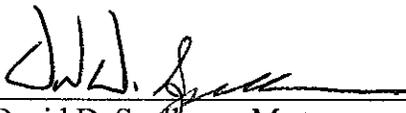
WHEREAS, Article IX of Chapter 1 of the Black Hawk Municipal Code sets forth procedures for the awarding of contracts for public improvements; and

WHEREAS, in furtherance of the awarding of contracts for public improvements as authorized by Article IX of Chapter 1 of the Black Hawk Municipal Code, the City Council desires to authorize the City Manager to manage the contingency in a fixed amount of ten percent (10%) for any such contract, without having the contingency specifically awarded to the successful contractor.

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

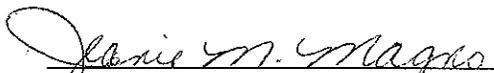
Section 1. The City Council hereby directs that the City Manager is authorized to manage a contingency in the amount of ten percent (10%) for any City contract for the design and/or construction of public improvements, without the need or requirement that the City Council specifically add such contingency to the award of the contract. Nothing in this Agreement shall preclude or prevent the City Manager from seeking City Council approval for any change orders, notwithstanding the authority granted by this Resolution.

RESOLVED AND PASSED this 24 day of April, 2013.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 3-2014

TITLE: A RESOLUTION ESTABLISHING A CONTINGENCY ON GRANT PROJECTS UNDER THE COMMUNITY RESTORATION AND PRESERVATION FUND GRANT PROGRAM TO BE MANAGED AT THE CITY MANAGER'S DISCRETION

WHEREAS, in furtherance of the awarding of contracts for public improvements as authorized by Article IX of Chapter 1 of the Black Hawk Municipal Code, the City Council has previously authorized the City Manager to manage the contingency in a fixed amount of ten percent (10%) for any such contract, without having the contingency specifically awarded to the successful contractor; and

WHEREAS, the City Council desires to include within such authorization grant projects under the Community Restoration and Preservation Fund Grant Program.

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

Section 1. In addition to the previous authorization given to the City Manager for management of design and/or construction of public improvement projects, the City Council further directs that the City Manager is authorized to manage a contingency in the amount of ten percent (10%) for any grant projects under the Community Restoration and Preservation Fund Grant Program without the need or requirement that the City Council specifically add such contingency to the award of the contract. Nothing in this Agreement shall preclude or prevent the City Manager from seeking City Council approval for any change orders, notwithstanding the authority granted by this Resolution.

RESOLVED AND PASSED this 12 day of February, 2014.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

EXHIBIT H: FUNDING MATRIX

Property Owner Initials _____ Date_____

EXHIBIT H
FUNDING EXPLANATION MATRIX

<u>Scope of Work</u>	<u>Preservation Easement</u>	<u>Rehabilitation Grant</u>	<u>Comments</u>
Excavation	✓	✓	
Necessary Tree Removal	✓	✓	
Historic Rock Wall Repairs	✓	✓	
Historic Fencing	✓	✓	
Outbuildings	✓	✓	
Foundation Systems	✓	✓	
Perimeter Foundation Drainage	✓	✓	
Subfloor Repair	✓	✓	
Exterior Doors and Hardware	✓	✓	
Exterior Windows and Hardware	✓	✓	
Skylights (if existing)	✓	✓	
Exterior Siding and Trim	✓	✓	
Exterior Paint	✓	✓	
Exterior Appurtenances	✓	✓	
Roofing	✓	✓	
Sheet Metal and Flashing	✓	✓	
Downspouts and Gutters	✓	✓	
Site Utilities	✓	✓	
Landscaping	✓	✓	
Fireplace and Chimney	✓	✓	Must have doors installed to prevent heat loss and drafts – Preservation Easement applies to fireplaces only if this is the sole heating source
Outdoor Lighting Replacement	✓	✓	
Reversal of Inappropriate Alterations or Additions	✓	✓	
Reconstruction/Restoration of Original Exterior Architectural Details	✓	✓	
Interstitial Floor and Ceiling Systems		✓	
Roof Framing Systems	✓	✓	
Exterior Wall Construction	✓	✓	
Interior Wall Finishes		✓	
Interior Ceiling Finishes		✓	
Floor Finishes		✓	
Cabinetry and Hardware		✓	
Trim		✓	
Interior Doors and Hardware		✓	

EXHIBIT H
FUNDING EXPLANATION MATRIX

<u>Scope of Work</u>	<u>Preservation Easement</u>	<u>Rehabilitation Grant</u>	<u>Comments</u>
Countertops		✓	
Backsplash		✓	
Shower and Bath Accessories		✓	
Kitchen Fixtures		✓	
Bathroom Fixtures		✓	
Hose Bibs		✓	
Heating Systems		✓	
Ventilation Systems		✓	
Interior Rough MEP Utilities	✓	✓	
Interior Trim MEP Utilities		✓	
BBQ Gas Line	✓	✓	
Interior Lighting		✓	
Exterior Lighting	✓	✓	
Ceiling Fans		✓	
Fire and Carbon Monoxide Detection		✓	
Radon Mitigation Systems	✓	✓	



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

CITY COUNCIL MEETING:

March 12, 2014

SUBJECT:

Approval and Adoption of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk strives to provide the best opportunities available for its residents to improve the habitability and sustainability of the residential homes. This commitment initiated the necessity for more specific standards, resulting in the need to revise, update, and clarify the existing adopted version of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs.

The attached document has been updated by Consilium Partners and City Staff, with review and additional recommendations provided from the Mayor, City Manager and City Attorney. The intent of the proposed changes is to more accurately reflect the current status of the various programs available to the residents of Black Hawk and to clearly outline the process that needs to be followed in order for the residents to take advantage of the programs offered.

This renewed document not only enhances the current program, but specifically creates a better-quality program overall by;

- Addresses "Policy" only, and relocates "Procedure" items to a referenced appendix
- Provides a Definitions page to clarify common terms
- Organizes document for succinctness and clarity
- Incorporates program changes based on current and/or intended application
- Refines the scope and intent of the Categories of Assistance

RECOMMENDATION

City staff recommends to the Board of Aldermen **APPROVAL and ADOPTION** of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs based on the criteria set forth in the staff report dated February 24, 2014. The City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs meets the intent of the criteria as outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal Code.

RESOLUTION DATE:

March 12, 2014

ORIGINATED BY:

Community Planning and
Development

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker

DOCUMENTS ATTACHED:

Staff Report and Attachment

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:

Cynthia L. Linker

03/04/14

Cynthia L. Linker, CP&D

REVIEWED BY:

Jack D. Lewis

Jack D. Lewis, City Manager

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

Date prepared: March 4, 2014
Meeting Date: March 12, 2014

STAFF REPORT:

For: City Council
Project: Approval and Adoption of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs
Property Address: N/A
Property Owner: City of Black Hawk
Zoning: N/A
Prepared by: Jessica Killian, Consilium Partners
Approved by: Cynthia Linker, Community Planning and Development

BACKGROUND

The City of Black Hawk strives to provide the best opportunities available for its residents to improve the habitability and sustainability of the residential homes. This commitment initiated the necessity for more specific standards, resulting in the need to revise, update, and clarify the existing adopted version of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs.

The attached document has been updated by Consilium Partners and City Staff, with review and additional recommendations provided from the Mayor, City Manager and City Attorney. The intent of the proposed changes is to more accurately reflect the current status of the various programs available to the residents of Black Hawk and to clearly outline the process that needs to be followed in order for the residents to take advantage of the programs offered.

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APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:

City of Black Hawk
Zoning Code – Chapters 16 and 18

ARTICLE XV
Administration

Sec. 16-328. Black Hawk Historic Home Program.

- (a) Purpose. The Black Hawk Historic Home Program is established in order to preserve the historic character and structure of the homes in the City.
- (b) The City Council shall have the authority to jointly manage and implement the program consistent with the goals of the program as provided in this Section and the guidelines of the program as adopted and amended from time to time by resolution of the City Council. (Ord. 2004-8 §2)

ARTICLE XIX
Historic Preservation

Sec. 16-421. Purpose and applicability.

- (a) The purpose of this Article is to:
 - (1) Foster civic pride in the beauty and accomplishments of the past and promote the use of historic landmarks for the education and pleasure of the City's citizens.
 - (2) Protect the unique scenic and historic atmosphere and character of the City and protect the architectural, cultural and aesthetic heritage of the City.
 - (3) Strengthen the City's economy by protecting and enhancing the City's attractions for visitors.
 - (4) Preserve and protect the continued existence of historic landmarks.
 - (5) Draw a reasonable balance between the desires of property owners and the preservation of the City's heritage, while avoiding the imposition of an unreasonable economic hardship.
 - (6) Prevent the use of materials or design in the repair, construction, reconstruction or remodeling of structures which:
 - a. Adversely affect the desirability of the City's historic landmarks for business and residential purposes; or
 - b. Are hazardous to or incompatible with the City's historic landmarks.
- (b) This Article shall apply to all historic landmarks within the City.

- (c) This Article shall be interpreted and administered to promote the spirit of historic preservation, to promote public health, safety and welfare and to achieve substantial justice. (Ord. 2009-13 §3)

ARTICLE III Historic Building Rehabilitation

Sec. 18-141. Title.

The provisions of the ordinance codified herein shall be known and cited as the "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings Ordinance." (Ord. 91-21 §1)

Sec. 18-142. Adopted.

The Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as published by the U.S. Government Printing Office, Washington, D.C., 20462, is hereby adopted by reference and incorporated into this Article as though fully set forth herein as the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings of the City. Except as otherwise provided hereafter, such standards and guidelines are adopted in full, including the outline of contents, index and appendices contained therein. (Ord. 91-21 §1)

Sec. 18-143. Jurisdiction defined.

Whenever the word *jurisdiction* is used in the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, it shall be held to mean that area included within the corporate limits of the City or any area hereafter annexed to the City. (Ord. 91-21 §1)

Sec. 18-144. Penalty.

Failure to comply with the terms of the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings or this Article shall constitute a civil infraction. Any person who is found guilty of, or pleads guilty or nolo contendere to the commission of, the civil infraction shall be subject to a civil penalty as set forth in Section 1-74 of this Code. For each day or portion thereof during which any violation continues, a person may be cited for a separate civil infraction. (Ord. 94-1 §1)

HISTORIC PRESERVATION COMMISSION FINDINGS AND RECOMMENDATION

The Historic Preservation Commission (HPC) evaluated the application, the comments in the report, and testimony by staff, and consultants. The Commission discussed if there was sufficient evidence that the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs met the intent of the criteria outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal Code. HPC also concluded the changes adequately described the program, the sections were clearly defined and needed no further clarification and that the document was user friendly, easy to navigate and understand.

At the conclusion of its discussion, the Historic Preservation Commission recommended to the Board of Aldermen ***APPROVAL AND ADOPTION*** of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs, as submitted and included in this staff report.

STAFF RECOMMENDATION

Staff advises the Board of Aldermen review the newly updated City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs and discuss if the changes meet the intent of the criteria outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal Code and if the changes adequately described the program, if the sections are clearly defined and/or if further clarification is needed to ensure the document is user friendly, easy to navigate and understand. If the Board of Aldermen are in agreement, City Staff recommends ***APPROVAL AND ADOPTION*** of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs, as submitted and included in this staff report.

ATTACHMENT

- Draft Version - City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs