

**City of Black Hawk  
City Council  
211 Church Street  
September 10, 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.(a). INTRODUCTION OF NEW EMPLOYEE: Grant Collins, Police Officer I**
- 5.(b). 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: August 27, 2014**
- 7. PUBLIC HEARINGS:**
  - A. Resolution 65, A Resolution Requesting a Variance from the Sign Code for 250 Chase Street (Continued to September 24, 2014)**
- 8. ACTION ITEMS:**
  - B. Resolution 66, A Resolution Approving a Certificate of Appropriateness for a New Garage Door at 261 Church Street**
  - C. Resolution 67, A Resolution Approving a Minor Amendment to the Certificate of Appropriateness to Allow Construction of a New Shed for the Property at 301 Chase Street**
  - D. Resolution 68, A Resolution Approving the Temporary Construction Easement Between the City of Black Hawk and Public Service Company of Colorado, a Colorado Corporation**
  - E. Resolution 69, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and 7 Healing Stars, LLC for 460 Gregory Street**
  - F. Resolution 70, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and 7 Healing Stars Collective, LLC for 450 Gregory Street**
  - G. Resolution 71, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and 7 Healing Stars Oneness Center, LLC for 440 Gregory Street**
  - H. Resolution 72, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and Terry Peterson for 420 Gregory Street**
  - I. Mountain City Roof Replacement Project**
  - J. CIRSA Property Casualty 2015 Preliminary Quote**
- 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  
DRAFT MINUTES  
AUGUST 27, 2014**

City of Black Hawk  
City Council Minutes  
August 27, 2013

DRAFT

Rebecca Blondo, Executive Administrative Assistant, Administrative Services Department, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order at XXX by Mayor Spellman Wednesday, August 27, 2014.

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

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

PLEDGE OF  
ALLEGIANCE:

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

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

4. CONFLICTS OF  
INTEREST:

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

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

5(a) INTRODUCTION

OF NEW EMPLOYEE

Rebecca Blondo, Executive Administrative Assistant,  
Administrative Services Department

5(b) PUBLIC COMMENTS: M.K. & G.L. Schopen addressed Council to discuss their concerns on site improvements grant application which was denied by City

staff. Mr. and Mr. Schopen requested an appeal to staff's position to deny their site improvements grant application.

6. APPROVAL OF  
MINUTES FOR  
AUGUST 13, 2014

**MOTION TO  
APPROVE**

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

**MOTION PASSED**

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

7. PUBLIC HEARINGS:

A. CB15, An Ordinance  
Approving the Inclusion  
of Property into the  
Black Hawk Business  
Improvement District  
and Changing the  
Boundaries of the  
District Consistent  
Therewith

Mayor Spellman read the title.

City Attorney Hoffman explained that at the previous meeting, the City authorized the petition for inclusion of 201 Selak Street, City Hall, within the Business Improvement District and the property will not be assessed the BID tax. The only thing the inclusion would do would be to allow for posting notices by the BID at City Hall.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB15, An Ordinance Approving the Inclusion of Property into the Black Hawk Business Improvement District and Changing the Boundaries of the District Consistent Therewith open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve CB15, An Ordinance Approving the

Inclusion of Property into the Black Hawk Business Improvement District and Changing the Boundaries of the District Consistent Therewith.

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

B. CB16, An Ordinance  
Appointing Directors  
to the Board of the  
Black Hawk Business  
Improvement  
District

Mayor Spellman read the title and added that Sean Demeule, Ameristar GM, and Craig Pleva, Monarch GM, are the nominees.

City Attorney Hoffmann explained under the same ordinance that created the Black Hawk Business Improvement District, you are also the entity to approve the Directors based on a recommendation received from the Business Improvement District. The Business Improvement District has provided these gentlemen as nominees to be appointed based on their positions with the respective casinos.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on An Ordinance Appointing Directors to the Board of the Black Hawk Business Improvement District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve CB16, An Ordinance Appointing Directors to the Board of the Black Hawk Business Improvement District.

C. CB17, An Ordinance  
Approving The City  
of Black Hawk Fire  
Department Rules  
and Regulations and  
Standard Operating  
Guidelines

Mayor Spellman read the title.

Fire Chief Taylor explained this is a yearly update to the document. It has been updated to match the City’s Employee Handbook, and some new sections have been added. The document was changed from SOPs to SOGs to reflect the national

trend so Officers may make decisions based on field condition using the guidelines instead of having to adhere to strict policies.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on An Ordinance Approving the City of Black Hawk Fire Department Rules and Regulations and Standard Operating Guidelines open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

Alderman Torres commended staff on how well the document was written. Chief Taylor stated he would pass it on to his senior staff.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve CB17, An Ordinance Approving The City of Black Hawk Fire Department Rules and Regulations and Standard Operating Guidelines.

**8. ACTION ITEMS:**

- D. Adoption of the  
General Fund  
Paint Program  
Guide to Programs  
(Continued from  
August 13, 2014

Resolution 56-2014) Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained the document has captured all of the direction and request given to her by Council. Clarification on duration of the program and paint warranties was given by Mrs. Linker. A question was raised on building permits. Discussion ensued.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve the Adoption of the General Fund Paint Program Guide to Programs (Continued from August 13, 2014 – Resolution 56-2014).

**MOTION PASSED**

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

- E. Holiday  
Decoration  
Contract for

2014-2015

Mayor Spellman read the title.

Public Works Director Isbester explained staff was going through and fixing up holiday decorations and would be adding a new display at the entry into town for 2014. This is the same contractor as last year.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve the Holiday Decoration Contract for 2014-2015.

**MOTION PASSED**

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

9. CITY MANAGER REPORTS:

Flu Shot Clinic October 9, 2014 8 a.m. – 10:00 a.m. (PW Admin Building)  
Short Term Disability Contract Modification  
Disposal of Street Sweeper and 2 Blue Bird Buses

Council directed the Flu Shot Clinic should be offered to residents within City limits, employees, and eligible dependents.

Council agreed with the modification of the Short Term Disability Contract.

Council approved the disposal of a Street Sweeper and 2 Blue Bird Buses.

10. CITY ATTORNEY:

City Attorney Hoffmann requested an Executive Session regarding potential litigation regarding specific legal issues on legal advice, personnel policies, property acquisition, pending legislation, and pending land use applications.

11. EXECUTIVE SESSION:

**MOTION TO ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:45 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(b).

**MOTION PASSED**

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

**MOTION TO ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to adjourn the executive session at 4:50 p.m.

**MOTION PASSED**

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

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:50 p.m.

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Melissa Greiner  
City Clerk

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David D. Spellman  
Mayor

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

**(Continued until September 24, 2014)**

**RESOLUTION 66-2014**  
**A RESOLUTION**  
**APPROVING A**  
**CERTIFICATE OF**  
**APPROPRIATENESS FOR**  
**A NEW GARAGE DOOR AT**  
**261 CHURCH STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 66-2014

**TITLE: A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR A NEW GARAGE DOOR AT 261 CHURCH STREET**

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

Section 1. The City Council hereby determines to approve a Certificate of Appropriateness for a new garage door for the historic residence located at 261 Church Street.

RESOLVED AND PASSED this 10<sup>th</sup> day of September, 2014.

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David D. Spellman, Mayor

ATTEST:

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Melissa Greiner, City Clerk



BLACK HAWK<sup>®</sup>

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

**CITY COUNCIL MEETING:**

September 10, 2014

**SUBJECT:**

The approval of a Certificate of Appropriateness (COA) for installation of a new garage door in an existing garage at 261 Church Street.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The applicant, Judith F. Jasper, is requesting approval of a Certificate of Appropriateness (COA) for installation of a new garage door in an existing garage at 261 Church Street.

The garage door is similar to a historic carriage door. Although the material is metal, it has a wood grain. The door will not have windows and will not be painted in the same color scheme as the main house. The door will be ordered in an “Almond” color and will be similar to the trim color “Polished Pearl”. The proposed alteration meets the intent of Section 9 of the Residential Design Guidelines.

**RECOMMENDATION:**

The Historic Preservation Commission recommends to the Board of Aldermen **APPROVAL** of the Certificate of Appropriateness for installation of a new garage door at 261 Church Street based on the criteria set forth in the Staff Report dated August 27, 2014. The Certificate of Appropriateness application for 261 Church Street meets the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code and Section 9 the City of Black Hawk Residential Design Guidelines.

**RESOLUTION DATE:**

September 10, 2014

**ORIGINATED BY:**

Judith F. Jasper, Property Owner

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker, CP&D Administrator

**DOCUMENTS ATTACHED:**

Staff Report

**CITY ATTORNEY REVIEW:**

Yes  No  N/A  
INITIALS \_\_\_\_\_

**SUBMITTED BY:**

Cynthia L. Linker 09/02/14  
Cynthia Linker, CP&D Administrator

**REVIEWED BY:**

Jack D. Lewis 9/4/2014  
Jack D. Lewis, City Manager

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

Date prepared: August 27, 2014  
Meeting Date: September 10, 2014

**STAFF REPORT:**

**For:** City Council  
**Project:** Certificate of Appropriateness for Installation of New Garage Door  
**Property Address:** 261 Church Street  
**Property Owner:** Judith F. Jasper  
**Zoning:** Historic Residential (HR)  
**Prepared by:** Deon Wolfenbarger, Historic Preservation Consultant  
**Reviewed by:** Cynthia Linker, City of Black Hawk

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**BACKGROUND**

The applicant, Judith F. Jasper, is requesting approval of a Certificate of Appropriateness (COA) for installation of a new garage door in an existing garage at 261 Church Street.

The estimated date of construction for the house at 261 Church Street is 1877. The attached garage was built after the historic district's period of significance (i.e. after 1918), but was present at the time of the 1986 survey and the district designation. The property was first evaluated in 1986 when the National Park Service conducted a survey of historic resources in the communities of Black Hawk, Central City, and Nevadaville. In 1991, when Black Hawk was added to an expanded National Historic Landmark district, 261 Church Street was counted as a "contributing" building to the historic district, meaning it had retained sufficient integrity to contribute to the historic character of the district. In 2010-2011, a re-survey and evaluation of the historic district also found that property was "contributing" to the National Historic Landmark district. Since the garage is attached to the historic building, it is considered part of the contributing resource. Therefore, any alterations to any part of the building should be reviewed for their impact to the building's contributing status.

The applicant is requesting approval of the following work, which requires a Certificate of Appropriateness:

- Install a metal garage door in the existing attached garage. Door will be ordered in "Almond" color and will not be painted to match the house after installation. The color will be similar to the trim color "Polished Pearl".

In accordance with the Black Hawk Municipal Code, all Certificates of Appropriateness in the Historic Residential district must be reviewed by the Historic Preservation Commission with a recommendation to City Council.

## **APPLICABLE CITY OF BLACK HAWK REGULATIONS**

### **Excerpt from:**

*City of Black Hawk  
Community Restoration and Preservation Fund  
Guide to Programs*

Section 1: Background, Purpose and Program Goals, (d) General Program Information, (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 adequately maintain their property allowing it to become in a state of disrepair.

### **Excerpt from:**

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

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

- h. Minor changes to improvement. Applications for building permits which request minor changes to existing improvements and minor amendments to previously approved COAs may, upon consent of a majority of the City Council, be placed on the agenda as an action item without the need for a public hearing. The City Council may adopt such rules and limits as may be necessary and may adopt criteria for determining what changes or amendments are minor within the spirit and purposes of this Chapter.***
  
- f. Criteria for determining appropriateness of proposed erection, construction, reconstruction or alteration. In determining the appropriateness of a proposed site plan or building permit for the erection, construction or alteration of a building, the HPC and the City Council shall consider the following:***
  - 1. All plans, drawings and photographs as may be submitted by the applicant;***  
The scope of work described in this report and illustrated by photographs show the existing conditions and adequately describes the proposed alterations.
  
  - 2. Information presented at a public hearing held concerning the proposed work;***  
Findings and recommendation from Historic Preservation Commission will be presented to the Board of Aldermen as an Action Item scheduled for September 10, 2014.
  
  - 3. The purpose of this Chapter;***  
The information received adequately describes the proposed work in order to determine the appropriateness of the proposed rehabilitation.

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

The project complies with all regulations of the Municipal Code.

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

The historic residence is comprised of two sections: a two-story gable-front portion, with a lower one-story side gable section on the east. There is a group of three Gothic arched windows on the second story, over a bay window on the first story. The overhanging eaves of the house have paired brackets. The one-story gable-front garage is attached on the west side of the house, and currently has a modern appearing garage door (see Figure 1).



**Figure 1.** 261 Church Street, with garage seen on left side of photo.

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

The property was re-evaluated in 2010-2011 and was determined “contributing” to the National Historic Landmark district. **The HPC should review the proposed alterations and evaluate their effect on the historic outbuildings’ potential eligibility.**

**7. *The design standards for the City.***

Section 9. *New Garages and Accessory Structures* in the City of Black Hawk Residential Design Guidelines adopted in 2011 apply to this application. Listed below is the applicable section, and the consultant’s evaluation for compliance of the proposed alterations for 261 Church Street.

**Excerpt from:**

*City of Black Hawk Residential Design Guidelines*  
**9. *New Garages and Accessory Structures***

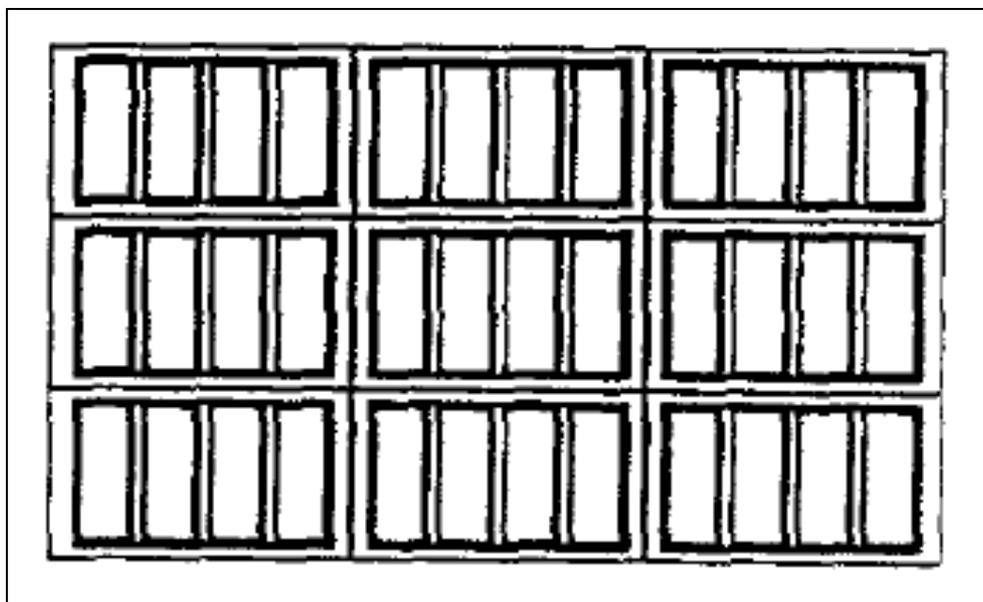
**9.1 *Garages***

**9.1.1. Minimize the visual impacts of garages.**

- d. Garage doors that appear similar to historic carriage house doors are encouraged.**
- e. Use materials and colors for doors that are similar to that of the primary wall surface.**

**Evaluation of proposal’s compliance with Section 9:**

The style of the proposed garage door is seen in Figure 2, and the material is seen in the photo in Figure 3. The garage door is similar to a historic carriage door. Although the material is metal, it has a wood grain and will be “Almond” in color, which is similar to the accent color “Polished Pearl” of the structure. The door will not be painted in the same color scheme as the main house. The proposed alteration meets the intent of Section 9 of the Residential Design Guidelines.



**Figure 2.** Classica Collection, “Northhampton” garage door



**Figure 3.** Photo of Classica collection garage door (note: the proposed garage door will not have windows).

### **CONSULTANT COMMENTS**

The following work requires a Certificate of Appropriateness:

- Install a metal garage door in the existing attached garage. Door will be ordered in “Almond” color and will not be painted to match the house after installation. The color will be similar to the trim color of the house “Polished Pearl”.

The consultant’s evaluation of the proposal finds that the proposed work is in accordance with the City of Black Hawk Residential Design Guidelines and the U.S. Secretary of the Interior’s Standards for Rehabilitation.

### **SUMMARY AND RECOMMENDATION**

The Historic Preservation Commission (HPC) evaluated the application, the comments in the report, and testimony by staff, consultants, and the applicant. The Commission discussed if there was sufficient evidence that the Certificate of Appropriateness application met the intent of the criteria outlined in the Section 16-368 of the *Black Hawk Municipal Code*, and Section 9 of the *City of Black Hawk Residential Design Guidelines*.

The Historic Preservation Commission recommends to the Board of Aldermen **APPROVAL** of the Certificate of Appropriateness for installation of a new garage door at 261 Church Street based on the criteria set forth in the Staff Report dated August 27, 2014. The Certificate of Appropriateness application for 261 Church Street meets the intent of the criteria outlined in

Section 16-368 of the Black Hawk Municipal Code and Section 9 the City of Black Hawk Residential Design Guidelines.

**ATTACHMENTS**

- A: Cultural Resource Evaluation Form

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

1. Current Address: **261 Church Street**
2. Resource Number: **5GL.7.376** 3. NHL Resource Number: **B25-2**
4. Resource Name:
5. Purpose of this current site visit (check as many as apply)

Site is within a current project area  
 Resurvey  
 Update of previous site form(s)  
 Surface collection  
 Testing to determine eligibility  
 Excavation  
 Other

6. Previous Recordings:

<input checked="" type="checkbox"/> 1986 National Park Service Survey	<input checked="" type="checkbox"/> Photograph	
<input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination	No Photographs	<input checked="" type="checkbox"/> Contributing
<input checked="" type="checkbox"/> 1998 Re-survey	<input checked="" type="checkbox"/> Photograph	
<input checked="" type="checkbox"/> 2004 Photo survey	<input checked="" type="checkbox"/> Photograph	
<input type="checkbox"/> Other:	<input type="checkbox"/> Photograph	

7. Exterior alterations since 1986: **Metal railing added to front entry stairs. 1996 – historic preservation alteration, permit valuation \$25,200. 2000 – windows replaced (\$7,200). 2000-2001 – new gutters & downspouts (\$1,085 & \$1,950). 2001 – repaired garage walls (\$14,500). 2008 – repaired damage from tractor impact, valuation \$24,000.**

8. Additional historical background : **Construction date: ca. 1877. Several houses were built on Church Street in the late 1870s. In 1877, the local newspaper noted that “Church street, Black Hawk, is looking up. Johnnie Pursel has a neat frame residence nearly completed, while Z. Myres [sic] and Wm. German are both grading for the purpose of building. The former will build a brick, and the latter is undecided whether he will build a brick or frame. M.F. Bebee is also grading a lot on the same street.”<sup>i</sup> “But as always, in Black Hawk, the builders were carefully watching the discards from the homebuilding process: “Yesterday John T. Purcel, while making an excavation for a cellar to the rear of his new house on Church street, discovered a lode. Some nice specimens have been taken therefrom.” House roof is visible in late 1870s historic photographs, and present by 1886 Sanborn.**

1877 Construction date  Estimate from 1986 NPS Survey  New estimate

Sources of information: **Black Hawk: the Rise and Fall of a Colorado Mill town (Baker)**

Sanborn Maps

1886  
 1890  
 1895  
 1900

Current Address: **261 Church Street**

(page 2 of 2)

Resource Number: **5GL.7.376**

NHL Resource Number: **B25-2**

9. Changes to Location or Size Information: **Attached garage was built after period of significance, but is present in 1986 survey and at the time of the NHL designation.**

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

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

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

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

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

15. Photograph Types and Numbers: **Digital, <.jpg> format. 261 Church-2.JPG, Church-5.JPG**

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

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

18. Date(s): **January 4, 2010**

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

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

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

Current Address: **261 Church Street**  
Resource Number: **5GL.7.376**  
NHL Resource Number: **B25-2**

Continuation Sheets

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



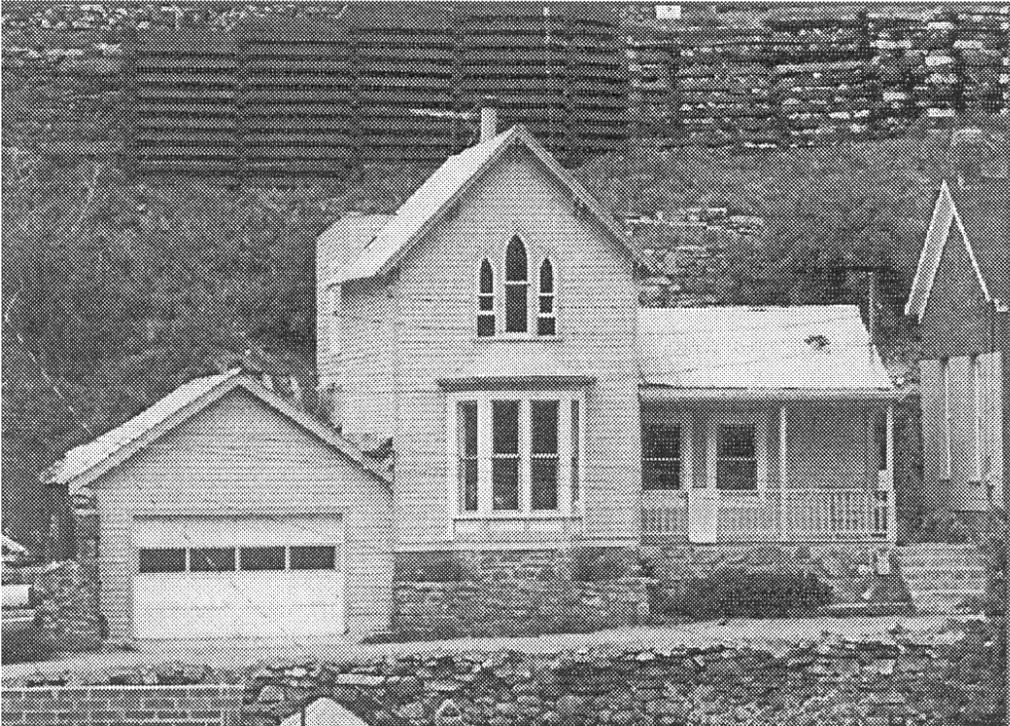
Current Address: **261 Church Street**  
Resource Number: **5GL.7.376**  
NHL Resource Number: **B25-2**

Continuation Sheets

2004 Photograph



1998 Resurvey Photograph



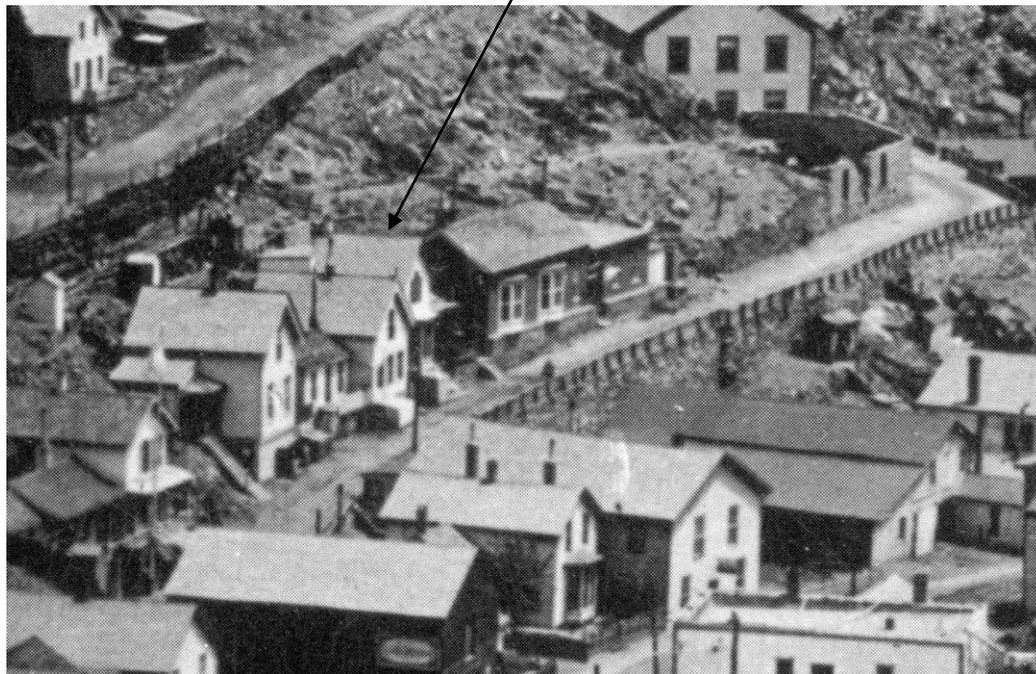
Current Address: **261 Church Street**  
Resource Number: **5GL.7.376**  
NHL Resource Number: **B25-2**

Continuation Sheets

1986 Survey Photograph



Historic photograph



Ca. late 1890s

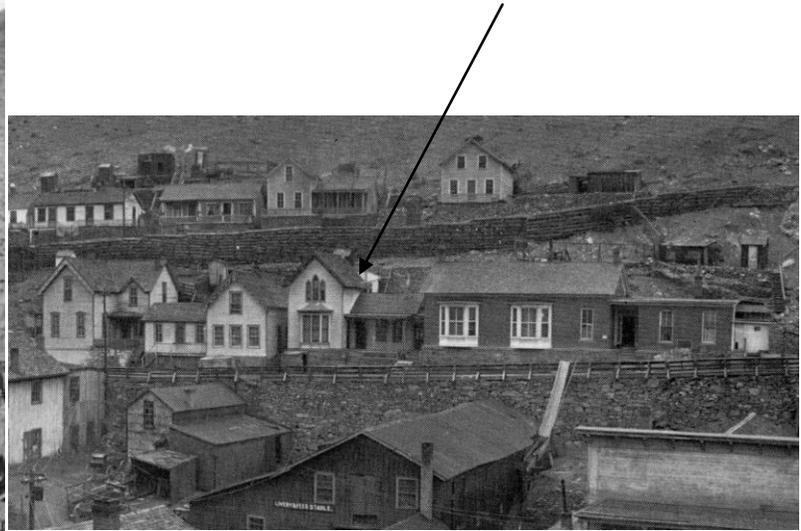
Current Address: **261 Church Street**  
Resource Number: **5GL.7.376**  
NHL Resource Number: **B25-2**

Continuation Sheets

Historic photographs

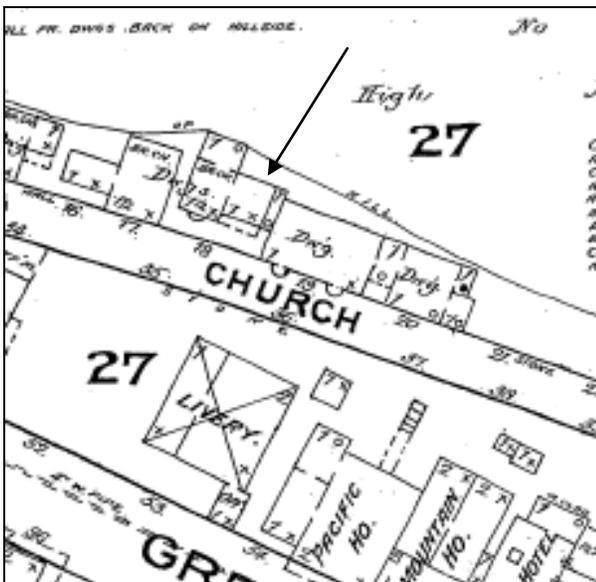


Ca. 1880s



Ca. 1910

1886 Sanborn Map



1900 Sanborn Map



**RESOLUTION 67-2014**  
**A RESOLUTION**  
**APPROVING A MINOR**  
**AMENDMENT TO THE**  
**CERTIFICATE OF**  
**APPROPRIATENESS TO**  
**ALLOW CONSTRUCTION**  
**OF A NEW SHED FOR THE**  
**PROPERTY AT 301 CHASE**  
**STREET**

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

**Resolution No. 67-2014**

**TITLE: A RESOLUTION APPROVING A MINOR AMENDMENT TO THE  
CERTIFICATE OF APPROPRIATENESS TO ALLOW CONSTRUCTION  
OF A NEW SHED FOR THE PROPERTY AT 301 CHASE STREET**

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

**Section 1.** The City Council hereby determines to approve a Minor Amendment to the  
Certificate of Appropriateness to allow construction of a new shed for the property located at 301  
Chase Street.

RESOLVED AND PASSED this 10<sup>th</sup> day of September, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk



BLACK HAWK<sup>®</sup>

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

**CITY COUNCIL MEETING:**

September 10, 2014

**SUBJECT:**

The approval of a Minor Certificate of Appropriateness (COA) for construction of a new shed at 301 Chase Street.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The applicant, Larry Linker, is requesting a Minor Amendment to the Certificate of Appropriateness approved by City Council May 8, 2013 through Resolution No. 22-2013, for construction of a small shed on the southwest corner of the property at 301 Chase Street. The proposed 8' x 8' shed is less than 200 square feet, and thus does not require a building permit. In the 1991 National Historic Landmark nomination, the house at 301 Chase was counted as a "contributing" feature to the historic district.

**RECOMMENDATION:**

As the proposed shed is less than 200 square feet, it does not require a building permit or site development plan. The applicant is requesting a Minor Amendment to the Certificate of Appropriateness approved by City Council May 8, 2013 through Resolution No. 22-2013. City Council shall consider the application regarding whether to approve, conditionally approve or deny a Minor Amendment.

The Historic Preservation Commission recommends to the Board of Aldermen ***CONDITIONAL APPROVAL*** of the Minor Amendment to the Certificate of Appropriateness for construction of a new shed for the property at 301 Chase Street based on the criteria set forth in the staff report dated August 25, 2014. The Minor Amendment to the Certificate of Appropriateness application for 301 Chase Street will meet the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code, and City of Black Hawk Residential Design Guidelines when the following condition is met:

1. Rusted metal or galvanized tin to be treated after construction

**RESOLUTION DATE:**

September 10, 2014

**ORIGINATED BY:**

Larry Linker, Property Owner

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker, CP&D Administrator

**DOCUMENTS ATTACHED:**

Staff Report, Application

**CITY ATTORNEY REVIEW:**

Yes  No  N/A  
INITIALS \_\_\_\_\_

**SUBMITTED BY:**

Cynthia L. Linker 09/02/14  
Cynthia Linker, CP&D Administrator

**REVIEWED BY:**

Jack D. Lewis 09-04-2014  
Jack D. Lewis, City Manager

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

Date Prepared: August 25, 2014  
Meeting Date: September 10, 2014

**STAFF REPORT:**

**For:** City Council  
**Project:** Minor Amendment to Certificate of Appropriateness for construction of a shed  
**Property Address:** 301 Chase Street  
**Property Owner:** Larry Linker  
**Zoning:** Historic Residential (HR)  
**Prepared by:** Deon Wolfenbarger, Historic Preservation Consultant  
**Reviewed by:** Cynthia Linker, City of Black Hawk, CP&D

---

**BACKGROUND:**

The applicant, Larry Linker, is requesting a Minor Amendment to the Certificate of Appropriateness approved by City Council May 8, 2013 through Resolution No. 22-2013, for construction of a small shed on the southwest corner of the property at 301 Chase Street. The proposed 8' x 8' shed is less than 200 square feet, and thus does not require a building permit. In the 1991 National Historic Landmark nomination, the house at 301 Chase was counted as a "contributing" feature to the historic district.

**EVALUATION:**

**APPLICABLE CITY OF BLACK HAWK REGULATIONS**

**Excerpt from:**

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

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

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

The application and information submitted by the applicant adequately describes the proposed work in order to determine the appropriateness of the proposed Minor Amendment to the

existing Certificate of Appropriateness (see Attachment A). The proposed work will be located on a parcel that has been vacant for decades and would not affect the district in any manner. This project complies with all regulations of the Municipal Code.

**Excerpt from:**

***City of Black Hawk Residential Design Guidelines***

The *City of Black Hawk Residential Design Guidelines* state that the visual impact of new accessory structures should be minimized. This can be accomplished by:

- a) generally setting the structures at the rear of the lot;
- b) having the new accessory structure subordinate in size and scale to the house and garage;
- c) having materials compatible with those found in the primary structure and throughout the district.

Although the shed is not located at the rear of the lot, it is located on one side and does not negatively impact the visual character of the district or any adjoining historic residences. The size is clearly subordinate to adjoining historic residences. Finally, the galvanized tin and cedar trim are compatible with other historic outbuildings and mining structures in Black Hawk.

Any new outbuilding that is substantial in size would count as non-contributing to the historic district, even though it may not have a negative impact on the historic character of the historic district. In this instance, the shed is so small that it would not even be included in a resource count. Therefore, the construction of this shed would not negatively impact the overall district or the contributing status of the residence at 301 Chase.

**SUMMARY AND RECOMMENDATION:**

As the proposed shed is less than 200 square feet, it does not require a building permit or site development plan. The applicant is requesting a Minor Amendment to the Certificate of Appropriateness approved by City Council May 8, 2013 through Resolution No. 22-2013. City Council shall consider the application regarding whether to approve, conditionally approve or deny a Minor Amendment.

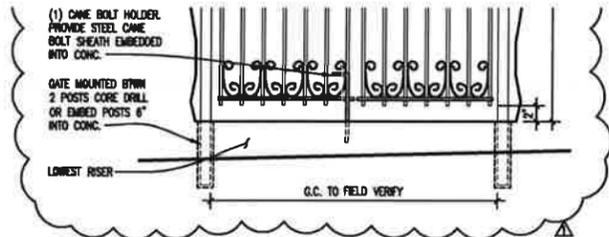
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1. Rusted metal or galvanized tin to be treated after construction

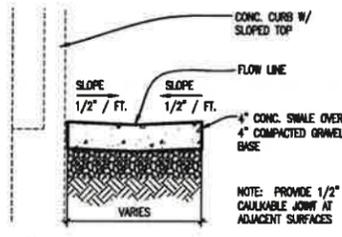
**ATTACHMENTS:**

A: Application

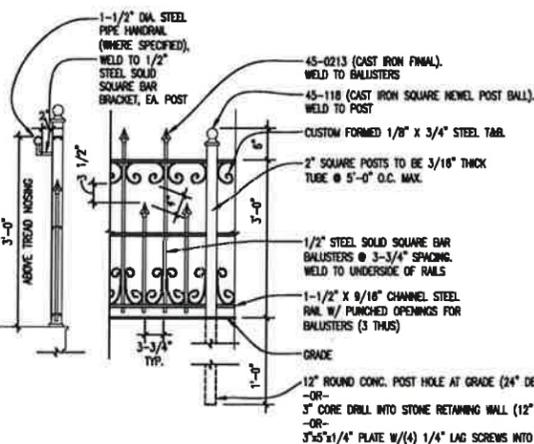
# SITE PLAN



**4 ORNAMENTAL METAL GATE ON TREAD**  
3/4" = 1'-0"

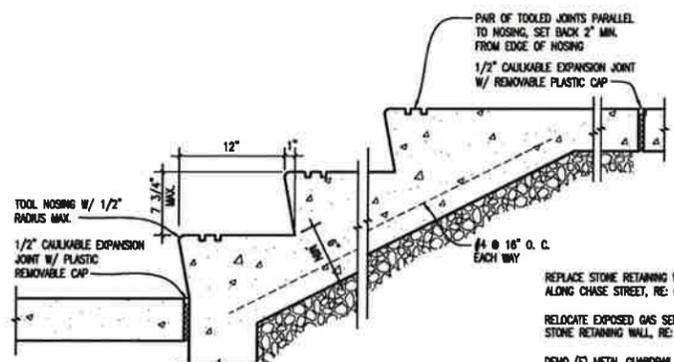


**2 CONC. SWALE DETAIL**  
3/4" = 1'-0"



**4 ORNAMENTAL METAL GUARDRAIL**  
3/4" = 1'-0"

- GUARDRAIL NOTES:**
1. POSTS, BALLUSTERS, AND HORIZ. RAILS TO BE STEEL. CAST IRON PRESSIES ARE BY KING ARCHITECTURAL METALS.
  2. ALL COMPONENTS TO BE POWDER COATED BLACK (SHOP PAINTED W/ FIELD TOUCH-UPS USING POLYURETHANE PAINT). EQUALLY SPACE POSTS ALONG STRAIGHT RUNS.
  3. WHEN ON SLOPING GRADE, GUARDRAIL TO BE INSTALLED W/ POSTS + PICKETS VERT. AND HORIZ. RAILS TO FOLLOW THE SLOPE.



**3 TYP. CONCRETE STEPS**  
3/4" = 1'-0"

3281 Revelt St.  
Wood Ridge, CO 80033  
Jeff Helm, P.E.  
P: (303) 238-0738  
C: (303) 324-1700  
johney@pehcat.net

P: (720) 328-1388  
hcothar@blomstudios.com

- ABBREVIATIONS KEY**
- A.C. = ABOVE COUNTER
  - APPROX. = APPROXIMATELY
  - BTWN = BETWEEN
  - C.I. = CONTINUOUS INSULATION
  - CONC. = CONCRETE
  - CONT. = CONTINUOUS
  - DEMO = DEMOLISH
  - DH = DOUBLE HUNG
  - DN = DOWNER
  - D.S. = DOWNSPOUT
  - (E) = EXISTING
  - EA = EACH
  - ELEC. = ELECTRIC
  - EM = ELECTRIC METER
  - EP = ELECTRIC PANEL
  - F.D. = FLOOR DRAIN
  - F.F. = FINISHED FLOOR
  - FG = FIBERGLASS BATT
  - FND. = FOUNDATION
  - GA = GAGE
  - G.C. = GENERAL CONTRACTOR
  - GL. = GALVANIZED IRON
  - GM = GAS METER
  - GYP. BD. = GYPSUM BOARD
  - H.B. = HOSE BIB
  - HT. = HEIGHT
  - I.G.L.U. = INSULATED GLASS UNIT
  - MFR. = MANUFACTURER
  - MIN. = MINIMUM
  - (N) = NEW
  - O.C. = ON CENTER
  - PNT. = PAINT
  - P.T. = PRESSURE TREATED
  - RE. = REFERENCE
  - REF. = REFRIGERATOR
  - REQ'D. = REQUIRED
  - R.O. = ROUGH OPENING
  - RS = NUMBER OF SHELVES
  - S&R = SHELF AND ROD
  - SM. = SIMILAR
  - SQ. = SQUARE
  - T = TELEPHONE
  - TC = TRASH COMPACTOR
  - T&G = TONGUE AND GROOVE
  - T.O.W. = TOP OF WALL
  - TYP. = TYPICAL
  - UNL.D. = UNLESS NOTED OTHERWISE
  - WRB = WEATHER RESISTIVE BARRIER

MECHANICAL + PLUMBING	
M201	MECHANICAL PLAN
P201	PLUMBING PLAN
MP400	MECHANICAL SPECS
MP401	MECHANICAL DETAILS AND SCHEDULES
MP402	MECHANICAL PIPING DIAGRAM

ELECTRICAL	
E201	ELECTRICAL FLOOR PLANS AND SITE PLAN
E400	ELECTRICAL LEGEND, ONE-LINE AND SCHEDULES

**CODE ANALYSIS**  
**HISTORIC BUILDING**

PER IBC SECTION 201, THE PROPERTY IS A HISTORIC BUILDING CERTIFIED AS A CONTRIBUTING RESOURCE WITHIN A LOCALLY DESIGNATED HISTORIC DISTRICT.

EXPRESS WINDOW PER IBC 104.10, ADMINISTRATIVE REVIEW HAS APPROVED THE REUSE OF (E) HISTORIC WINDOW OPENINGS FOR EGRESS WITH INSTALLATION OF NEW, NON-COMPLIANT WINDOWS. 5/28/2013.

**IECC COMPLIANCE**

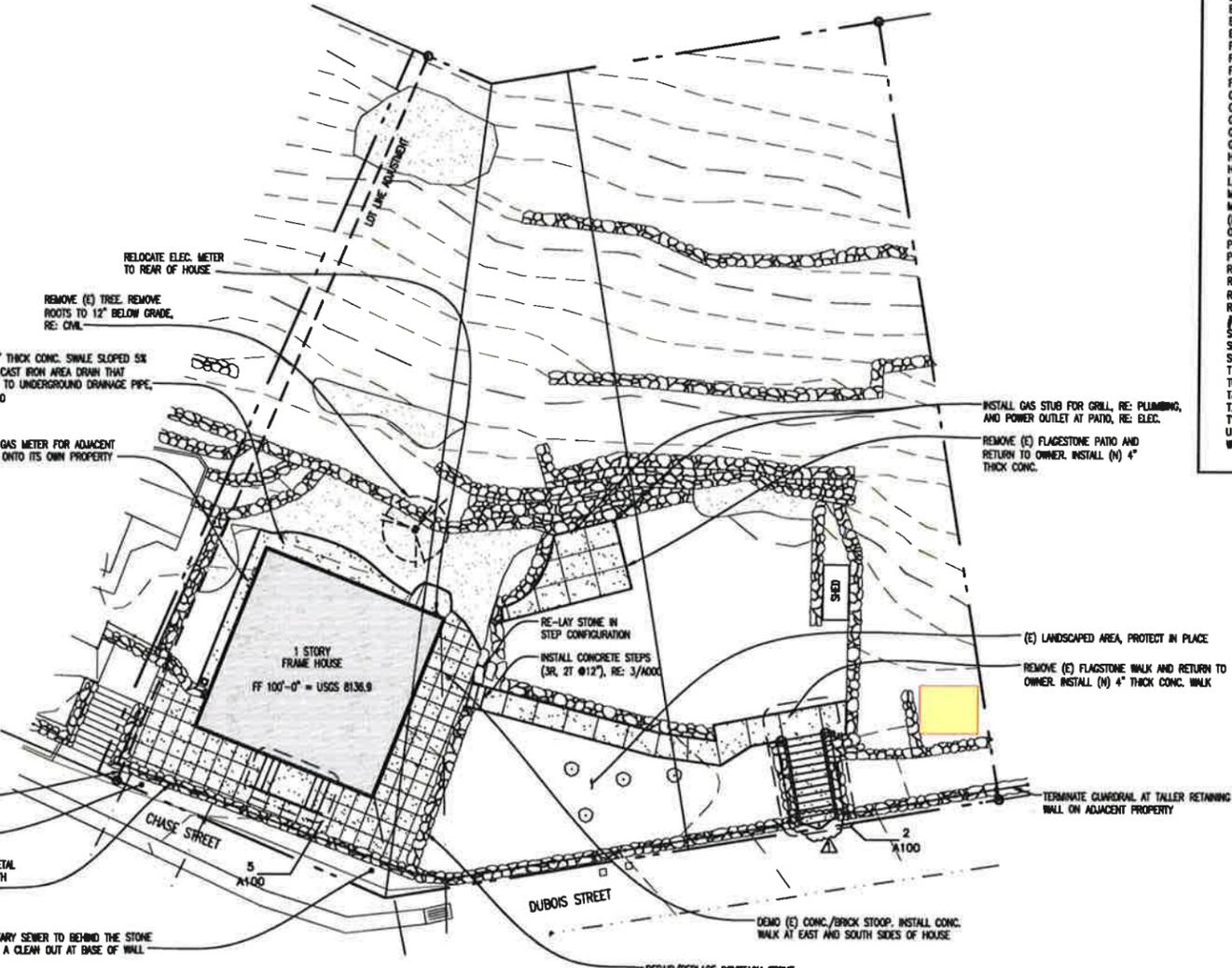
- 2006 IECC MINIMUM REQUIREMENTS AS FOLLOWS:
- CLIMATE ZONE: 5B
  - EXTERIOR WALL: R-20 OR R-13+5 C.I.
  - ROOF/CEILING: R-38
  - FLOOR: R-30
  - SLAB FLOOR: R-10
  - BASEMENT WALL: R-13 OR R-10 C.I.
  - CRACKSPACE WALL: R-10 C.I.
  - WINDOW/GLAZING: U-VALUE - 0.35
  - SKYLIGHT: U-VALUE - 0.80

**ENERGY COMPLIANCE** PER IECC 101.4.3

THE SLOPED CEILINGS OF THE SECOND FLOOR NEED NOT MEET THE REQUIRED THERMAL VALUE, SO LONG AS THE CAVITY IS FILLED W/ INSULATION.

**SITE PLAN GENERAL NOTES**

1. SEE ARCHITECTURAL FLOOR PLAN FOR ADDITIONAL DETAIL OF FRONT YARD FENCING, DECKING, AND FLATWORK.
2. RESTORE ALL DISTURBED GRADING. PROVIDE EROSION CONTROL MATS. SEED W/ LOW WATER DEMAND NATIVE GRASS MIX. RE: CIVIL.
3. REPAIR/REPLACE ALL HARD CONC. SURFACES REMOVED/DAMAGED TO ALLOW INSTALLATION OF FND.
4. INSTALL UNDERGROUND DRAINAGE SYSTEM FOR ROOF AND SITE DRAINAGE. RE: CIVIL.



REVISIONS	
NO.	DATE
1	1/4/2013
2	1/12/2013
3	1/22/2013
4	2/13/2013
5	2/13/2013
6	2/13/2013
7	2/13/2013
8	2/13/2013
9	2/13/2013
10	2/13/2013

**PEH ARCHITECTS**  
1319 Spruce Street Suite 207  
Boulder, CO 80302  
303-442-0408, fax: 303-447-1905  
e-mail: pehelnz@peharchitects.com

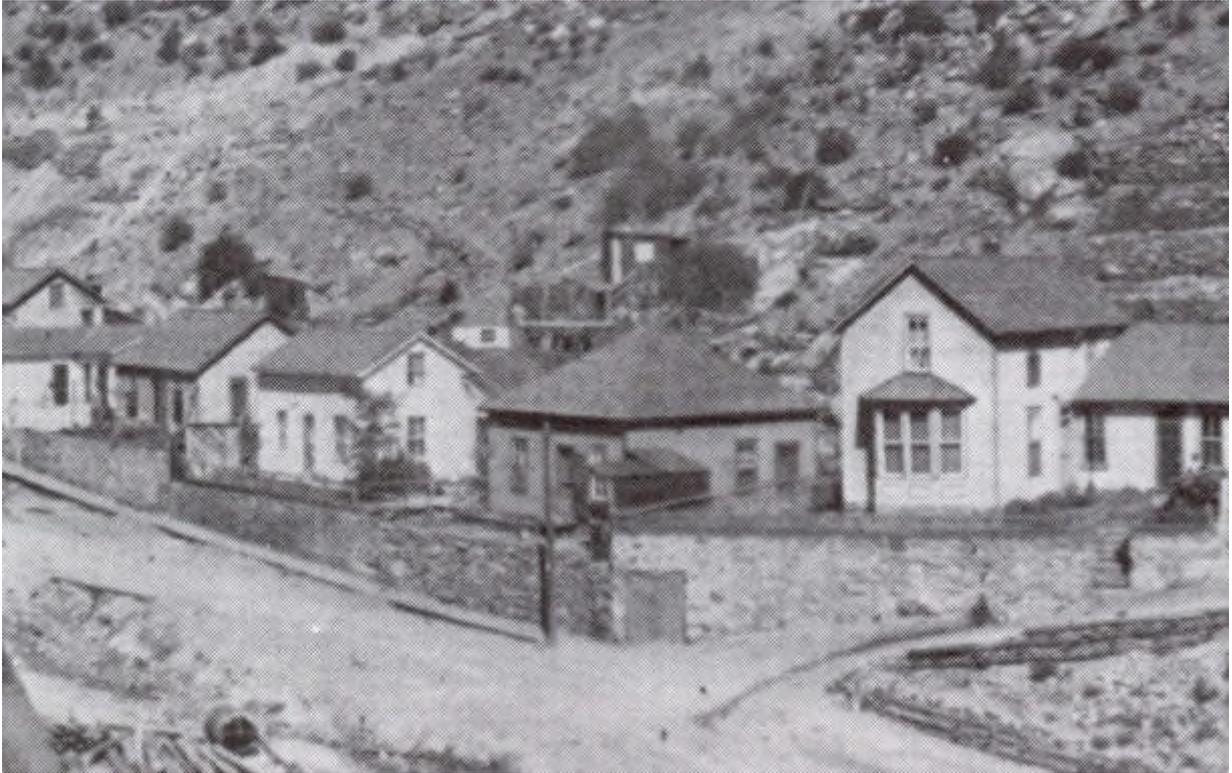
**301 CHASE STREET REHABILITATION**  
BLACK HAWK, COLORADO

**COVER SHEET AND SITE PLAN**

PROJECT:	2013.03	DRYER NUMBER:	A000
DATE:	1/4/2013		
DRAWN BY:	TOP		
CHECKED BY:	PEH		

# PHOTOGRAPHS

**301 Chase Street Photographs**  
*Historic photograph*



**Ca. 1910**

*Existing conditions*



**Looking NE from Chase Street**

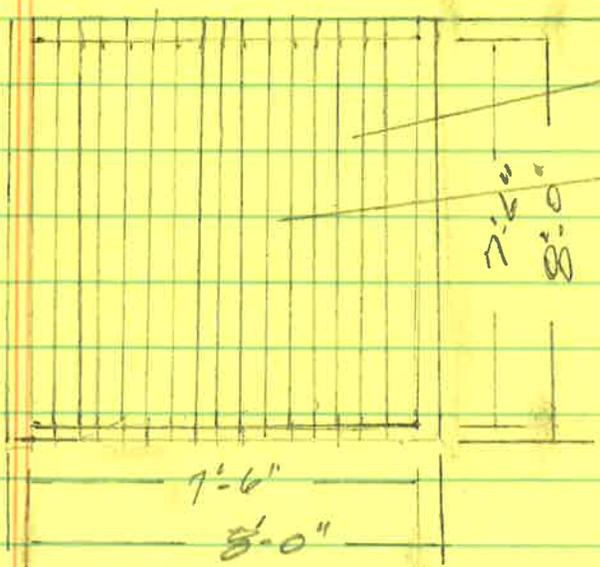


**Looking NE from SE corner of house**



**Looking east. Arrow indicates approximate location of greenhouse (behind stone wall)**

# SKETCH AND NARRATIVE



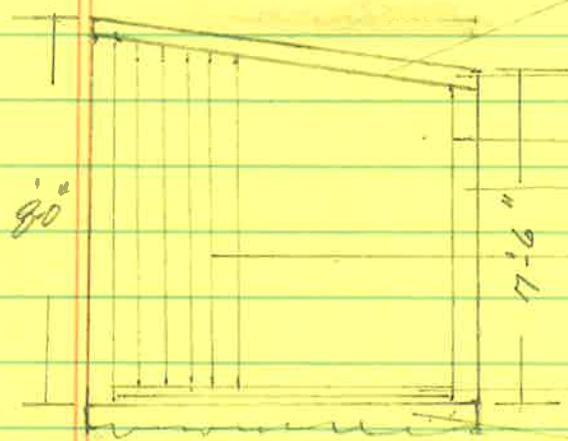
Roof

galvanized Tin or rust Tin

7'-6"  
8'-0"

7'-6"  
8'-0"

2x6 R/sawn cedar attached to 2x6 Framing.



2x6 joists

East wall

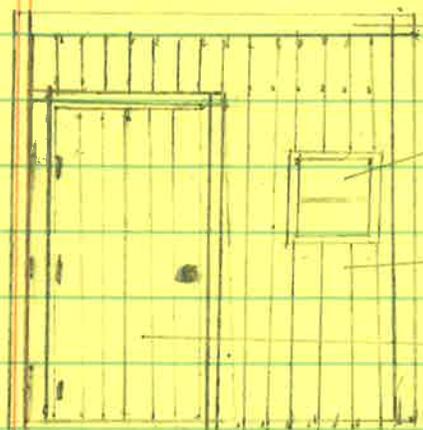
2x4 cedar trim R/sawn

Tin

2x4 weather proof sill plate +  
2x4 Fir Framing  
Concrete Slab on grade

8'-0"

7'-6"



2x6x96" R/sawn cedar

18" x 18" window

galvanized Tin or rust tin

1x6x72" R/sawn cedar

Shed will be 8'-0" x 8'-0" on concrete slab

## NARRATIVE

### PROPOSED 8' X 8' SHED 301 CHASE STREET, BLACK HAWK, CO

#### Roof/Siding:

- Galvanized corrugated metal or rusted metal



**Trim:**

- **2 x 6 Rough Sawn Cedar – Stained dark**

**Door:**

- **1” x 6” x 72” Rough Sawn Cedar**



**Window:**

- **Operable 18” x 18”**
- **Exterior Metal with Interior Vinyl**
- **Trimmed in Rough Sawn Cedar**

**Miscellaneous:**

- **No excavation will take place, as the shed will sit on an existing concrete slab**
- **Floor area does not exceed 200 square feet. Therefore, work is exempt from a building permit.**
- **No site development plan is required.**

**EXAMPLE OF  
SIMILAR CONSTRUCTION**



# CULTURAL RESOURCE SURVEY

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

1. Current Address: **301 Chase**
2. Resource Number: **5GL.7.443** 3. NHL Resource Number: **B16-2**
4. Resource Name:
5. Purpose of this current site visit (check as many as apply)
- Site is within a current project area
- Resurvey
- Update of previous site form(s)
- Surface collection
- Testing to determine eligibility
- Excavation
- Other
6. Previous Recordings:
- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> 1986 National Park Service Survey          | <input checked="" type="checkbox"/> Photograph |  |
| <input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination | No Photographs                                 | <input checked="" type="checkbox"/> Contributing |
| <input checked="" type="checkbox"/> 1998 Re-survey                             | <input checked="" type="checkbox"/> Photograph |  |
| <input checked="" type="checkbox"/> 2004 Photo survey                          | <input checked="" type="checkbox"/> Photograph |  |
| <input type="checkbox"/> Other:  | <input type="checkbox"/> Photograph            |  |
7. Exterior alterations since 1986: **1996 – Historic preservation, permit valuation \$16,212.69, included new deck balustrade. 2008 - Rock wall demolished.**
8. Additional historical background: **Sanborn maps do not cover this far west on Chase Street. This house is visible in historic photographs purportedly from ca. 1910, which show a small shed attached on the SE corner of the house. Deed research may reveal a more accurate construction date.**

Ca. 1890 Construction date  Estimate from 1986 NPS Survey  New estimate

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

Sanborn Maps

1886

1890

1895

1900

Current Address: **301 Chase**  
Resource Number: **5GL.7.443**  
NHL Resource Number: **B16-2**

(page 2 of 2)

9. Changes to Location or Size Information: **None.**
10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:  
Contributing  Non contributing  Need data
11. National Register - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
12. Is there National Register district potential? Yes  No   
Discuss: **This would be a contributing building to a potential district**
13. Local Designation - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
14. Is there Local district potential? Yes  No   
Discuss: **This would be a contributing building to a potential district**
15. Photograph Types and Numbers: **Digital, <.jpg> format. 301 Chase-1.JPG, 301 Chase-2.JPG**
16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**
17. Recorder(s): **Deon Wolfenbarger**
18. Date(s): **May 17, 2010**
19. Recorder Affiliation: **Three Gables Preservation**
20. Attachments  
(check as many as apply)  
 Photographs  
 Site sketch map  
 U.S.G.S. map photocopy  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_
21. Official determination  
(OAHF USE ONLY)  
 Determined Eligible  
 Determined Not Eligible  
 Need Data  
 Nominated  
 Listed  
 Contributing to N.R. District  
 Not Contributing to N.R. Dist

Current Address: **301 Chase**  
Resource Number: **5GL.7.443**  
NHL Resource Number: **B16-2**

Continuation Sheets

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



Current Address: **301 Chase**  
Resource Number: **5GL.7.443**  
NHL Resource Number: **B16-2**

Continuation Sheets

2004 Photograph



1998 Resurvey Photograph



1986 Survey Photograph



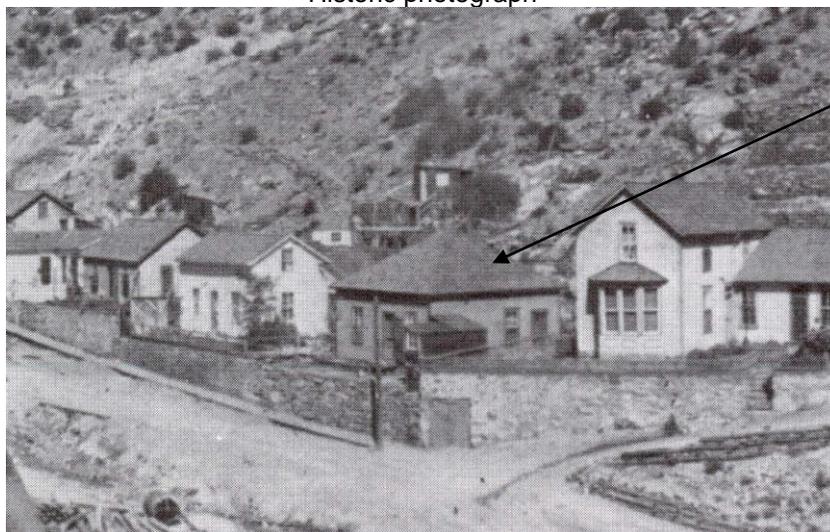
Current Address: **301 Chase**  
Resource Number: **5GL.7.443**  
NHL Resource Number: **B16-2**

Continuation Sheets

Gilpin Assessor's Photographs



Historic photograph



Ca. 1910

**RESOLUTION 68-2014**  
**A RESOLUTION**  
**APPROVING THE**  
**TEMPORARY**  
**CONSTRUCTION**  
**EASEMENT BETWEEN**  
**THE CITY OF BLACK**  
**HAWK AND PUBLIC**  
**SERVICE COMPANY OF**  
**COLORADO, A**  
**COLORADO**  
**CORPORATION**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 68-2014

**TITLE: A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF BLACK HAWK AND PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION**

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

**Section 1.** The Temporary Construction Easement between the City of Black Hawk and Public Service Company of Colorado, a Colorado Corporation, 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 10<sup>th</sup> day of September, 2014.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa Greiner, City Clerk

## TEMPORARY CONSTRUCTION EASEMENT (the "Easement")

The undersigned ("**Grantor**"), for good and valuable consideration, the receipt and adequacy of such consideration being acknowledged, grants, sells conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation ("**Grantee**"), its successors and assigns, a temporary easement for (i) access, (ii) construction work areas/work sites, and (iii) storage of materials and equipment, on, over and across the following described property located in the Northwest 1/4 of Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian in the City of Black Hawk, County of Gilpin, State of Colorado, described on **Exhibit A**, attached and incorporated by this reference (the "**Temporary Easement Area**").

Together with full right and authority to Grantee, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be useful or required in the construction, alteration, maintenance or repair by Grantee of utility improvements, located or to be located, on real property owned by Grantee, or on property that is subject to an easement for the benefit of Grantee.

Grantee acknowledges that there are numerous trees on the Grantors easement that will necessarily be removed to perform and complete the work. Grantee agrees to complete the replacements in accordance with the attached **Exhibit B**. All replacement trees shall be of the type indicated on the exhibit, be healthy and from a reputable greenhouse or tree farm and come with a 2 year warranty. Trees shall be planted and staked by the Grantee at the locations shown on Exhibit B and in a method that meets Colorado Nursery Act Standards. All replacement trees shall be a minimum one and one half inch(1 1/2) caliper.

It is understood that this is a temporary easement, which shall expire six months after the commencement of the construction of the alteration, maintenance or repair of the utility improvements. Such expiration shall have no effect on Grantee's permanent easement, if any, over which said utility improvements are to be constructed or installed. Prior to the expiration of the term of this Easement, Grantee shall restore the surface of the Temporary Easement Area which is disturbed by Grantee's exercise of its rights under this Easement to as near to as near a condition as existed prior to Grantee's entry on the Easement Area as is reasonably practicable.

The provisions of this Easement shall run with, be binding on and burden the Temporary Easement Area and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee. "Grantor" shall include the singular, plural, feminine, masculine, and neuter.

This Easement incorporates all agreements and stipulations between Grantor and Grantee as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement. This Easement may not be amended, modified or supplemented except in writing executed by both an authorized representative of Grantee (or its successor or assign, if applicable) and the then current owner of the Temporary Easement Area. No waiver by Grantee of any provision hereof, nor any

approval of Grantee required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Grantee.

This Easement consists of the document entitled "Temporary Construction Easement", and an exhibit containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Grantee, and no Addendum shall be effective and binding upon Grantee unless executed by an authorized representative of Grantee.

All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to Grantee: Public Service Company of Colorado  
1123 West Third Avenue  
Denver, CO 80223  
Attention: Right of Way & Permits  
PSCo Doc No. \_\_\_\_\_

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Grantor: \_\_\_\_\_  
City of Black Hawk  
Public works Director  
P.O. Box 68  
Black Hawk, CO 80422

Grantee or Grantor may change its address by giving notice to the other as provided for above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR: City of Black Hawk**

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF Colorado )  
 )ss  
COUNTY OF GILPIN )

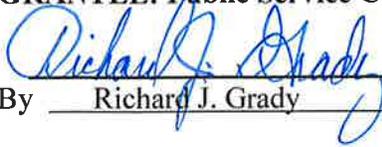
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_ as \_\_\_\_\_ for the City of Black Hawk a \_\_\_\_\_  
Colorado Municipal Corporation

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GRANTEE: Public Service Company of Colorado, a Colorado Corporation**

  
By Richard J. Grady

Title Manager

STATE OF Colorado )  
 )ss  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Richard J. Grady as Manager, Siting and Land Rights, right of Way and Permits Department for Public Service Company of Colorado, a Colorado Corporation

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A - CITY OF BLACK HAWK  
TEMPORARY USE AREAS – PARCEL A, PARCEL B AND PARCEL C**

Three parcels of land, Parcel A, Parcel B and Parcel C, lying in the northwest one-quarter (NW1/4) of Section 18, Township 3 South, Range 72 West, of the 6th Principal Meridian, County of Gilpin, State of Colorado, being a portion of Lot 3, Block 1, MINERS MESA SUBDIVISION FILING NO.4, Gilpin County Records, described as follows:

**PARCEL A**

Beginning at the point of intersection of the northerly line of said Lot 3 and that 20' wide PSCO Easement described in Reception Number 131452, Gilpin County Records;

thence S75°07'01"E, 425.06 feet, along said north line;  
thence S14°52'59"W, 200.00 feet;  
thence N75°07'01"W, 386.23 feet;  
thence S10°56'36"W, 329.82 feet;  
thence S81°15'03"W, 261.20 feet;  
thence S00°40'11"W, 162.77 feet, to the north line of that Access Easement described in Book 640, Page 254, Gilpin County Records;  
thence N69°21'29"W, 26.60 feet, along said north line, to the east line of that 20' wide PSCO Easement described in Reception Number 137190, Gilpin County Records;  
thence N00°40'11"E, 174.88 feet, along said east line;  
thence N81°15'03"E, 264.79 feet, along the south lines of said 20' wide PSCO Easements;  
thence N10°56'36"E, 514.41 feet, along said east line of Reception Number 131452, to the Point of Beginning.

Parcel A contains 102,475 square feet (2.353 acres) more or less.

**PARCEL B**

Beginning at the westerly corner of said Reception Number 137190, from which the northwesterly corner of said Lot 3 bears N31°00'08"E, 632.69 feet:

thence N00°40'11"E, 10.14 feet;  
thence N81°15'03"E, 269.58 feet, to the west line of said Reception Number 131452;  
thence S10°56'36"W, 10.62 feet, along said west line;  
thence S81°15'03"W, 267.66 feet, along the north lines of said 20' wide PSCO Easements, to the Point of Beginning.

Parcel B contains 2,685 square feet (0.062 acres) more or less.

**PARCEL C**

Beginning at the southwest corner of said Reception Number 137190;

thence N89°37'46"W, 10.84 feet;  
thence N23°02'55"E, 155.43 feet, to the west line of said Reception Number 137190;  
thence S00°40'11"W, 26.27 feet, along said west line;  
thence S23°02'55"W, 126.96 feet, along said west line;

Parcel C contains 1,410 square feet (0.032 acres) more or less.

S:\survey land projects r2\_\(PSCOC 128279-1.0) Miners Mesa GROUND\TUA - Black Hawk.docx

All together Parcels A, B and C contain 106,575 square feet (2.447 acres) more or less.

As shown and described on Exhibit A Sheet 3 of 3 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the northerly line of said Lot 3, which is assumed to bear S75°07'01"E, as shown on the attached illustration.

The author of this description is Norman L. Simonson, PLS 28288, prepared on behalf of SEH, 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on July 9, 2014, under Job No. 128279-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

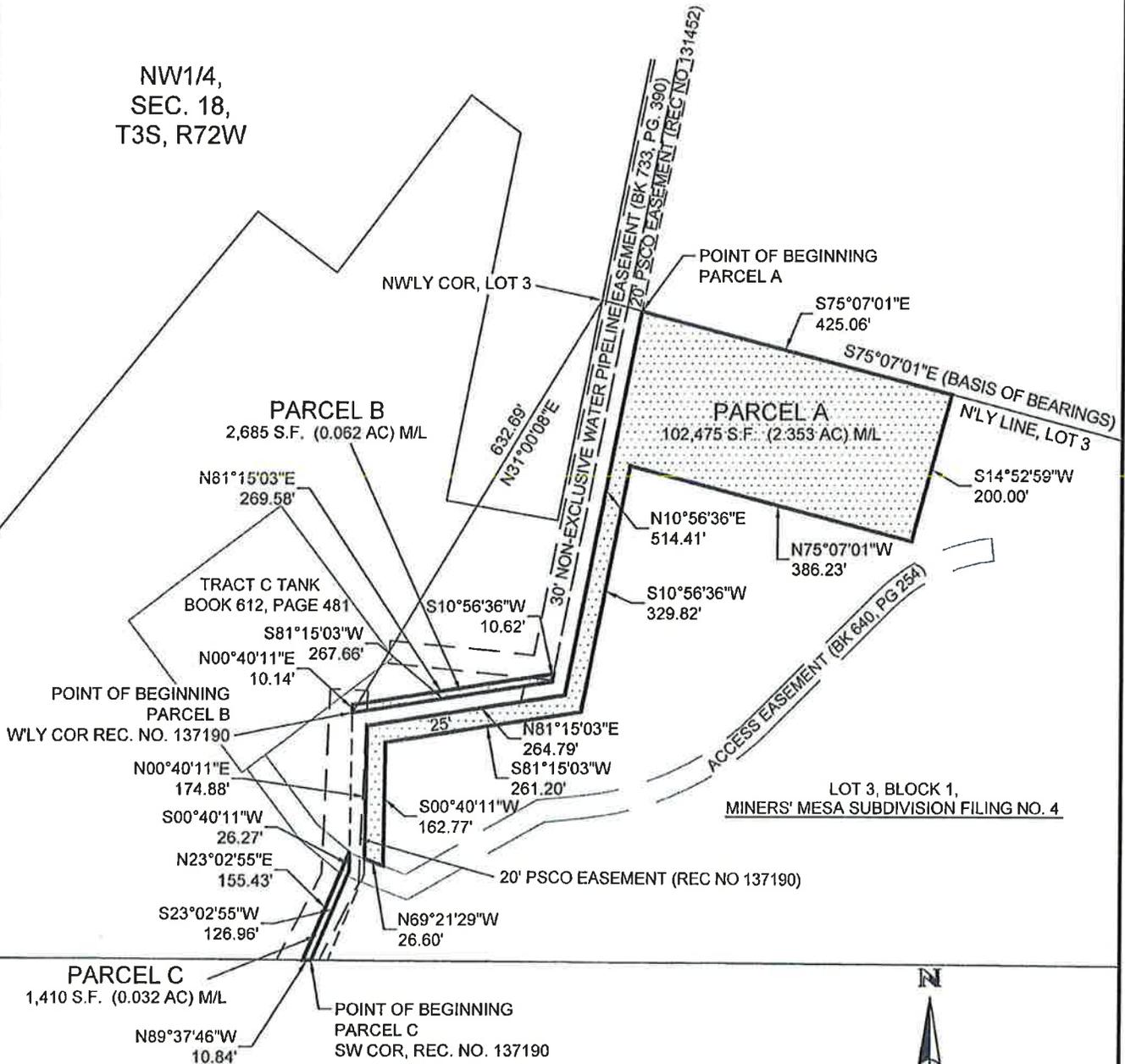


Norman L. Simonson, PLS 28288

# EXHIBIT A - CITY OF BLACK HAWK TEMPORARY USE AREAS - PARCELS A, B & C

SHEET 3 OF 3

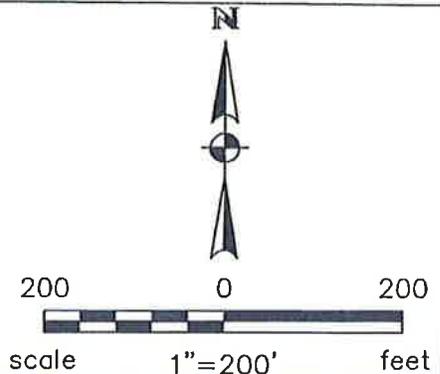
NW1/4,  
SEC. 18,  
T3S, R72W



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12640 West Cedar Drive  
Suite F  
Lakewood, Colorado 80228  
Phone: 303-586-5800  
FAX: 303-586-5801  
www.sehinc.com



## **EXHIBIT B**

### **Public Service Company of Colorado 6-inch Natural Gas Pipeline Central - City to Dory Hill Lateral – B**

The intent of this exhibit is to document issue resolutions both proposed and previously discussed with the City of Black Hawk (City), relating to Public Service Company of Colorado's (PSCo) construction of the proposed 6" Natural Gas Pipeline Central City to Dory Hill Lateral – B (Lateral).

Resulting from population growth, planned casino expansions, and new commercial businesses in Black Hawk, CO, it was determined that additional gas capacity is needed to supply the near-term and anticipated future area demands. The 6" Natural Gas Pipeline Central City to Dory Hill Lateral - B project is the first of three planned reinforcements to supply the forecasted gas demands for the City and vicinity into the future.

Below are project specific issues and proposed resolutions from our previous discussions for installation of the 6" natural gas Pipeline

#### **Site Restoration & Revegetation:**

During initial site preparation, topsoil shall be salvaged in all areas to be disturbed and stored within the right-of-way and/or temporary use areas. Upon completion of construction, the disturbed area shall be graded, leaving it free from foreign materials. Topsoil will be redistributed and reseeded to areas disturbed by construction. Seed mix shall be specified to the City's preference.

#### **Trench Spoil Pile:**

The spoil pile resulting from open-cut trenching operations shall be placed adjacent and parallel to the pipeline trench. For locations where spoil placement is requested along the existing waterline's right-of-way, the spoil pile shall be a minimum of 10 feet away from waterline appurtenances, including underground vaults, access manholes, valves, vent pipes, and fire hydrants.

#### **Waterline Appurtenance Protection:**

For locations where spoil placement is requested along the existing waterline's right-of-way, construction fence shall be installed around the appurtenance's perimeter at a 10 foot offset from each respective appurtenance. Waterline appurtenances include underground vaults, access manholes, vent pipes, valves, and fire hydrants.

#### **Tree Removal & Stockpiling:**

To facilitate construction of the new natural gas pipeline, PSCo's 20 foot wide Easement will be cleared. Based on a tree count survey performed by Short Elliott Hendrickson Inc. (SEH) in June 2014, 77 trees will be removed (27 evergreen, 50 deciduous).

Tree stumps will be removed and branches will be stripped from timbers, broken down, chipped, and stockpiled. Wood chips will be spread over the easement area following construction. Main tree trunk timber sections will be stockpiled within the temporary staging area or at a location designated by the City, near the Public Works Buildings.

**Tree Replacement Plan:**

PSCo intends to replace trees removed as a result of clearing the 20 foot wide Easement. All tree plantings will be installed outside of the 20 foot wide Easement, on the City's property, at a location designated by the City.

All replacement trees shall be of the type indicated on the exhibit, be healthy and from a reputable greenhouse or tree farm and come with a 2 year warranty. Trees shall be planted and staked by the Grantee at the locations shown on Exhibit B and in a method that meets Colorado Nursery Act Standards. All replacement trees shall be a minimum one and one half inch(1 1/2) caliper.

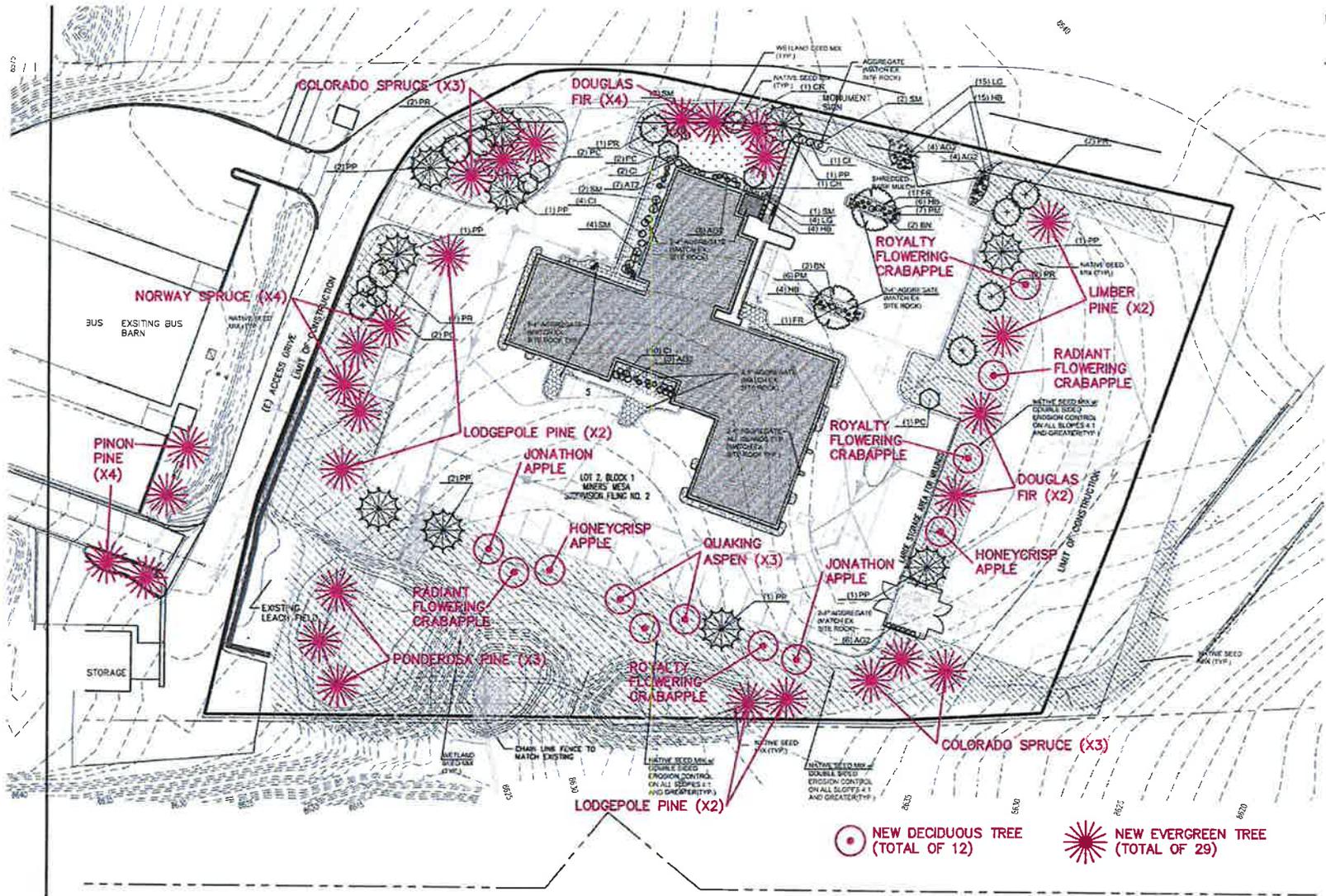
**Sleeve Installations:**

The 20 foot wide easement Agreement states that PSCo shall install a steel sleeve over the gas line at any existing utility crossing and a 24-inch steel water sleeve and two (2) 6-inch PVC conduits at locations marked by the City. From discussions with Public Works, these were requirements to facilitate construction of the waterline post-installation of the pipeline Lateral. The waterline was previously installed and is currently in-service. PSCo requests that the City omit the existing utility crossing sleeve requirement and the steel and PVC waterline sleeve/conduit requirements given that the waterline was installed prior to installation of the pipeline Lateral.

**Additional Temporary Use Area:**

PSCo has approval from the City to use portions of the City's previously granted water line easement and the utility and access easements granted by Miners Mesa Subdivision Filing No. 4, located on the Club Vista Properties. LLC property for access and to stockpile excavated materials during the pipeline construction. The Temporary use areas are described in Exhibit A – Club Vista Properties, Temporary Use areas – Parcels A and B..

# Tree Sketch





**EXHIBIT A – CLUB VISTA PROPERTIES  
PERMANENT EASEMENT – PARCEL A**

A 10 foot wide strip of land lying in the southwest one-quarter (SW1/4) of Section 7, Township 3 South, Range 72 West, of the 6th Principal Meridian, County of Gilpin, State of Colorado, being a portion of Lot 1, Block 1, plat of MINERS MESA SUBDIVISION FILING NO.4, Gilpin County Records, described as follows:

Beginning on the southeasterly line of that 20' wide PSCO Easement described in Reception Number 131452, Gilpin County Records, from which the most northerly corner of said Lot 1 bears N19°13'01"E, 371.70 feet;

thence S35°19'27"E, 10.00 feet;  
thence S54°40'33"W, 592.00 feet, along a line that lies 10 feet southeasterly of and parallel with said southeasterly line;  
thence N35°19'27"W, 10.00 feet, to said southeasterly line;  
thence N54°40'33"E, 592.00 feet, along said southeasterly line, to the Point of Beginning.

Parcel A contains 5,920 square feet (0.136 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

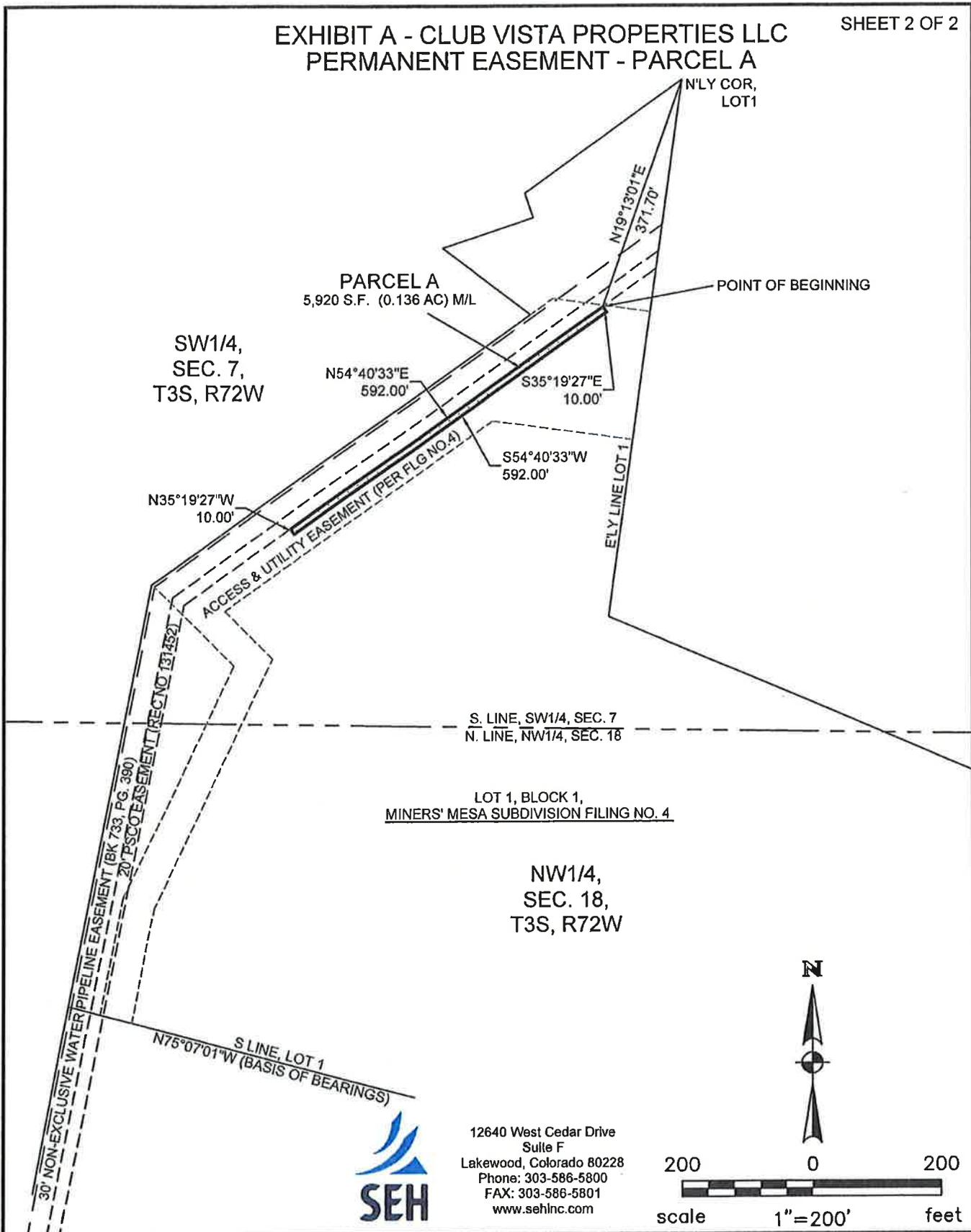
For the purpose of this description, bearings are based on the south line of said Lot 1, which is assumed to bear N75°07'01"W, as shown on the attached illustration.

The author of this description is Norman L. Simonson, PLS 28288, prepared on behalf of SEH, 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on July 16, 2014, under Job No. 128279-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

*Norman L. Simonson*  
Norman L. Simonson, PLS 28288

EXHIBIT A - CLUB VISTA PROPERTIES LLC  
 PERMANENT EASEMENT - PARCEL A

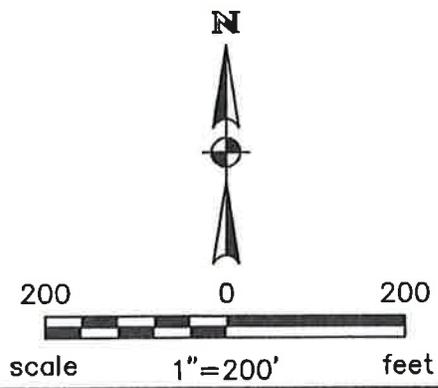
SHEET 2 OF 2



S:\survey land projects 2\ (PSCOC 124279-2.0) Miners Mesa\Drawing\Existing PSCO Easement SPC.dwg



12640 West Cedar Drive  
 Suite F  
 Lakewood, Colorado 80228  
 Phone: 303-586-5800  
 FAX: 303-586-5801  
 www.sehinc.com



**RESOLUTION 69-2014**  
**A RESOLUTION**  
**APPROVING THE**  
**AGREEMENT OF LEASE**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND 7**  
**HEALING STARS, LLC,**  
**FOR 460 GREGORY**  
**STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 69-2014

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE  
BETWEEN THE CITY OF BLACK HAWK AND 7 HEALING STARS,  
LLC, FOR 460 GREGORY STREET**

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

**Section 1.** The Agreement for Lease between the City of Black Hawk and 7 Healing  
Stars, 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 10<sup>th</sup> day of September, 2014.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa Greiner, City Clerk

**AGREEMENT OF LEASE**

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Black Hawk (“Lessor”) and 7 Healing Stars, LLC. (“Lessee”).

**ARTICLE 1 - DEFINITIONS**

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

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

1.2 “Premises” means the property with an address of 460 Gregory Street, Black Hawk, Colorado 80422, and commonly known as “The Stevenson House”.

**ARTICLE 2 - LEASED PREMISES**

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

**ARTICLE 3 - TERM AND RENT**

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

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

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

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

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

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

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

#### **ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS**

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

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

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

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

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

#### **ARTICLE 5 - RIGHT OF ENTRY**

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

#### **ARTICLE 6 - INDEMNIFICATION**

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

#### **ARTICLE 7 - INSURANCE**

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

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

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

## **ARTICLE 8 - REMEDIES UPON DEFAULT**

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

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

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

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

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other

amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

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

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

#### **ARTICLE 9 - SUCCESSORS**

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

#### **ARTICLE 10 - SPECIAL COVENANTS OF LESSEE**

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

#### **ARTICLE 11 - SURRENDER OF PREMISES**

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

#### **ARTICLE 12 - MISCELLANEOUS PROVISIONS**

##### **12.1 Captions; Attachments.**

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

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

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

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

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

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

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

To Lessee: 7 Healing Stars, LLC  
Attn: Jomar Paolo Suarez Fernandez  
P.O. Box 36  
Black Hawk, CO 80422

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

**CITY OF BLACK HAWK, COLORADO**

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

By: \_\_\_\_\_  
Jomar Paolo Suarez Fernandez

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF                            )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Jomar Paolo Suarez Fernandez.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**RESOLUTION 70-2014**  
**A RESOLUTION**  
**APPROVING THE**  
**AGREEMENT OF LEASE**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND 7**  
**HEALING STARS**  
**COLLECTIVE, LLC, FOR**  
**450 GREGORY STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 70-2014

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE BETWEEN THE CITY OF BLACK HAWK AND 7 HEALING STARS COLLECTIVE, LLC, FOR 450 GREGORY STREET**

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

**Section 1.** The Agreement for Lease between the City of Black Hawk and 7 Healing Stars Collective, 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 10<sup>th</sup> day of September, 2014.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa Greiner, City Clerk

## **AGREEMENT OF LEASE**

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Black Hawk (“Lessor”) and 7 Healing Stars Collective, LLC. (“Lessee”).

### **ARTICLE 1 - DEFINITIONS**

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

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

1.2 “Premises” means the property with an address of 450 Gregory Street, Black Hawk, Colorado 80422, and commonly known as “The Carbis House”.

### **ARTICLE 2 - LEASED PREMISES**

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

### **ARTICLE 3 - TERM AND RENT**

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

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

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

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

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

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

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

#### **ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS**

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

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

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

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

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

#### **ARTICLE 5 - RIGHT OF ENTRY**

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

#### **ARTICLE 6 - INDEMNIFICATION**

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

#### **ARTICLE 7 - INSURANCE**

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

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

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

## **ARTICLE 8 - REMEDIES UPON DEFAULT**

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

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

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

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

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

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

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

### **ARTICLE 9 - SUCCESSORS**

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

### **ARTICLE 10 - SPECIAL COVENANTS OF LESSEE**

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

### **ARTICLE 11 - SURRENDER OF PREMISES**

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

### **ARTICLE 12 - MISCELLANEOUS PROVISIONS**

#### **12.1 Captions; Attachments.**

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

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

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

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

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

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

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

To Lessee: 7 Healing Stars Collective, LLC  
Attn: Jomar Paolo Suarez Fernandez  
P.O. Box 36  
Black Hawk, CO 80422

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

**CITY OF BLACK HAWK, COLORADO**

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

By: \_\_\_\_\_  
Jomar Paolo Suarez Fernandez

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Jomar Paolo Suarez Fernandez.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**RESOLUTION 71-2014**  
**A RESOLUTION**  
**APPROVING THE**  
**AGREEMENT OF LEASE**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND 7**  
**HEALING STARS**  
**ONENESS CENTER, LLC,**  
**FOR 440 GREGORY**  
**STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 71-2014

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE  
BETWEEN THE CITY OF BLACK HAWK AND 7 HEALING STARS  
ONENESS CENTER, LLC, FOR 440 GREGORY STREET**

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

**Section 1.** The Agreement for Lease between the City of Black Hawk and 7 Healing  
Stars Oneness Center, 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 10<sup>th</sup> day of September, 2014.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa Greiner, City Clerk

**AGREEMENT OF LEASE**

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Black Hawk (“Lessor”) and 7 Healing Stars Oneness Center, LLC. (“Lessee”).

**ARTICLE 1 - DEFINITIONS**

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

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

1.2 “Premises” means the property with an address of 440 Gregory Street, Black Hawk, Colorado 80422, and commonly known as “The Reeve’s House”.

**ARTICLE 2 - LEASED PREMISES**

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

**ARTICLE 3 - TERM AND RENT**

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

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

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

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

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

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

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

#### **ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS**

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

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

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

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

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

#### **ARTICLE 5 - RIGHT OF ENTRY**

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

#### **ARTICLE 6 - INDEMNIFICATION**

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

#### **ARTICLE 7 - INSURANCE**

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

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

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

## **ARTICLE 8 - REMEDIES UPON DEFAULT**

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

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

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

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

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other

amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

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

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

#### **ARTICLE 9 - SUCCESSORS**

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

#### **ARTICLE 10 - SPECIAL COVENANTS OF LESSEE**

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

#### **ARTICLE 11 - SURRENDER OF PREMISES**

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

#### **ARTICLE 12 - MISCELLANEOUS PROVISIONS**

##### **12.1 Captions; Attachments.**

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

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

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

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

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

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

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

To Lessee: 7 Healing Stars Oneness Center, LLC  
Attn: Jomar Paolo Suarez Fernandez  
P.O. Box 36  
Black Hawk, CO 80422

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

**CITY OF BLACK HAWK, COLORADO**

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

By: \_\_\_\_\_  
Jomar Paolo Suarez Fernandez

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Jomar Paolo Suarez Fernandez.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**RESOLUTION 72-2014**  
**A RESOLUTION**  
**APPROVING THE**  
**AGREEMENT OF LEASE**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND**  
**TERRY PETERSON, FOR**  
**420 GREGORY STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 72-2014

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE  
BETWEEN THE CITY OF BLACK HAWK AND TERRY PETERSON,  
FOR 420 GREGORY STREET**

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

**Section 1.** The Agreement for Lease between the City of Black Hawk and Terry  
Peterson, 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 10<sup>th</sup> day of September, 2014.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa Greiner, City Clerk

**AGREEMENT OF LEASE**

THIS LEASE is made and entered into this 4<sup>th</sup> day of September, 2014, by and between the City of Black Hawk (“Lessor”) and Terry Peterson. (“Lessee”).

**ARTICLE 1 - DEFINITIONS**

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

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

1.2 “Premises” means the property with an address of 420 Gregory Street, Black Hawk, Colorado 80422, and commonly known as “The White House”.

**ARTICLE 2 - LEASED PREMISES**

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

**ARTICLE 3 - TERM AND RENT**

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

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

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

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

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

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

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

#### **ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS**

4.1 The Premises shall be used for administrative/office functions and activities related to design and development of a prototype device for production purposes. Lessee further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Lessee.

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

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

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

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

#### **ARTICLE 5 - RIGHT OF ENTRY**

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

#### **ARTICLE 6 - INDEMNIFICATION**

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

#### **ARTICLE 7 - INSURANCE**

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

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

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

#### **ARTICLE 8 - REMEDIES UPON DEFAULT**

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

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

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

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

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other

amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

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

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

### **ARTICLE 9 - SUCCESSORS**

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

### **ARTICLE 10 - SPECIAL COVENANTS OF LESSEE**

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

### **ARTICLE 11 - SURRENDER OF PREMISES**

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

### **ARTICLE 12 - MISCELLANEOUS PROVISIONS**

#### **12.1 Captions; Attachments.**

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

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

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

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

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

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

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

To Lessee: Terry Peterson  
P.O. Box 566  
Black Hawk, CO 80422

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

**CITY OF BLACK HAWK, COLORADO**

\_\_\_\_\_

David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_

Melissa Greiner, City Clerk

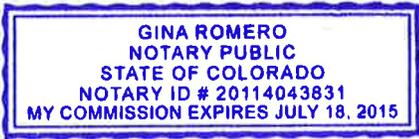
By:   
Terry Peterson

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4<sup>th</sup> day of September, 2014, by Terry Peterson.

My commission expires: July 18, 2015

(S E A L)



  
Notary Public

**REVIEW OF BIDS FOR  
MOUNTAIN CITY ROOF  
REPLACEMENT PROJECT**



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

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**SUBJECT:** Approval of the bid to perform the Mountain City Roof Replacement Project.

**RECOMMENDATION:** If the Board of Aldermen chooses to approve the contract between the City of Black Hawk and D & D Roofing, Inc., the recommended motion is as follows: "Approve the Mountain City Roof Replacement contract with D & D Roofing, Inc. in the amount of \$64,345.00."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The cedar shake roofs on the Mountain City buildings are in poor condition and require significant maintenance each year. The Mountain City Roof Replacement Project would remove the cedar shakes and replace them with asphalt shingles. Additionally, ice and water shield would be installed beneath the shingles throughout the entirety of each affected roof. This project was publicly advertised in both the Weekly Register-Call and the Denver Daily Journal. A total of four roofing companies requested Bid and Contract Documents. Two of these contractors submitted bids, as shown on the attached Bid Recording Sheet.

**FUNDING SOURCE:** Program Expenses / Mountain City: 203-0000-502-58-43

**WORKSHOP DATE:** September 10, 2014

**ESTIMATED DATE OF PROJECT COMPLETION:** October 17, 2014

**ORIGINATED BY:** Tom Isbester/Matt Reed

MR

**STAFF PERSON RESPONSIBLE:** Tom Isbester/Matt Reed

**DOCUMENTS ATTACHED:** Bid Recording Sheet

**RECORD:** [ ]Yes [ X ]No

**CITY ATTORNEY REVIEW:** [ ]Yes [ X ]No [ ]N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

  
\_\_\_\_\_  
Thomas Isbester, Public Works Director

  
\_\_\_\_\_  
Jack Lewis, City Manager

**Bid Recording Sheet**

**OWNER: City of Black Hawk**

**DATE/TIME: September 2, 2014 @ 3:00 p.m.**

**PROJECT: Mountain City Roof Replacement**

<b>Contractor</b>		<b>Base Bid</b>	<b>Decking (per Sheet)</b>
<b>D &amp; D Roofing, Inc.</b>		<b>\$64,345.00</b>	<b>\$75.00</b>
<b>Colorado Elite Roofing</b>		<b>\$81,363.44</b>	<b>\$80.00</b>

**CIRSA PROPERTY  
CASUALTY 2015  
PRELIMINARY QUOTE**



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

**SUBJECT:** Acceptance of the 2015 Preliminary Quote for Renewal for Property Casualty Insurance with Colorado Intergovernmental Risk Sharing Agency (CIRSA), due October 1, 2014.

**RECOMMENDATION:** Staff recommends to the Mayor and Board of Aldermen a **MOTION OF APPROVAL** for acceptance of the preliminary 2015 Property Casualty Insurance quote from CIRSA.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

CIRSA presented a preliminary quote of \$210,964 for the renewal of the annual 2015 Property Casualty Insurance. However, the impact of loss experience decreased the quote by \$7,922 bringing the total amount of the 2015 Preliminary Quotation before Credits to \$203,042. The City of Black Hawk actively works to control our losses and this year earned \$2,405 in Loss Control Credits. This credit will be used to bring down the 2015 contribution to \$200,637 which results in a **3% overall decrease** over 2014.

- Loss control credits are provided to those members that actively work to control their losses and comply with CIRSA loss control standards. More than \$400,000 was made available between both Property/Casualty and W/C pools for 2015.
- CIRSA individually experience rates for each member. The effect of Black Hawk's individual experience is reflected in the "Impact of Loss Experience" category. Black Hawk has been successful at using loss control techniques to control our losses which resulted in a credit of \$7,922 for 2015.

**FUNDING SOURCE:** Property Casualty 010-1301-413-51-01

**WORKSHOP DATE:** N/A

**ORIGINATED BY:** Melissa Greiner

**STAFF PERSON RESPONSIBLE:** Melissa Greiner

**DOCUMENTS ATTACHED:** N/A

**RECORD:** [ ]Yes [ X ]No

**CITY ATTORNEY REVIEW:** [ ]Yes [ X ]No [ ]N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**



**Melissa Greiner  
Administrative Services Director**

**REVIEWED BY:**



**Jack D. Lewis  
City Manager**