



REGULAR MEETING AGENDA

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

March 23, 2016
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: March 9, 2016
7. PUBLIC HEARINGS
 - A. Resolution 18-2016, A Resolution Conditionally Approving the Site Development Plan and Certificate of Appropriateness for the Ameristar Casino Sprung Building
 - B. Resolution 19-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the St. Charles Carriage House Building
 - C. Resolution 20-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Demolition of the Existing Parking Garage at the Monarch Casino Property
 - D. CB6, An Ordinance Adopting the City of Black Hawk 2016 Pay Plan
8. ACTION ITEMS:
 - A. Resolution 21-2016, A Resolution Adopting the Revised Community Restoration and Preservation Guide to Programs, Revised March 2016
 - B. Resolution 22-2016, A Resolution Approving the First Amendment to Property Exchange Agreement Between the City of Black Hawk and Smithrock, LLC
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.



**City of Black Hawk
City Council**

March 9, 2016

MEETING MINUTES

New Police Officer Jake Adler rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, March 9, 2016, at 3:00 p.m. by Mayor Spellman.

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

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

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

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

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. There were no conflicts noted from City Council.

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

5. **INTRODUCTION OF NEW EMPLOYEE:** Jake Adler, Police Officer

Police Chief Cole introduced Officer Jake Adler acknowledging all of his years of experience. Officer Adler was warmly welcomed.

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

7. APPROVAL OF MINUTES February 24, 2016.

MOTION TO APPROVE Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve the Minutes as presented.

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

8. PUBLIC HEARINGS:

None

9. ACTION ITEMS:

A. Resolution 17-2016, A Resolution Approving the Fireworks Production Contract Between the City of Black Hawk and Western Enterprises, Inc.

Mayor Spellman read the title.

City Manager Lewis introduced the item. He said this is the annual contract for the fireworks at the same price of \$85,000.00. Lewis hinted that there will be a couple of surprises in store for everyone.

MOTION TO APPROVE Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 17-2016, Resolution Approving the Fireworks Production Contract Between the City of Black Hawk and Western Enterprises, Inc.

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

10. CITY MANAGER REPORTS: City Manager Lewis had nothing to report.

11. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

12. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 5 for Executive Session.

**MOTION TO
ADJOURN INTO
EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:05 p.m. to hold a conference with the City's attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:50 p.m.

MOTION PASSED

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 3:50 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

RESOLUTION 18-2016
A RESOLUTION
CONDITIONALLY
APPROVING THE SITE
DEVELOPMENT PLAN
AND CERTIFICATE OF
APPROPRIATENESS FOR
THE AMERISTAR CASINO
SPRUNG BUILDING

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

Resolution No. 18-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF APPROPRIATENESS FOR THE AMERISTAR CASINO SPRUNG BUILDING

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

Section 1. The City Council hereby determines to conditionally approve the Site Development Plan and Certificate of Appropriateness for the Ameristar Casino Sprung Building upon the satisfaction of the following conditions:

- A. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within forty five (45) days of this approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans;
- B. The owner shall construct the necessary enhancements to the Sprung Building as necessary according to the approved building plans referenced in condition 1 above, and request inspections by the City within five (5) months of this approval; and
- C. The approvals herein shall not take effect until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions 1 and 2 above and has issued a Certificate of Occupancy for the building.

RESOLVED AND PASSED this 23rd day of March, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

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

SUBJECT: Certificate of Appropriateness / Ameristar Sprung Building (P-15-06)

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

MOTION TO CONDITIONALLY APPROVE Resolution No. 18-2016, a resolution approving a Site Development Plan and Certificate of Appropriateness for the Ameristar Sprung Building, with the following conditions:

1. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within 45 days of this approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans.
2. The owner in addition shall constitute the necessary enhancements to the Sprung building as necessary according to the approved building plans referenced in condition 1 above, and request inspections by the City within 5 months of this approval.
3. The Vested Property Right shall not take effect on this property until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions 1 and 2 above and has issued a Certificate of Occupancy for the building.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On September 17, 2015, the City of Black Hawk received an application for a Site Development Plan and Certificate of Appropriateness for an Ameristar Casino owned property located at 381 Avenue of the All Stars. The project proposes to permit the permanent use of an existing structure that has been operating with expired temporary use permits. No physical alterations are proposed to the existing site conditions, size of the existing Sprung structure, or the existing materials. Attached to this staff report is a copy of the land use application, site development plan, and architectural drawings. Staff has determined that the submittal is in compliance and recommends that a Site Development Plan and Certificate of Appropriateness be approved.

AGENDA DATE: March 23, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

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

DOCUMENTS ATTACHED: Resolution 18-2016, Public Hearing Notice, Land Use Application; Site Development Plan, Architectural Drawings

RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:



3/10/2016

Vince Harris, Baseline Corporation

REVIEWED BY:



Jack D. Lewis, City Manager



NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness and Site Development Plan for the Ameristar Sprung Building, located on property described in Exhibit A and generally located at 382 Avenue of the All Stars, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, March 23, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES
MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

382 Avenue of the All Stars –

S: 7 T: 3S R: 72W & PT OF SE1/4 OF NE1/4 11.41AC DESC 127/49 & 712/36 LESS
PT DESC 643/430 & #120339 4.41TA MINE: LULU - CT 61% 5.81 ACRES(P.T DESC
687/193 & 712/36) 1.57TA & IMPS BLACK HAWK

Staff Report

**STAFF REPORT: Site Development Plan, Certificate of Appropriateness, Vested Property
Right - Ameristar Sprung Building**

For: City Council
Project: Ameristar Sprung Building / P-15-06
Property Address: 382 Avenue of the All Stars
Applicants: Ameristar Casino
Zoning: Commercial Business Services
Prepared by: Jaxon Fagan, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Administrator

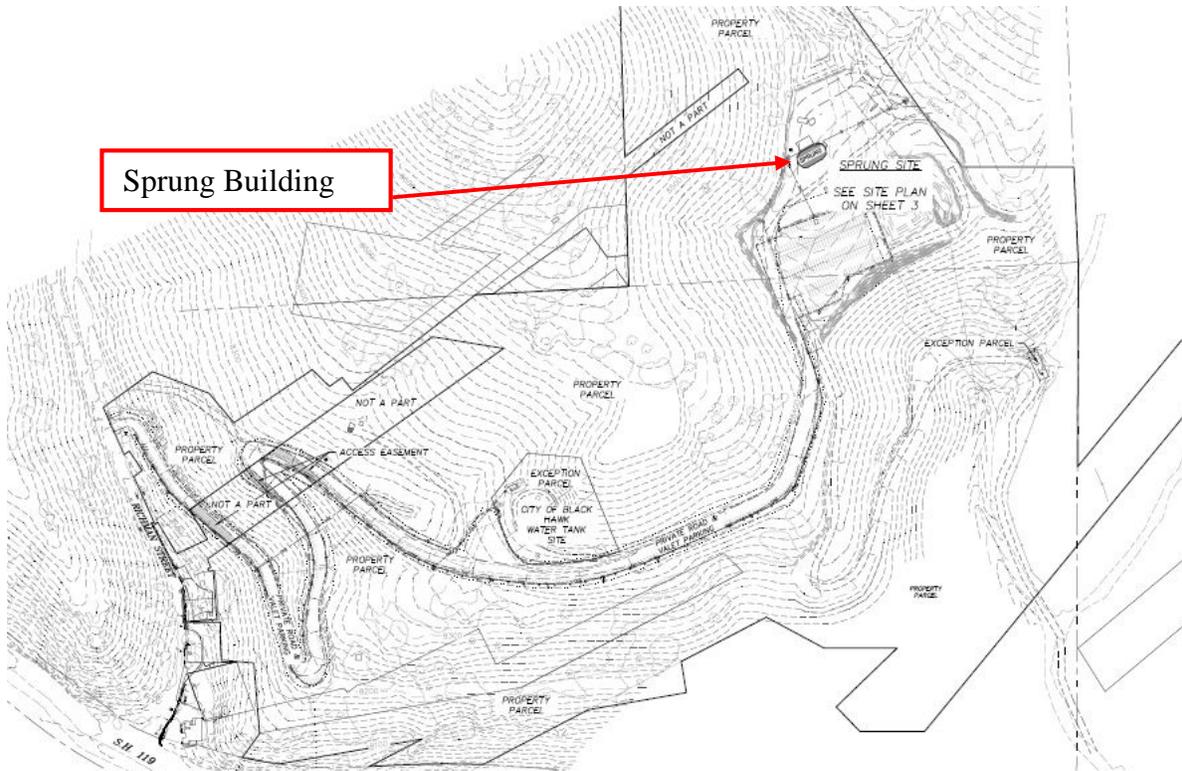


BACKGROUND:

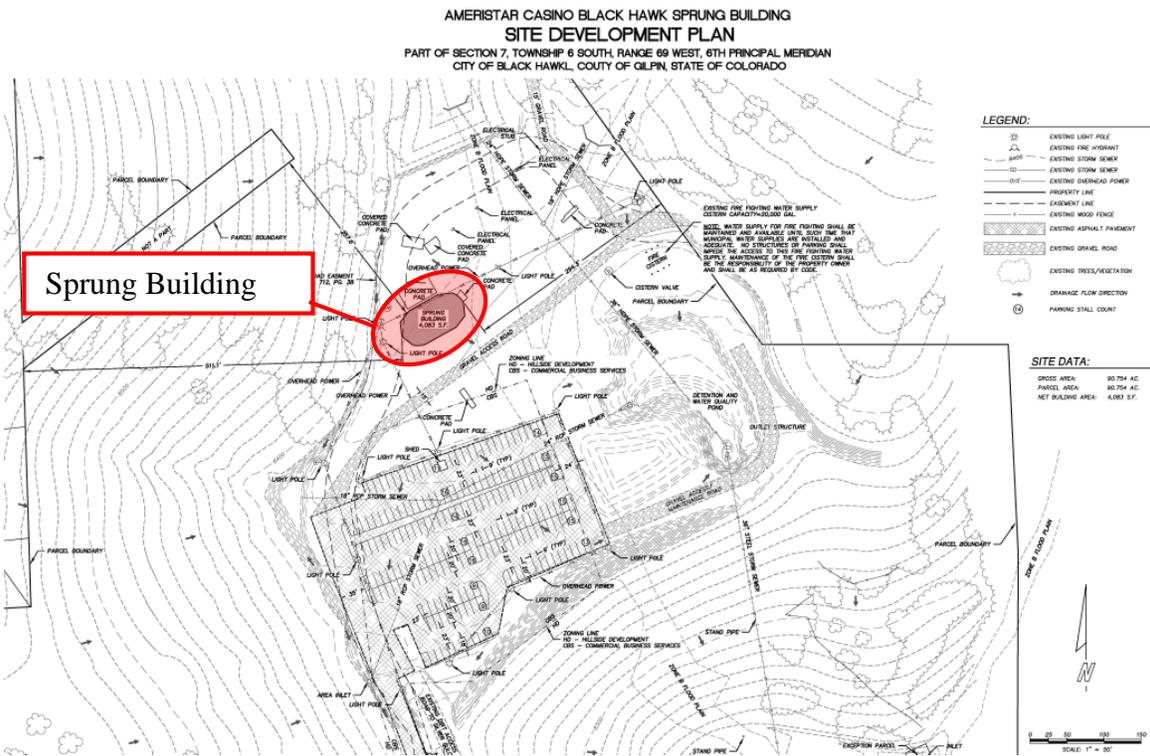
The City of Black Hawk received an application (9/17/15) for a Certificate of Appropriateness and Site Development Plan (SDP) for the property located at 382 Avenue of the All Stars, owned by Ameristar Casino. The proposed SDP will permit the permanent use of an existing “Sprung” structure that has been operating with expired temporary-use permits. No physical alterations are proposed to the existing site conditions, size of the existing Sprung structure, or the existing materials. Since this structure was originally built as ‘temporary’ building numerous years ago, the permitting (building code) and inspections of the structure are/were handled differently than if it was to be a ‘permanent’ building. As such it being considered a ‘temporary’ building when placed on the property years ago – temporary uses do not necessitate a Site Development Plan (SDP) approval thru the City Council per Black Hawk regulations. Now that the owner desires to keep this building as a ‘permanent’ building, they need to gain approval of an SDP and once approved will need to satisfy the Building Department codes and requirements for it now as a ‘permanent’ building. The owner has been in discussions with the City and the Building Department as to the needs for obtaining a new Building Permit and new inspections to satisfy the required building code requirements.

The intent of all SDP applications as regulated by Sec. 16-362 of the City of Black Hawk Municipal Code is to allow orderly land development, ensure that correct/regulated development and zoning standards are adhered to, and that proposals enhance and protect the area’s natural, as well as man-made environments. The SDP process requires Staff to review a proposed development for compliance with zoning standards and deem it acceptable with given standards in the Code for development and provide a recommendation to City Council which is via this application and staff report.

The regulations for a SDP have been reviewed by staff and comments are included below. Attached to this staff report is the Site Development Plan document. Excerpts from this plan are included below for visual reference.



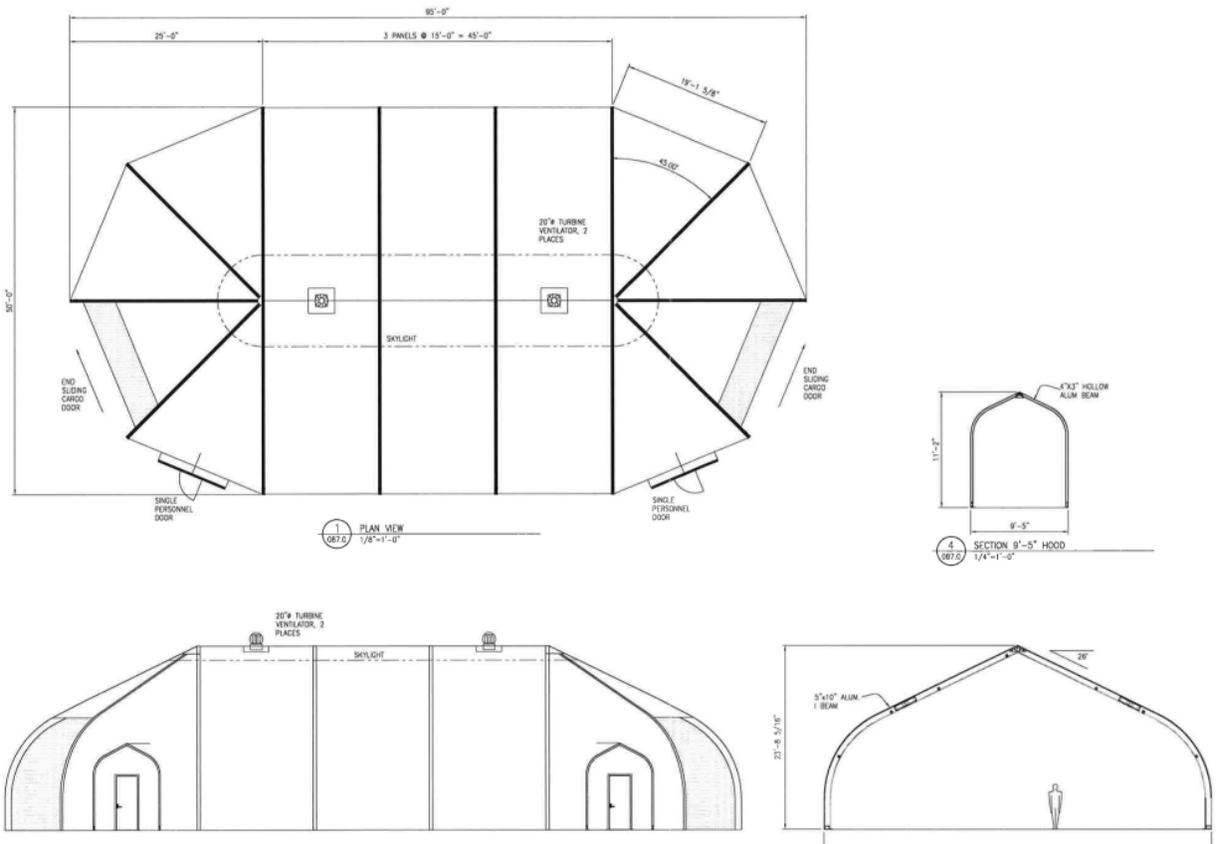
Overview View – Large Scale



Overview View – Medium Scale



Overhead View – Small Scale



Sprung Building Architectural Drawings

REVIEW CRITERIA:

Applicable City of Black Hawk Regulations

Excerpts from:

**City of Black Hawk
Zoning Code
Chapter 16 - Zoning**

16-362(b)(6). No site development plan will be approved unless all components of the proposed development comply with the Black Hawk Zoning and Subdivision Ordinances and all other applicable ordinances.

Staff response: The SDP has been reviewed against the development standards provided for the Commercial Business zone district. The Sprung building is in conformance with all bulk and setback standards.

16-362(b)(8). No vested rights shall be created except by a site specific development plan approved by the Board of Aldermen. If the applicant wishes the approval of the site development plan to create vested property rights pursuant to Article 68 of Title 24, C.R.S., the plan shall include a statement that it is being submitted for designation as a site specific development plan.

Staff response: The statement requesting vested property rights is included on the cover of the SDP. Staff has included a condition related to this request.

16-362(c). Application and site development plan submittal requirements.

Staff response: Section 16-362(c) outlines the required submittal items that must accompany an application for a Site Development Plan. The submitted SDP contains all necessary items.

16-368: Any person 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.

16-368(3) Procedure to authorize the erection, construction, reconstruction, alterations to or demolition of improvements.

- a. No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:
 1. Construction of a new building, structure or improvement;
 2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
 3. Demolition of any improvement;
 4. Construction or erection of or addition to any improvement upon any land located within the City;

16-362 (b)(2) No building permit for any use described in Subsections (b)(1)a., b. and c. shall be issued for the construction of any new building, structure or improvement to the site, any alteration or reconstruction of or addition to any improvement, without first obtaining the approval of a site development plan for the proposed use. No application for a site plan shall be accepted until all of the real property that is the subject of the application has been platted as one (1) lot.

Excerpt from:

**City of Black Hawk
Commercial Design Guidelines**

C. New Buildings

II. Building Form, Mass and Proportion

- a) New buildings shall not appear appreciably larger in scale and volume than the existing buildings in the district. New buildings shall be subordinate or equal to historic buildings in their perceived dimensions, especially at the street edge, where buildings should appear to be similar in height to those seen historically.
- e) Align street level details and prominent building features with other buildings on the block and utilize façade setbacks to create visual continuity in the area.

VI. Exterior Building Design

- a) All new building designs shall be compatible not only with the immediately adjacent buildings, but with the entire context in which it is located, as one would see it when standing on the street viewing both sides of the street for the entire length of the block.
 - The architectural character of new buildings shall complement the residential, commercial or mill building types found historically in the individual Black Hawk district in which the property is located. Create simple designs that respect the scale and context of any nearby historic structures.
 - Floor-to-floor heights shall appear to be similar in scale to those seen historically.

STAFF COMMENTS:

Staff from Baseline Corporation has evaluated the information provided for the Ameristar Sprung Site Development Plan. The City of Black Hawk Municipal Code allows for the structure to operate on site through the approval of an SDP. The structure was permitted in the past through the approval of a Temporary Use Permit. While the structure is characterized with materials that tend to have a temporary look and character, the building is not in a high visibility area of the City and staff supports the application as proposed with the existing architecture as-is. This type of structure likely would not be appropriate as a long term building situated in the core area of the City. It is quite ‘hidden’ by its location and doesn’t create a significant architectural issue by virtue of its location. The structure is suitable for its location within the City and its use as a storage building for Ameristar’s use. In summary, staff has determined that the submittal of this SDP and by virtue of its location is in compliance with the regulations to review it, and recommends that a Certificate of Appropriateness and Site Development Plan be approved, subject to the following conditions:

1. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within 45 days of this approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans.
2. The owner in addition shall constitute the necessary enhancements to the Sprung building as necessary according to the approved building plans referenced in condition 1 above, and request inspections by the City within 5 months of this approval.
3. The Vested Property Right shall not take effect on this property until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions 1 and 2 above and has issued a Certificate of Occupancy for the building.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a Certificate of Appropriateness or Site Development Plan. To support this proposal, the following findings can be used:

1. The proposed plan to permanently allow the Ameristar Sprung building on the site can bring a non-compliant structure into compliance once done through the building permit and inspection process in the future. The proposal meets the Certificate of Appropriateness and Site Development Plan criteria outlined in the City of Black Hawk Municipal Code as noted and evaluated in this staff report presented to City Council.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO CONDITIONALLY APPROVE** a Certificate of Appropriateness and Site Development Plan for the Ameristar Sprung Building, as submitted. The proposed conditions are as follows:

1. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within 45 days of this approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans.
2. The owner in addition shall constitute the necessary enhancements to the Sprung building as necessary according to the approved building plans referenced in condition 1 above, and request inspections by the City within 5 months of this approval.
3. The Vested Property Right shall not take effect on this property until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions 1 and 2 above and has issued a Certificate of Occupancy for the building.

Attachments:

- Original Land Use Application
- Site Development Plan
- Architectural Drawings

Applicant's Submittal



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

LAND DEVELOPMENT
 APPLICATION

BLACK HAWK

DATE: 9/24/15 APPLICANT NAME: Sean Demeule
 APPLICANT ADDRESS: 111 Richman St, Black Hawk CO 80422
 APPLICANT MAILING ADDRESS: Po Box 45 Black Hawk CO 80422
 APPLICANT CONTACT NUMBER: 720 946-4010 EMAIL ADDRESS: Sean.demeule@ameristar.com
 PROPERTY OWNER NAME: Ameristar Casinos Inc. Black Hawk
 PROPERTY OWNER ADDRESS: 111 Richman St.
 PROPERTY OWNER MAILING ADDRESS: Box 45 Black Hawk, CO 80422
 PROPERTY OWNER CONTACT NUMBER: Clint Garrett EMAIL ADDRESS: _____
 PROJECT NAME: Sprung Building
 PROJECT ADDRESS: 401 Silver Gulch Road
 PROJECT DESCRIPTION: SDP to permit the existing 'Sprung' building as a permanent structure
 IS PROPERTY WITHIN CITY LIMITS: YES NO
 PRESENT ZONING: CBS CURRENT USE: Temporary Storage
 NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): _____
 NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): _____
 GILPIN COUNTY ASSESSOR'S I.D. NO.(S): _____ EXISTING PROPERTY SIZE: _____ ACRES/SQ.FEET
 (PLEASE ATTACH A COPY OF SURVEY/PLAT.)
 EXISTING BUILDING SIZE: _____ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: _____

PLEASE READ THE FOLLOWING

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

THIS IS A REQUIRED TO BE SUBMITTED – AND YOU AGREE TO THE FOLLOWING STATEMENT

CERTIFICATION:

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

SIGNATURE OF APPLICANT: [Signature] DATE: 9/24/15

TO BE COMPLETED BY APPLICANT

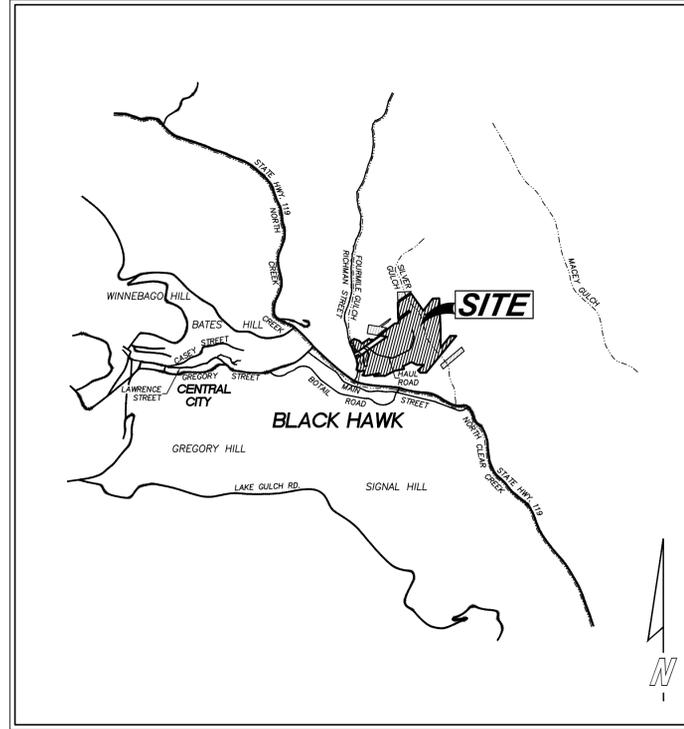
AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING SITE DEVELOPMENT PLAN

PART OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND IN THE EAST ¼ AND SW ¼ OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ¼ CORNER OF SAID SECTION 7; THENCE S. 00°12'28" W., ALONG THE EAST LINE OF THE SE ¼ OF SECTION 7 A DISTANCE OF 605.56 FEET TO A POINT ON THE NORTHWESTERLY SIDE LINE OF THE LIBRA LODGE & DUMP SITE; THENCE N. 39°25'00" E., ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 483.30 FEET TO A CORNER OF SAID LODGE; THENCE EAST A DISTANCE OF 191.00 FEET TO A CORNER OF SAID LODGE; THENCE S. 39°25'00" W., ALONG THE SOUTHEASTERLY SIDE LINE SAID LODGE A DISTANCE OF 1500.00 FEET TO A CORNER SAID LODGE; THENCE WEST A DISTANCE OF 191.00 FEET TO A CORNER SAID LODGE; THENCE N. 44°00'00" W., A DISTANCE OF 101.33 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF THE SILVER LODGE; THENCE 46°00'00" E., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 250.48 FEET TO CORNER SAID LODGE; THENCE WEST ALONG THE NORTH LINE SAID SILVER LODGE A DISTANCE OF 215.98 FEET TO A CORNER SAID LODGE; THENCE N. 61°45'04" W., A DISTANCE OF 194.02 FEET TO A CORNER OF THE GERTRUDE LODGE; THENCE S. 62°31'27" W., ALONG THE SOUTHEASTERLY SIDE LINE SAID GERTRUDE LODGE A DISTANCE OF 283.98 FEET TO A POINT ON THE EASTERLY LINE OF THE CHICAGO LODGE; THENCE S. 9°4'00" E., ALONG THE EASTERLY LINE SAID CHICAGO LODGE A DISTANCE OF 93.60 FEET TO A CORNER SAID LODGE; THENCE S. 80°06'00" W., ALONG THE SOUTHEASTERLY LINE SAID CHICAGO LODGE A DISTANCE OF 294.53 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE SAID GERTRUDE LODGE; THENCE S. 62°31'27" W., ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 357.62 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY NO. 119; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT, CENTRAL ANGLE = 4°57'50", RADIUS = 2940.00 FEET, AN ARC LENGTH OF 254.71 FEET, THE CHORD OF SAID ARC BEARS S. 89°21'18" W., A DISTANCE OF 254.63 FEET; THENCE S. 86°52'23" W., A DISTANCE OF 85.40 FEET TO A POINT ON THE NORTHWESTERLY SIDE LINE OF SAID GERTRUDE LODGE; THENCE N. 62°31'27" E., ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 186.79 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE SAID CHICAGO LODGE; THENCE S. 80°06'00" W., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 444.61 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE HIGHWAY NO. 119; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CENTRAL ANGLE = 4°29'00", RADIUS = 1273.20, AN ARC LENGTH OF 99.62 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE T.I. RICHMAN TRACT, THE CHORD OF SAID ARC BEARS N. 79°36'36" W., A DISTANCE OF 99.60 FEET; THENCE N. 36°06'00" E., ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 91.86 FEET TO AN ANGLE POINT IN SAID TRACT; THENCE N. 4°00'00" W., ALONG THE EASTERLY LINE OF SAID T.I. RICHMAN TRACT A DISTANCE OF 1.66 FEET TO A POINT ON THE NORTHEASTERLY SIDE LINE OF SAID CHICAGO LODGE; THENCE N. 80°06'00" E., ALONG SAID NORTHWESTERLY SIDE LINE OF A 787.50 FEET TO A POINT ON THE NORTHWESTERLY SIDE LINE OF SAID GERTRUDE LODGE; THENCE N. 62°31'27" E., ALONG SAID NORTHWESTERLY SIDE LINE A DISTANCE OF 739.19 FEET TO THE NORTHEAST CORNER SAID LODGE; THENCE N. 45°35'45" W., A DISTANCE OF 80.09 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF THE SOUTH JENNIE BLANCHE LODGE; THENCE S. 63°59'50" W., ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 750.23 FEET TO CORNER NO. 3 SAID LODGE; THENCE N. 26°00'00" W., A DISTANCE OF 117.00 FEET TO CORNER NO. 4 SAID LODGE WHICH POINT ON THE SOUTHEASTERLY SIDE LINE OF THE JENNIE BLANCHE LODGE; THENCE S. 64°00'22" W., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 361.77 FEET TO CORNER NO. 2 SAID LODGE; THENCE S. 76°21'39" W., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 35.63 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF THE GILPIN COUNTY TUNNEL OR LODGE; THENCE S. 52°18'00" W., A DISTANCE OF 36.23 FEET TO CORNER NO. 2 SAID LODGE; THENCE N. 37°42'00" W., ALONG THE SOUTHWESTERLY LINE SAID LODGE A DISTANCE OF 16.94 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF SAID JENNIE BLANCHE LODGE; THENCE S. 76°31'05" W., ALONG SAID SIDE LINE A DISTANCE OF 263.41 FEET TO A POINT ON THE EASTERLY LINE SAID T.I. RICHMAN TRACT; THENCE N. 4°39'00" W., ALONG SAID EASTERLY LINE A DISTANCE OF 136.52 FEET TO AN ANGLE POINT IN SAID TRACT; THENCE N. 84°58'00" W., ALONG THE NORTH LINE SAID TRACT A DISTANCE OF 96.15 FEET; THENCE N. 3°03'00" W., A DISTANCE OF 67.72 FEET; THENCE N. 1°40'40" E., A DISTANCE OF 45.44 FEET; THENCE WEST DISTANCE OF 110.85 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF RICHMAN STREET; THENCE N. 4°14'00" W., ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 0.43 FEET; THENCE N. 85°46'00" E., A DISTANCE OF 100.00 FEET; THENCE N. 4°14'00" W., A DISTANCE OF 144.00 FEET; THENCE S. 85°46'00" W., A DISTANCE OF 11.89 FEET TO A POINT ON THE WEST LINE OF THE KLONDYKE LODGE; THENCE N. 35°26'00" W., A DISTANCE OF 8.49 FEET; THENCE N. 65°06'00" E., A DISTANCE OF 10.53 FEET; THENCE N. 23°49'00" W., A DISTANCE OF 26.00 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF THE LEOPOLD LODGE; THENCE N. 54°34'00" E., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 1076.85 FEET TO A POINT OF THE SOUTHERLY SIDE LINE OF THE DEMOCRAT LODGE; THENCE N. 80°40'00" W., ALONG SAID SOUTHERLY SIDE LINE A DISTANCE OF 213.00 FEET TO A POINT ON THE NORTHWESTERLY SIDE LINE OF SAID LEOPOLD LODGE; THENCE S. 54°34'00" W., ALONG SAID NORTHWESTERLY SIDE LINE A DISTANCE OF 883.16 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE FULLERTON TRACT; THENCE S. 31°10'00" E., ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 102.90 FEET; THENCE S. 65°06'00" W., ALONG THE SOUTHEASTERLY LINE SAID TRACT A DISTANCE OF 100.60 FEET; THENCE N. 31°10'00" W., ALONG THE SOUTHWESTERLY LINE SAID TRACT A DISTANCE OF 109.07 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF THE ELEPHANT LODGE; THENCE S. 52°30'00" W., ALONG THE SOUTHEASTERLY SIDE LINE A DISTANCE OF 10.29 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF RICHMAN STREET; THENCE N. 23°49'00" W., ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 154.38 FEET TO A POINT ON THE NORTHWESTERLY SIDE LINE SAID ELEPHANT LODGE; THENCE N. 52°30'00" E., ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 31.19 FEET TO A POINT ON THE WESTERLY LINE OF THE PRINCE HENRY LODGE; THENCE N. 34°08'00" W., ALONG SAID WESTERLY LINE A DISTANCE OF 68.86 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF THE LION LODGE; THENCE S. 54°05'00" W., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 18.38 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF RICHMAN STREET; THENCE N. 23°49'00" W., ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 152.94 FEET TO A POINT ON THE NORTHWESTERLY SIDE LINE OF SAID LION LODGE; THENCE N. 54°05'00" E., ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 180.03 FEET TO CORNER NO. 4 SAID LODGE; THENCE S. 69°10'48" E., A DISTANCE OF 178.85 FEET TO CORNER NO. 3 SAID LODGE; THENCE S. 40°09'24" E., A DISTANCE OF 114.55 FEET TO A POINT ON THE NORTHWESTERLY SIDE LINE OF THE BLACK BEAR LODGE; THENCE N. 55°52'00" E., ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 280.31 FEET TO A POINT ON THE WESTERLY LINE OF THE MISSOURI LODGE; THENCE S. 45°53'0" E., ALONG SAID WESTERLY LINE A DISTANCE OF 71.34 FEET TO A CORNER SAID LODGE; THENCE N. 54°14'00" E., ALONG THE SOUTHEASTERLY SIDE LINE SAID LODGE A DISTANCE OF 45.56 FEET TO A POINT ON THE WEST LINE OF THE RADICAL LODGE; THENCE S. 38°12'14" E., A DISTANCE OF 49.38 TO CORNER NO. 4 RADICAL LODGE; THENCE N. 52°06'43" E., ALONG THE SOUTHEASTERLY SIDE LINE SAID RADICAL LODGE A DISTANCE OF 462.47 FEET TO A POINT ON THE NORTH LINE OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 7; THENCE N. 86°53'19" E., ALONG SAID NORTH LINE A DISTANCE OF 453.69 FEET TO THE SOUTHWEST CORNER OF THE SE ¼ OF THE NE ¼ OF SECTION 7; THENCE N. 1°46'45" W., ALONG THE WEST LINE SAID SE ¼ OF THE NE ¼ A DISTANCE OF 320.31 FEET TO A POINT ON THE SOUTHEAST SIDE LINE OF THE RADICAL LODGE; THENCE N. 52°06'43" E., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 463.02 FEET TO CORNER NO. 3 SAID RADICAL LODGE; THENCE N. 37°53'00" W., A DISTANCE OF 50.00 FEET TO CORNER 2 SAID RADICAL LODGE; THENCE S. 52°06'43" W., ALONG THE NORTHWESTERLY SIDE LINE SAID RADICAL LODGE A DISTANCE OF 426.56 FEET TO A POINT ON THE WEST LINE SAID SE ¼ OF THE NE ¼; THENCE N. 01°46'45" W., ALONG SAID WEST LINE A DISTANCE OF 512.06 FEET TO A POINT ON THE SOUTHEASTERLY SIDE LINE OF THE CHAMPION LODGE; THENCE N. 56°37'00" E., ALONG SAID SOUTHEASTERLY SIDE LINE A DISTANCE OF 510.33 FEET TO A POINT; THENCE S. 35°37'00" E., A DISTANCE OF 1010.36 FEET TO A POINT; THENCE EAST A DISTANCE OF 332.26 FEET TO A POINT ON THE EAST LINE OF THE NE ¼ OF SAID SECTION 7; THENCE S. 2°143'41" E., ALONG SAID EAST LINE A DISTANCE OF 283.62 FEET, TO THE EAST ¼ CORNER SAID SECTION 7, THE POINT OF BEGINNING, COUNTY OF GILPIN, STATE OF COLORADO.



VICINITY MAP
NTS

LEGAL DESCRIPTION (CONTINUED):

EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 7; THENCE S. 25°56'22" W., A DISTANCE OF 285.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE S. 24°26'34" E., A DISTANCE OF 90.00 FEET; THENCE S. 65°33'26" W., A DISTANCE OF 30.00 FEET; THENCE N. 24°26'34" W., A DISTANCE OF 90.00 FEET; THENCE N. 65°33'26" E., A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, AS EXCEPTED IN ORIGINAL CONVEYANCE FROM THE CITY OF BLACK HAWK TO WINDSOR WOODMONT LLC, IN DEED RECORDED JUNE 16, 1998, IN BOOK 643 AT PAGE 443, COUNTY OF GILPIN, STATE OF COLORADO., AND

EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS (TANK SITE):
A TRACT OF LAND LOCATED IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACKHAWK, COUNTY OF GILPIN, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7 AS BEARING NORTH 86°49'50" EAST FROM A FOUND US DEPARTMENT OF THE INTERIOR COMER BEING A 3 1/2" ALUMINUM CAP MARKED MS 7626 AND BEING SOUTH 86° 49'50" WEST, 993.31 FEET FROM THE EAST SIXTEENTH COMER OF SECTION 7 BEING A FOUND 3 1/2" ALUMINUM CAP AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:
COMMENCING AT SAID MS 7626 COMER;
THENCE SOUTH 45°37'31" EAST 819.01 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 38°54'52" EAST, 170.00 FEET;
THENCE SOUTH 85°34'06" EAST, 157.00 FEET;
THENCE SOUTH 22°29'34" EAST, 300.00 FEET;
THENCE SOUTH 70°14'05" WEST, 35.00 FEET;
THENCE SOUTH 75°06'04" WEST, 50.00 FEET;
THENCE SOUTH 83°40'21" WEST, 95.00 FEET;
THENCE SOUTH 88°44'40" WEST, 95.00 FEET;
THENCE NORTH 55°27'53" WEST, 35.57 FEET;
THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 25°05'57" WITH A RADIUS OF 125.00 FEET, AND AN ARC LENGTH OF 54.76 FEET AND THE CHORD OF WHICH BEARS NORTH 35°21 '05" WEST, 54.32 FEET; THENCE NORTH 19°43'24" WEST, 137.99 FEET TO THE POINT OF BEGINNING.

SITE DEVELOPMENT PLAN NOTE

THIS PLAN CONSTITUTES A SITE SPECIFIC DEVELOPMENT PLAN AS DEFINED IN §24-68-101, ET SEQ., CRS, AND ORDINANCE NO. _____ OF THE CITY OF BLACK HAWK " [AND IF APPLICABLE] ", THE TERMS AND CONDITIONS OF SUCH APPROVAL ARE CONTAINED IN RESOLUTION NO. _____ ADOPTED BY THE CITY ON AND AVAILABLE AT CITY HALL, 201 SELAK STREET, BLACK HAWK, COLORADO.

BOARD OF ALDERMAN CERTIFICATE

CITY OF BLACK HAWK BOARD OF ALDERMAN CERTIFICATE

THIS SITE DEVELOPMENT PLAN IS RECOMMENDED IS APPROVED AND ACCEPTED BY THE BOARD OF ALDERMAN OF THE CITY OF BLACKHAWK, COLORADO, THIS ____ DAY OF _____, 200__.

BY: _____
MAYOR OF THE CITY OF BLACKHAWK, COLORADO

ATTEST: _____
CITY CLERK

CERTIFICATE OF OWNERSHIP

OWNERS SIGNATURE:

CORPORATION: AMERISTAR CASINOS, INC.
3773 HOWARD HUGHES PKWY, SUITE 200N
LAS VEGAS, NEVADA 89169

BY: _____ DATE _____
TITLE: _____

BY: _____ DATE _____
TITLE: _____

ACKNOWLEDGEMENT:

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 200__, BY _____, AS _____, AND _____, AS _____ OF AMERISTAR CASINOS, INC.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

SHEET INDEX

- | | |
|-----|---------------------------|
| 1 | COVER SHEET |
| 2 | OVERALL PARCEL PLAN |
| 3 | SPRUNG BUILDING SITE PLAN |
| 4-5 | SPRUNG BUILDING PLANS |

REVISIONS	Description
	CITY REVIEW COMMENTS
Date	
By	
SS	

DATE	12-14-15
BY	SS

DRAWN	SS
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CHECKED	SMS
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DESIGNED	SMS
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FILENAME	15-237 SP-CV.dwg
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**AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING
SITE DEVELOPMENT PLAN**

COVER SHEET

CIVAS
engineering
civil engineering solutions
10066 Briarbane Lane
Littleton • Colorado • 80130
Tel: 720-240-6882
Fax: 720-223-6092

JOB NO.	15-237
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SCALE	N/A
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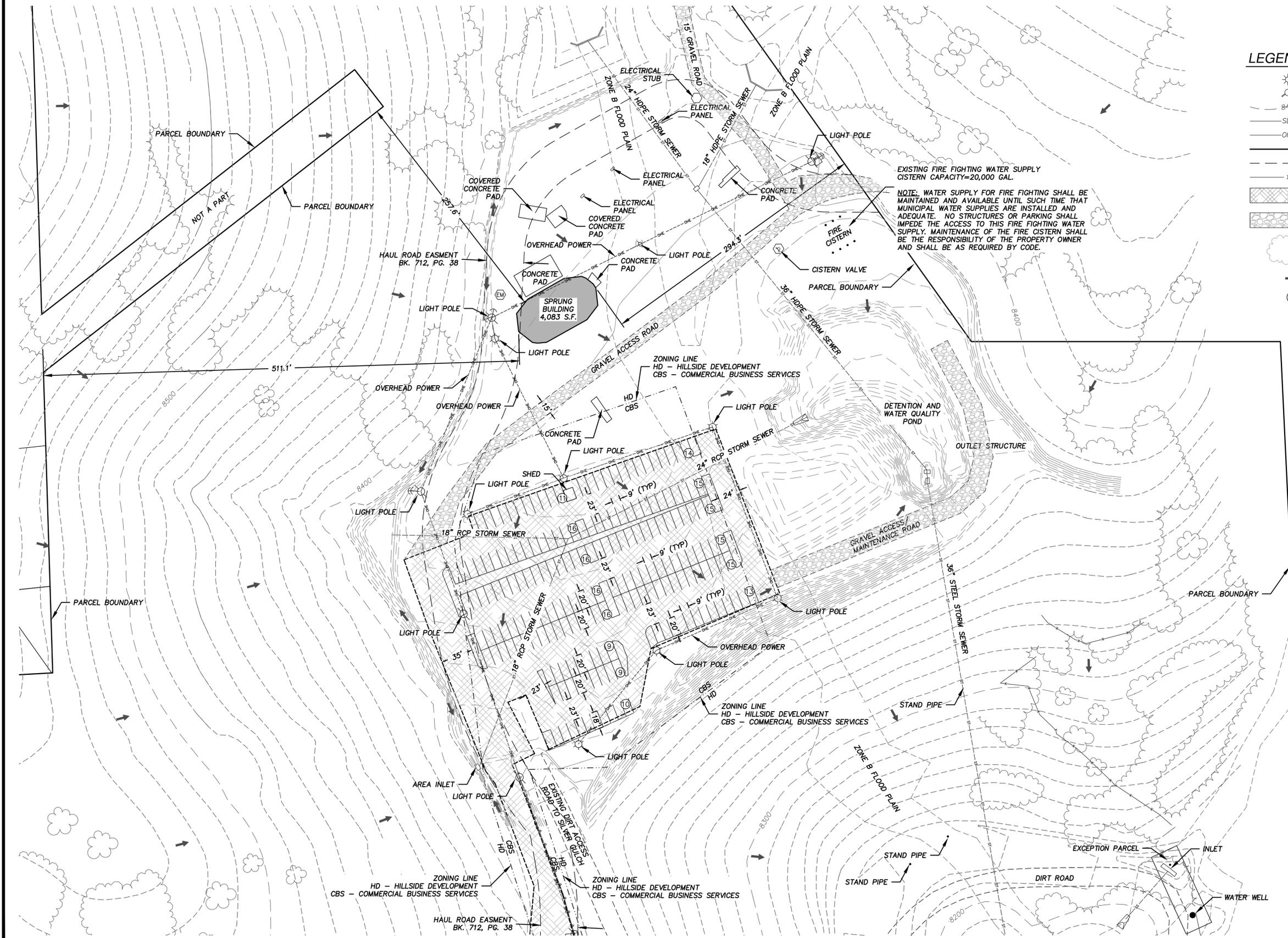
DATE	SEPTEMBER 16, 2015
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SHEET	TOTAL SHEETS
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1

5

**AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING
SITE DEVELOPMENT PLAN**
PART OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

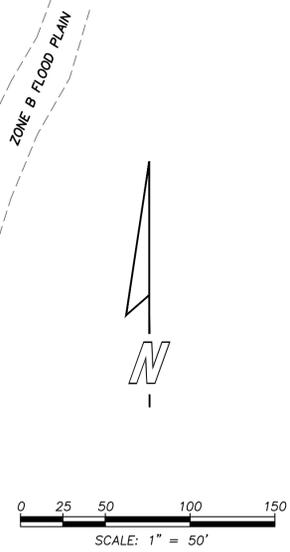


LEGEND:

- EXISTING LIGHT POLE
- EXISTING FIRE HYDRANT
- EXISTING STORM SEWER
- EXISTING STORM SEWER
- EXISTING OVERHEAD POWER
- PROPERTY LINE
- EASEMENT LINE
- EXISTING WOOD FENCE
- EXISTING ASPHALT PAVEMENT
- EXISTING GRAVEL ROAD
- EXISTING TREES/VEGETATION
- DRAINAGE FLOW DIRECTION
- PARKING STALL COUNT

SITE DATA:

GROSS AREA: 90.754 AC.
PARCEL AREA: 90.754 AC.
NET BUILDING AREA: 4,083 S.F.



REVISIONS	Description
By: SS	12-14-15 CITY REVIEW COMMENTS

DRAWN	SS
CHECKED	SMS
DESIGNED	SMS
FILENAME	15-237 SP-CV.dwg

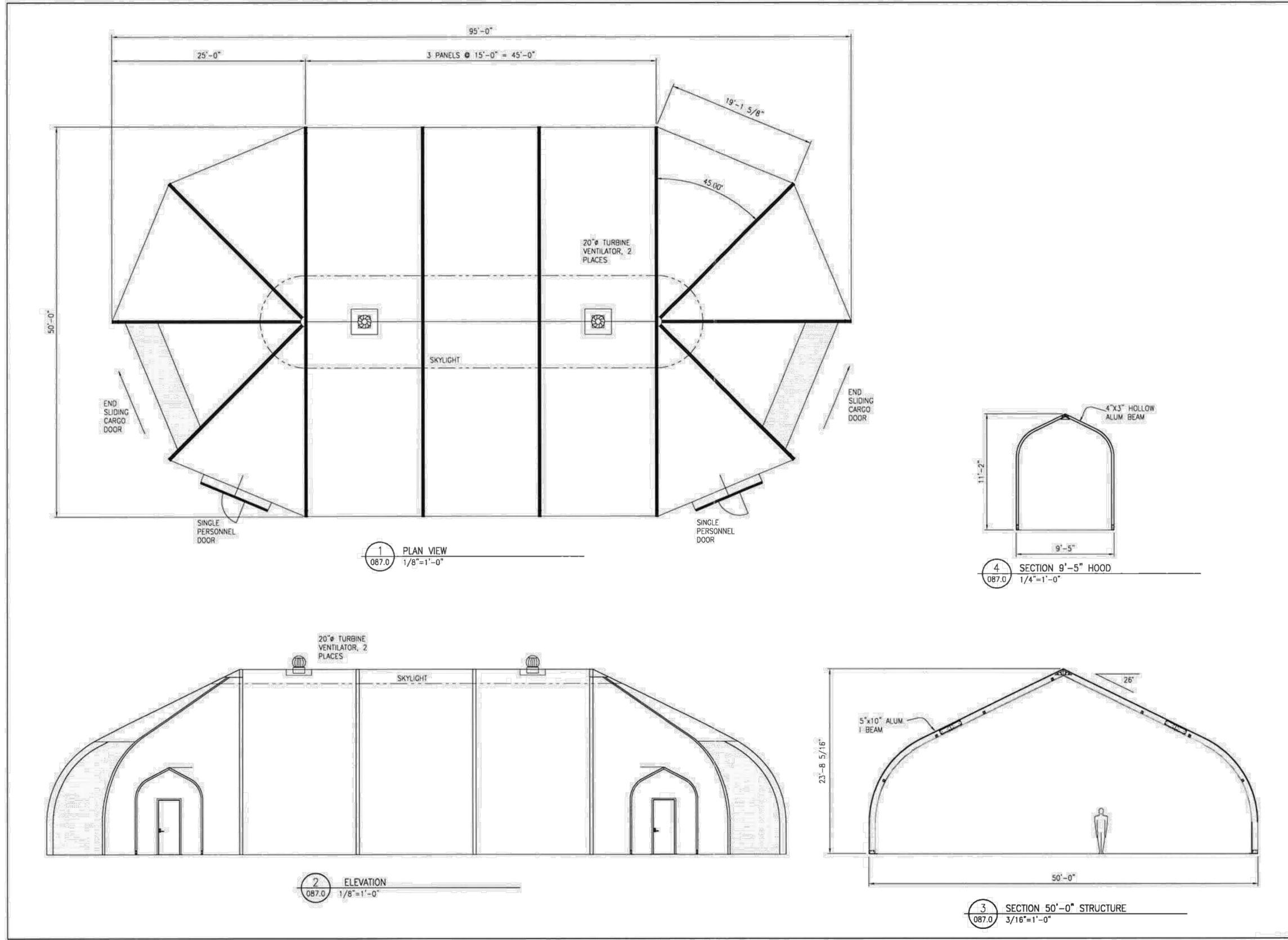
**AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING
SITE DEVELOPMENT PLAN**

SITE PLAN

CIVAS
engineering
civil engineering solutions
10056 Briarlane Lane
Littleton • Colorado • 80130
Tel: 720-240-6882
Fax: 720-223-6092

JOB NO.	15-237
SCALE	N/A
DATE	SEPTEMBER 16, 2015
SHEET	3
TOTAL SHEETS	5

**AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING
SITE DEVELOPMENT PLAN**
PART OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



**SPRUNG
INSTANT STRUCTURES**
Manufacturers of Engineered Retractable Structures
TOLL FREE: 1-800-823-8888
OR (402) 240-5071 www.sprung.com

GENERAL NOTES:

- ALL PERSONNEL DOORS C/W PANIC HARDWARE & HOODS.
- STRUCTURE MEMBRANE MEETS: NFPA 701, CALIFORNIA STATE FIRE MARSHAL, ASTM E84, UBC 31-1, AND UL6109 SPECIFICATIONS.
- THIS STRUCTURE IS DESIGNED TO SHED SNOW. THE PERIMETER OF THE STRUCTURE SHOULD BE KEPT CLEAR.
- WHEN DESIGNING A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM FOR ANY TYPE OF BUILDING, IT IS IMPORTANT TO ENSURE THAT THIS SYSTEM INTAKES MORE AIR THAN IS BEING EXHAUSTED AT ANY GIVEN TIME. THIS PROCESS WILL RESULT IN A POSITIVE PRESSURE BEING MAINTAINED. CONVERSELY, IF NEGATIVE PRESSURE EXISTS WITHIN THE STRUCTURE, IT WILL BE DIFFICULT TO OPEN DOORS AND MOISTURE WILL BE DRAWN INTO THE STRUCTURE.
- ALL INTERIOR WALLS & PARTITIONS (IF APPLICABLE) TO BE FREE STANDING & INDEPENDENT OF SPRUNG STRUCTURE.

DESIGN LOADS

STRUCTURE LOCATION: DENVER, CO
BUILDING CODE: IBC
WIND SPEED: 105 mph
EXPOSURE C
GROUND SNOW LOAD: 30 psf
(SEE SNOW SHED REPORT)

Steven B. Brown & Associates
Consulting Engineers
485 Breckland Road, Suite B
Boulder, Colorado 80501

SIGNATURE SERIES

REV	DATE	DESCRIPTION

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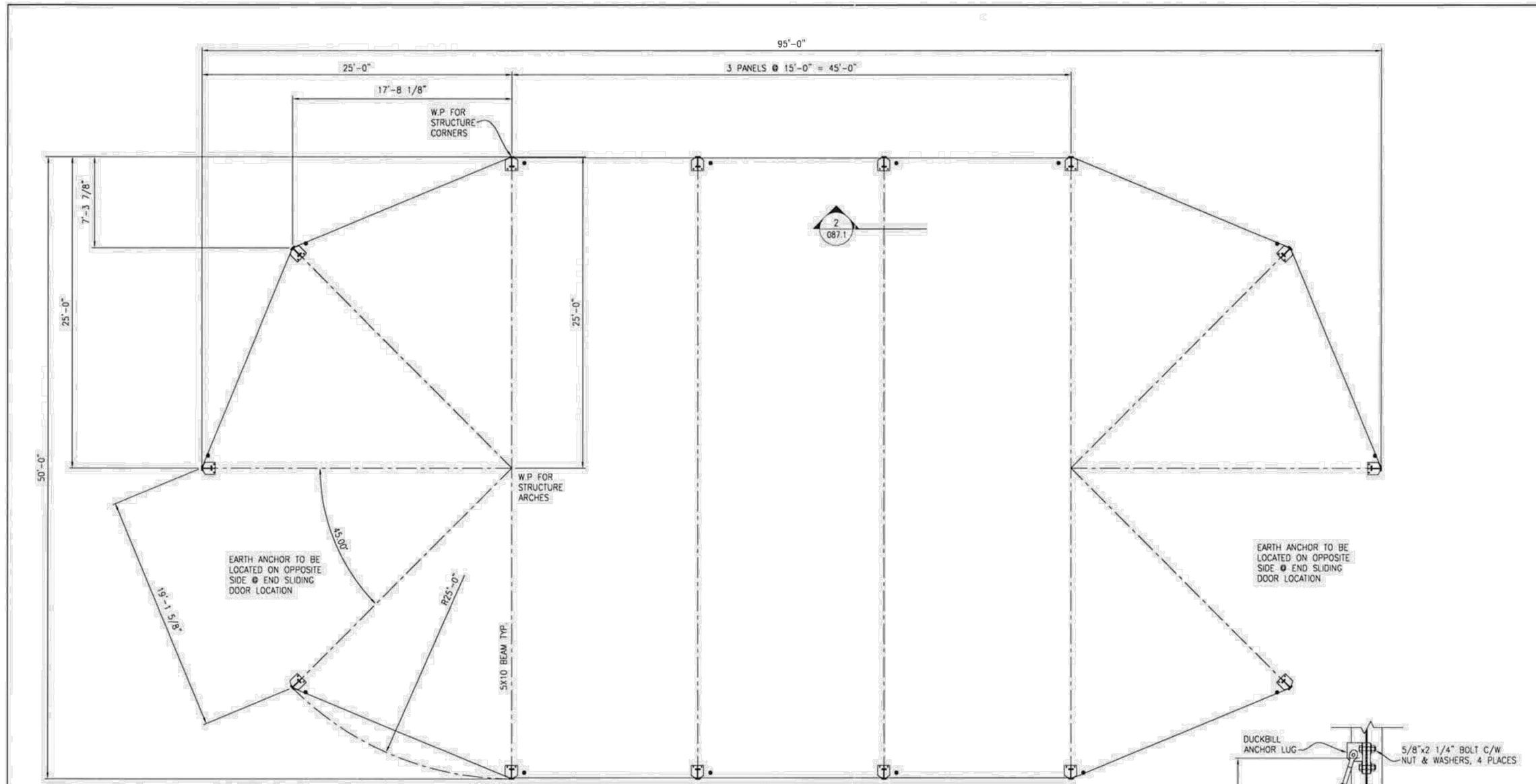
HENSEL PHELPS

**50.0' x 95.0'
WAREHOUSE**

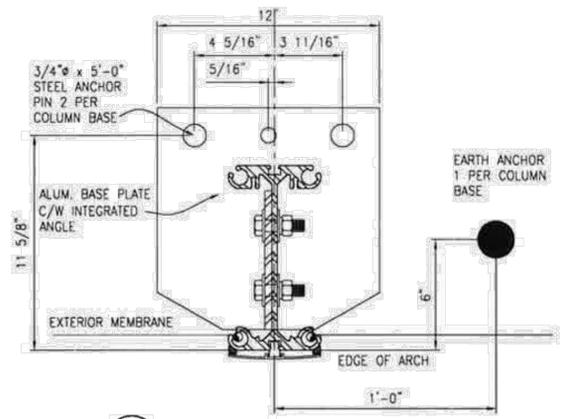
DRAWN A. PILMEISTER	DATE 04/20/2005
CHECKED	APP'D
SCALE AS NOTED	DRAWING # P05087.0
DUST/APP'L	

<p>AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING SITE DEVELOPMENT PLAN</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">No.</th> <th style="width: 40%;">Description</th> <th style="width: 10%;">Date</th> <th style="width: 10%;">By</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Description	Date	By				
No.	Description	Date	By						
<p>DRAWN: SS</p> <p>CHECKED: SMS</p> <p>DESIGNED: SMS</p> <p>FILENAME: 15-237 SP ELEV.dwg</p>	<p>CIVAS engineering civil engineering solutions</p> <p>10066 Briarlane Lane Littleton • Colorado • 80120 Tel: 720-240-6882 Fax: 720-223-6092</p>								
<p>JOB NO.: 15-237</p> <p>SCALE: N/A</p> <p>DATE: SEPTEMBER 16, 2015</p> <p>SHEET: 4 TOTAL SHEETS: 5</p>	<p>SPRUNG BUILDING PLANS</p>								

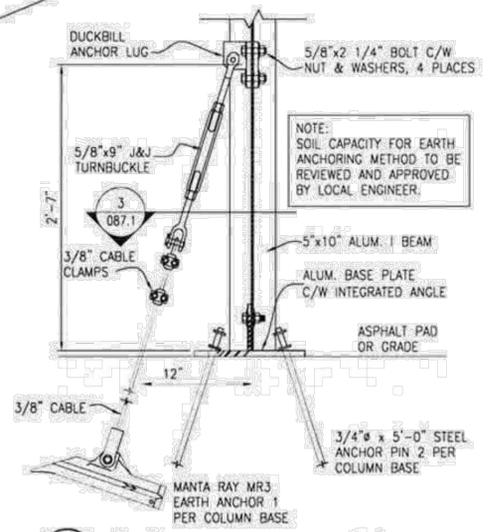
**AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING
SITE DEVELOPMENT PLAN**
PART OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



1 EARTH ANCHOR LAYOUT
087.1 1/4"=1'-0"



3 5'x10' EARTH ANCHOR - PLAN
087.1 3"=1'-0"



2 5'x10' EARTH ANCHOR DETAIL (MR3)
087.1 1 1/2"=1'-0"



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TOLL FREE: 1-800-829-0000
OR (408) 240-3871 www.sprung.com

GENERAL NOTES:
1. SOIL CAPACITY OF EARTH ANCHORING METHOD TO BE REVIEWED AND APPROVED BY LOCAL ENGINEER

Signature Series

REV	DATE	DESCRIPTION

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HENSEL PHELPS

**50.0' x 95.0'
EARTH ANCHOR LAYOUT**

DRAWN	A. FILMMASTER	DATE	04/20/2005
CHECKED	APP'D		
SCALE	AS NOTED	DRAWING #	P05087.1
CUST APP'L			

<p>AMERISTAR CASINO BLACK HAWK SPRUNG BUILDING SITE DEVELOPMENT PLAN</p>	<p>SPRUNG BUILDING PLANS</p>						
<p>CIVAS engineering civil engineering solutions</p> <p>10066 Briarlane Lane Littleton • Colorado • 80130 Tel: 720-240-6882 Fax: 720-223-6092</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 45%;">Description</th> <th style="width: 50%;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Description	Date			
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<p>BY: _____</p>	<p>DATE: _____</p>						
<p>DRAWN: SS</p>	<p>CHECKED: SMS</p>						
<p>DESIGNED: SMS</p>	<p>FILENAME: 15-237 SP-ELEV.dwg</p>						
<p>JOB NO. 15-237</p>	<p>SCALE N/A</p>						
<p>DATE SEPTEMBER 16, 2015</p>	<p>SHEET 5 TOTAL SHEETS 5</p>						

RESOLUTION 19-2016
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
APPROPRIATENESS FOR
THE ST. CHARLES
CARRIAGE HOUSE
BUILDING

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

Resolution No. 19-2016

**TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF
APPROPRIATENESS FOR THE ST. CHARLES CARRIAGE HOUSE
BUILDING**

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 the Certificate of
Appropriateness, upon satisfaction of the following condition:

All applicable permits including building permits and electrical permits are to be obtained
before work commences.

RESOLVED AND PASSED this 23rd day of March, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

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

SUBJECT: Certificate of Appropriateness / St Charles Carriage House (P-15-17)

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

MOTION TO CONDITIONALLY APPROVE Resolution No. 19-2016, a resolution conditionally approving a Certificate of Appropriateness for the proposed St Charles Carriage House building, with the following condition:

1. All applicable building and electrical permits must be obtained prior to beginning construction.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On February 10, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness for a City-owned property located at 270 Gregory Street. The project proposes construction of a new parking structure. The structure will be utilized for free public parking for Black Hawk visitors. Attached to this staff report is a copy of the land use application, grading plan, site and utility plans, and elevation renderings. Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be approved.

AGENDA DATE:

March 23, 2016

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

Yes No

STAFF PERSON RESPONSIBLE:

Matt Reed – PW, Cynthia Linker – CP&D
Vincent Harris - Baseline Corporation

DOCUMENTS ATTACHED:

Resolution 19-2016, Public Hearing Notice,
Land Use Application, Grading Plan, Site
and Utility Plan, Elevation Drawings

RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:



3/10/2016
Vince Harris, Baseline Corporation

REVIEWED BY:



Jack D. Lewis, City Manager

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for the St. Charles Carriage House Parking Structure, located on property described in Exhibit A and generally located at 270 Gregory Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, March 23, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

270 Gregory Street–

Block 32, Lots 11 thru 15; Block 33, Lots 1 thru 7; and Block 34, Lots 1 thru 3 all in the Southwest Quarter of Section 7, Township 3 South, Range 72 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado.

Staff Report

STAFF REPORT: Certificate of Appropriateness – St. Charles Carriage House Parking Garage
For: City Council
Project: Saint Charles Carriage House / P-15-17
Property Address: 270 Gregory Street
Applicants: City of Black Hawk (Matt Reed, Public Works)
Zoning: HARD
Prepared by: Jaxon Fagan, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation 
Reviewed by: Cynthia Linker, CP&D Administrator

BACKGROUND:

The City of Black Hawk received an application (2/10/2016) for a Certificate of Appropriateness (CofA) for a City-owned property located at 270 Gregory Street. This project proposes construction of a new parking structure to serve as free public parking for Black Hawk visitors. The new building is proposed at 270 Gregory Street. The application was submitted to the City of Black Hawk Community Development and Planning Department who will oversee the permitting of the proposed facility.

The intent of the CofA application as regulated by Sec. 16-368 of the City of Black Hawk Municipal Code is to ensure that all development and redevelopment is reviewed prior to construction, reconstruction, alterations or demolition. A CofA application requires Staff to review a proposed development for compliance with design and zoning standards and deem it acceptable for development and provide a recommendation to City Council.

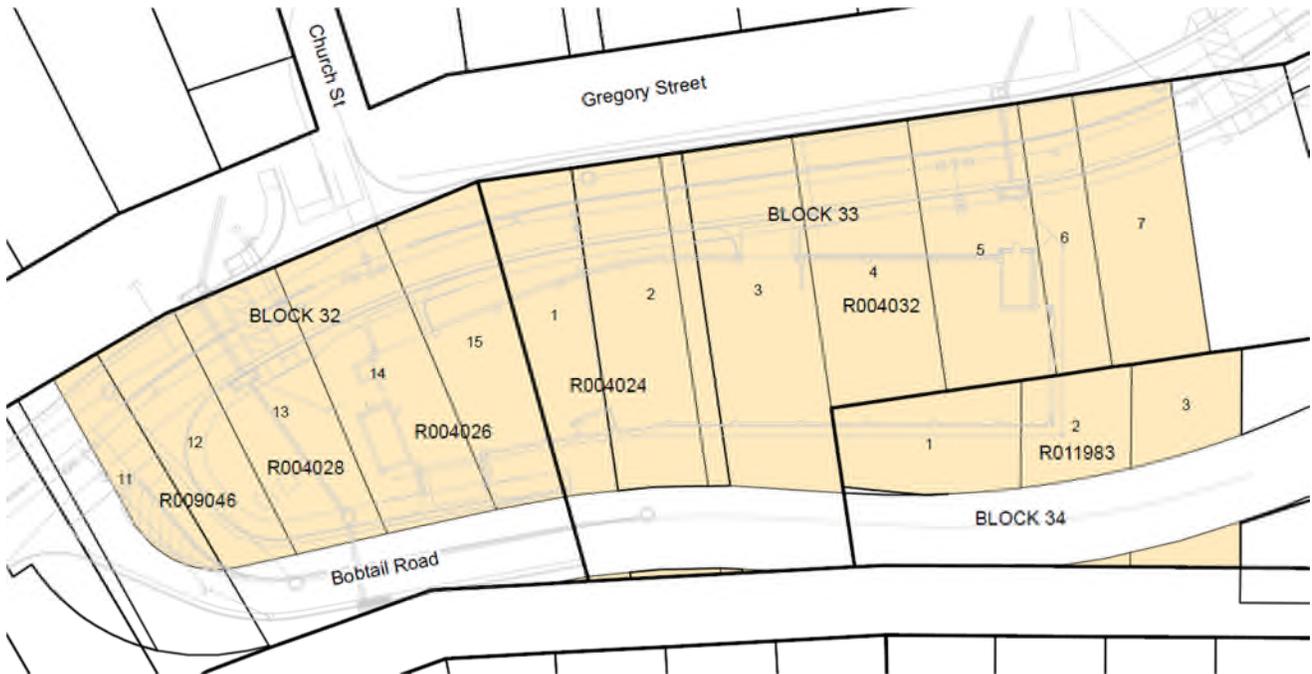
The regulations for a CofA have been reviewed by staff and comments are included below. Attached to this staff report are the CofA supporting documents and application. Excerpts from the supporting documents are included in the following graphics.

The site today is currently empty of structures. Formerly the buildings known as Winner’s Haven/Black Forest Inn were located on this site.

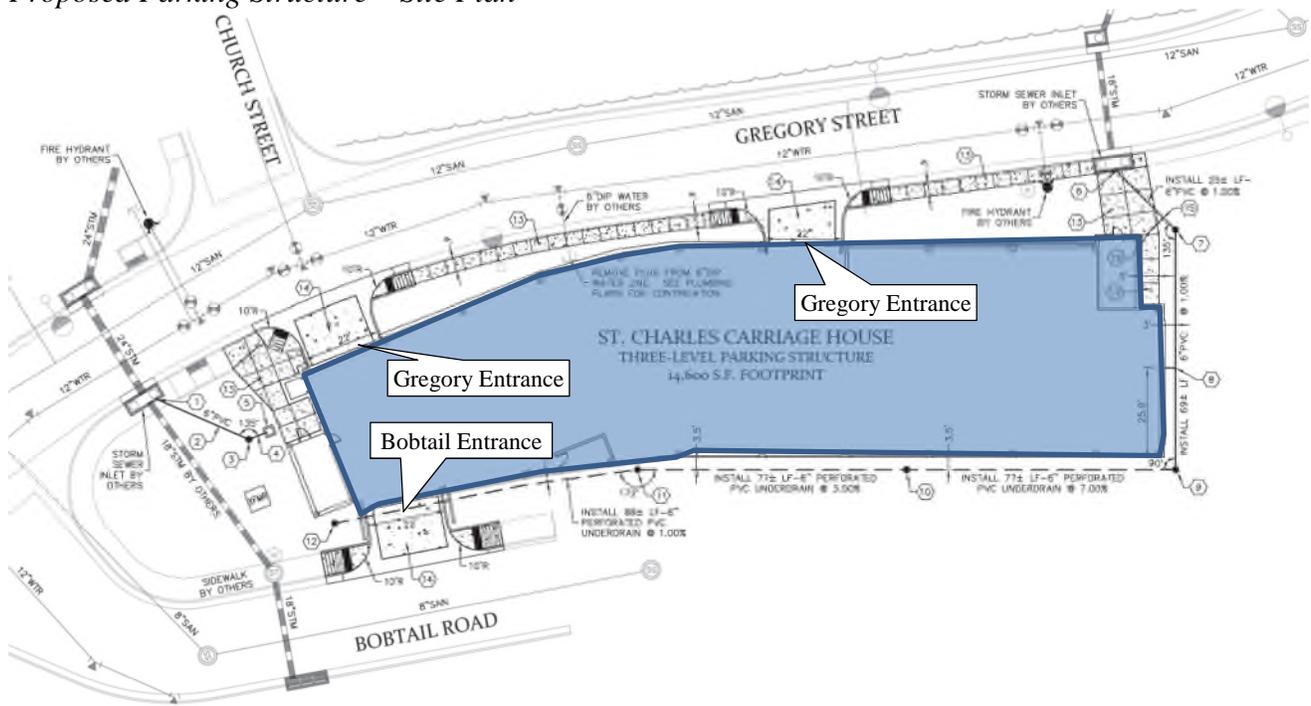
Existing Site



Proposed Parking Structure – Plan View - Parcels



Proposed Parking Structure – Site Plan



Proposed Parking Structure – Elevations



North Elevation



Window Elevation



East Elevation



West Elevation

REVIEW CRITERIA:

Applicable City of Black Hawk Regulations

Certificate of Appropriateness:

Excerpts from:

**City of Black Hawk
Zoning Code
Chapter 16 - Zoning**

16-361 Procedures and submittal requirements.

All procedures and submittal requirements for a Certificate of Appropriateness have been reviewed by staff. All submittal requirements have been satisfied.

Sec. 16-368. City Council historic review process. Any person 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.

16-368(3)(a). No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:

1. Construction of a new building, structure or improvement
2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
3. Demolition of any improvement;
4. Construction or erection of or addition to any improvement upon any land located within the City;
5. Excavation requiring an excavation permit.

16-368(3)(f): Criteria for determining appropriateness of erection, construction, reconstruction, alteration. In determining the appropriateness of work (other than demolition) as proposed in an application for a site development plan or a building permit, the Board of Aldermen shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant. *The applicant has submitted all required plans and building elevations.*
2. Information presented at a public hearing held concerning the proposed work. *The applicant will provide additional information at the City Council meeting if needed.*
3. The purpose of this Chapter. *The purpose of this Chapter is to ensure that all development and in this case, the new development, meet the design, development and zoning requirements of the City of Black Hawk. Staff finds the proposed development to be in conformance with the City of Black Hawk zoning and development standards.*

4. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City. *The applicant has and will continue to pay all necessary fees required by the City.*
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 proposed structure will match or compliment the current design, materials, and colors of found in the surrounding area. Staff finds all proposed architectural features to be appropriate for the subject site. The design of the new garage specifies high quality façade materials and detailed fenestration to enhance the quality and character of the proposed structure. Excellent design is proposed and the building will establish a quality and character for future development in the destination HARD district.*
6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value. *The architecture of the proposed structure is compatible with the character promoted by the City and is consistent with the character of adjacent buildings. The Gregory Street Sub Area Plan envisions a ‘destination district’ and ‘pedestrian plaza’ in the immediate vicinity of the proposed structure. The additional parking spaces provided by the proposed structure will accommodate increased visitors while minimizing the need for on street parking or surface parking lots which would diminish the desired pedestrian character of the area.*
7. The design standards for the City. *The proposed structure has been reviewed against the Commercial Design Guidelines for New Buildings. Section C subsection XXI of the design guidelines provides standards for parking structures within the City of Black Hawk. See below.*

**City of Black Hawk
Commercial Design Guidelines**

Section C (XXI): Parking Structures

- a. Parking structures shall not dominate the streetscape. *The proposed street level architectural features allow the structure to blend with its surroundings, ensuring that it will not dominate the streetscape. The selection of materials allows it to blend into the surrounding landscape and the character of the street level provides a human scale at the street level.*
- b. Design parking structures to allow spaces for active uses at the sidewalk. This may be accomplished by designing below-grade parking or by having retail or personal service space along the street frontage. *The proposed parking structure is located at the perimeter*

of the Gregory Street corridor. This facility is designed to enhance the new HARD District area and will allow proximate parking for the future retail/destination district.

- c. Where possible, locate the primary entrances to parking garages to the side or rear of buildings. *2 of 3 entrances are on the primary building elevation. The garage creatively uses an entrance from Bobtail Street, taking advantage of the topography. It is not possible to access the structure from a side and not create access issues to a street.*
- d. Minimize the appearance of any parking structure entrances that appear on a primary building elevation. *The entrances on the primary building elevation are minimized by the use of architectural details consistent with the rest of the building. In addition, the arched window areas add excellent fenestration and create an older quality mining town character.*
- e. To minimize the impact of the parking garage or vehicular entry on the streetscape, the scale of the garage entry shall be the same scale as the vehicle. *The scale of the structure is consistent with the scale of vehicles that will use it.*
- f. Parking structures may be closed or open, but light fixtures in the structure must be shielded and visibility of the luminaire in the fixture from the street or pedestrian way shall be minimized. Light shall not trespass beyond the face of the parking structure at any parking level. *Exterior lighting information is not included as no exterior lights are proposed. The applicant (City) will install the interior lights in accordance with all City standards and adhere to light spillage techniques to reduce/eliminate glare toward the residences along Church and High Streets.*
- g. Screen views of vehicles in parking structures so they are not visible from the surrounding streets. *Brick and window enhancements provide excellent screening and fenestration along the street frontage and will adequately block much visibility of parked vehicles from Gregory Street.*
- h. High light levels are not required in parking structures. Excessively lit parking structures are not acceptable. *Lighting information was not submitted with the CofA. The applicant (City) will construct the interior lights in accordance with all City standards.*
- i. Louvered openings on open parking garages can minimize light trespass in the same way that mini-blinds regulate light that enters a room. Shielding the visibility of bare bulbs from the street or sidewalk is highly enforced, although openings that face a cut hillside only do not necessarily need to comply with light trespass regulations. *Lighting information was not submitted with the CofA. Again, the applicant (City) will construct the interior lights in accordance with all City standards. There are window openings along Gregory Street, but all lighting will be interior to the structure and any light to escape will be directed toward the ground.*
- j. Design parking structures so that there is quick access and clear, separate pedestrian routes to the outside. Avoid access paths that cause conflicts between the pedestrian and the

vehicle. *There are four clear and separate pedestrian routes that directly access sidewalks along Gregory Street.*

- k. Setbacks shall be designed to allow service access to the side and rear of the building. *There is adequate service access on the side and rear of the building.*

From the staff perspective, the proposed architecture of the St. Charles Carriage House Garage is in compliance with the commercial design guidelines.

STAFF COMMENTS:

Staff from Baseline Corporation has evaluated the information provided for the Saint Charles Carriage House. The City of Black Hawk Municipal Code allows for construction of the new Saint Charles Carriage House with the approval of a Certificate of Appropriateness by City Council followed by building permits. The proposed facility will offer the City an increased capacity to provide services and parking to future visitors and clientele in the community.

In summary, staff has determined that the submittal is in substantial compliance and recommends that a Certificate of Appropriateness be approved, subject to the following condition:

1. All applicable building and electrical permits must be obtained prior to beginning construction.

FINDINGS:

City Council may *approve, conditionally approve, or deny* this Certificate of Appropriateness. To support this proposal, the following findings can be used:

1. The proposed Saint Charles Carriage House will provide a significant asset to the City of Black Hawk as it continues to grow and expand and to begin to establish the HARD District destination area.
2. The proposal meets the criteria outlined in the City of Black Hawk Municipal Code and Commercial Design Guidelines as noted and evaluated in the staff report presented to City Council.
3. The proposal furthers the goals of the Gregory Street Sub-Area Plan.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH ONE CONDITION** a Certificate of Appropriateness for the Saint Charles Carriage House, as submitted. The proposed condition is as follows:

1. All applicable building and electrical permits must be obtained prior to beginning construction.

Attachments:

- Original Land Use Application
- Grading Plan
- Site and Utility Plan
- Proposed Building Elevation Renderings

Applicant's Submittal



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

STEP 2
PRE-PLANNING &
LAND DEVELOPMENT
APPLICATION

TO BE COMPLETED BY APPLICANT

DATE: 02/10/2016 APPLICANT NAME: City of Black Hawk
 APPLICANT ADDRESS: 987 Miners Mesa Road, Black Hawk CO 80422
 APPLICANT MAILING ADDRESS: P.O. Box 68, Black Hawk CO 80422
 APPLICANT CONTACT NUMBER: 303-582-2288 EMAIL ADDRESS: mreed@cityofblackhawk.org
 PROPERTY OWNER NAME: City of Black Hawk
 PROPERTY OWNER ADDRESS: 201 Selak Street, Black Hawk CO 80422
 PROPERTY OWNER MAILING ADDRESS: P.O. Box 86, Black Hawk CO 80422
 PROPERTY OWNER CONTACT NUMBER: 303-582-2288 EMAIL ADDRESS: mreed@cityofblackhawk.org
 PROJECT NAME: St. Charles Carriage House
 PROJECT ADDRESS: 270 Gregory Street
 PROJECT DESCRIPTION: Parking Structure
 IS PROPERTY WITHIN CITY LIMITS: YES NO
 PRESENT ZONING: HARD CURRENT USE: Vacant
 NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): N/A
 NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): N/A
 GILPIN COUNTY ASSESSOR'S I.D. NO.(S): See attached map EXISTING PROPERTY SIZE: 1.11 Ac ACRES/SQ.FEET
 (PLEASE ATTACH A COPY OF SURVEY/PLAT.)
 EXISTING BUILDING SIZE: N/A SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: N/A

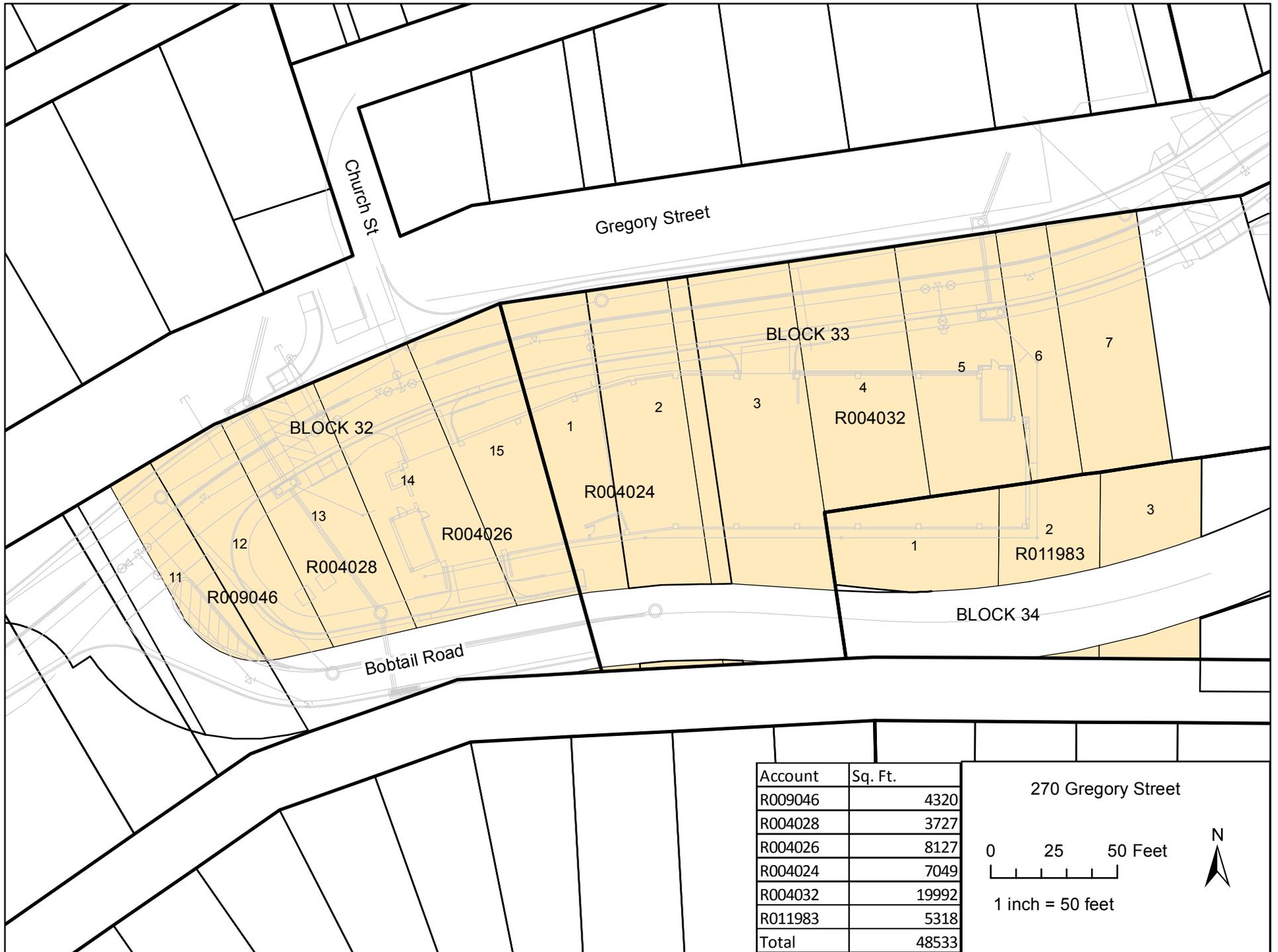
APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING

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

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, hereby certify that to the best of my knowledge and believe, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code, the adopted Black Hawk Fee Schedule and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

SIGNATURE OF APPLICANT: Matthew Reed DATE: 2-10-16



Account	Sq. Ft.
R009046	4320
R004028	3727
R004026	8127
R004024	7049
R004032	19992
R011983	5318
Total	48533

270 Gregory Street

0 25 50 Feet

1 inch = 50 feet

SAINT CHARLES CARRIAGE HOUSE

BLACK HAWK, COLORADO



North Elevation



Window Elevation



East Elevation



West Elevation

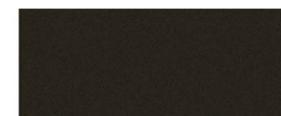
MATERIAL LEGEND



CORTEN STEEL CORRUGATED ROOF AND STRUCTURAL STEEL



GENERAL SHALE - HONEY SUCKLE STONE



PREFINISHED DARK BRONZE WINDOW FRAMES



GENERAL SHALE - OLD GEORGETOWN BRICK



LYONS SANDSTONE WINDOW SILLS



PAINT AT ENTRY ARCHES TO MATCH SANDSTONE WINDOW SILLS

1 of 2

DATE:

Date

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PRESENTATION 1

2701 LAWRENCE ST., UNIT 1
DENVER, CO 80205
INFO@MANIFOLDINC.COM

MANIFOLD
DESIGN AND DEVELOPMENT, INC.

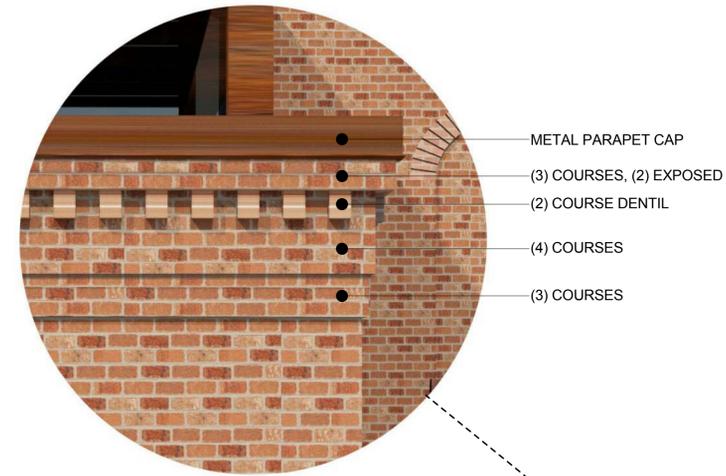


SAINT CHARLES CARRIAGE HOUSE

BLACK HAWK, COLORADO



East Stair Tower Elevation



- METAL PARAPET CAP
- (3) COURSES, (2) EXPOSED
- (2) COURSE DENTIL
- (4) COURSES
- (3) COURSES

West Entry Corbel Detail



West Entry and Stair Tower Elevation

MATERIAL LEGEND



CORTEN STEEL CORRUGATED ROOF AND STRUCTURAL STEEL



GENERAL SHALE - HONEY SUCKLE STONE



PREFINISHED DARK BRONZE WINDOW FRAMES



GENERAL SHALE - OLD GEORGETOWN BRICK



LYONS SANDSTONE WINDOW SILLS



PAINT AT ENTRY ARCHES TO MATCH SANDSTONE WINDOW SILLS

PRESENTATION 2

2 of 2

DATE: _____ Date

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RESOLUTION 20-2016
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
APPROPRIATENESS FOR
THE DEMOLITION OF
THE EXISTING PARKING
GARAGE AT THE
MONARCH CASINO
PROPERTY

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

Resolution No. 20-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF THE EXISTING PARKING GARAGE AT THE MONARCH CASINO PROPERTY

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

Section 1. The City Council hereby determines to conditionally approve the Certificate of Appropriateness for the demolition of the parking garage at the Monarch Casino, provided that the following conditions are satisfied:

- A. All applicable building and electrical permits must be obtained prior to beginning demolition;
- B. A demolition permit(s) shall be obtained prior to beginning demolition; and
- C. A detailed Safety Plan(s) must be submitted by the Owner for review and approval prior to issuing any type of demolition permit or authorizations to do such.

RESOLVED AND PASSED this 23rd day of March, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

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

SUBJECT: Certificate of Appropriateness/Monarch Parking Garage Demolition (P-16-01)

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

MOTION TO CONDITIONALLY APPROVE Resolution No. 20-2016, a resolution approving a Certificate of Appropriateness for the demolition of the existing Monarch Garage with the following conditions:

1. All applicable building and electrical permits must be obtained prior to beginning demolition.
2. A demolition permit(s) shall be obtained prior to beginning demolition.
3. A detailed Safety Plan(s) must be submitted by the Owner for review and approval prior to issuing any type of demolition permit or authorizations to do such.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On January 28, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness for property located at 444 Main Street. The project proposes demolition of an existing parking structure. Attached to this staff report is a copy of the original land use application, project narrative, and existing conditions images. Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be approved.

AGENDA DATE:

March 23, 2016

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

Yes No

STAFF PERSON RESPONSIBLE:

Cynthia Linker, CP&D
Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:

Resolution No. 20-2016, Public Hearing Notice, Land Use Application, Project Narrative, and Existing Conditions Images

RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:



3/10/2016
Vince Harris, Baseline Corporation

REVIEWED BY:



Jack D. Lewis, City Manager

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for Demolition of the Existing Monarch Casino Parking Garage, located on property described in Exhibit A and generally located at 444 Main Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, March 23, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

444 Main Street –

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

Staff Report

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

Date prepared: March 10, 2016
Meeting Date: March 23, 2016

STAFF REPORT: Certificate of Appropriateness – Monarch Garage Demolition

For: City Council
Project: Monarch Garage Demolition/ P-16-01
Property Address: 444 Main Street
Applicants: Monarch Growth, Inc.
Zoning: GOLD/PUD (2013-15)
Prepared by: Jaxon Fagan, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Administrator



BACKGROUND:

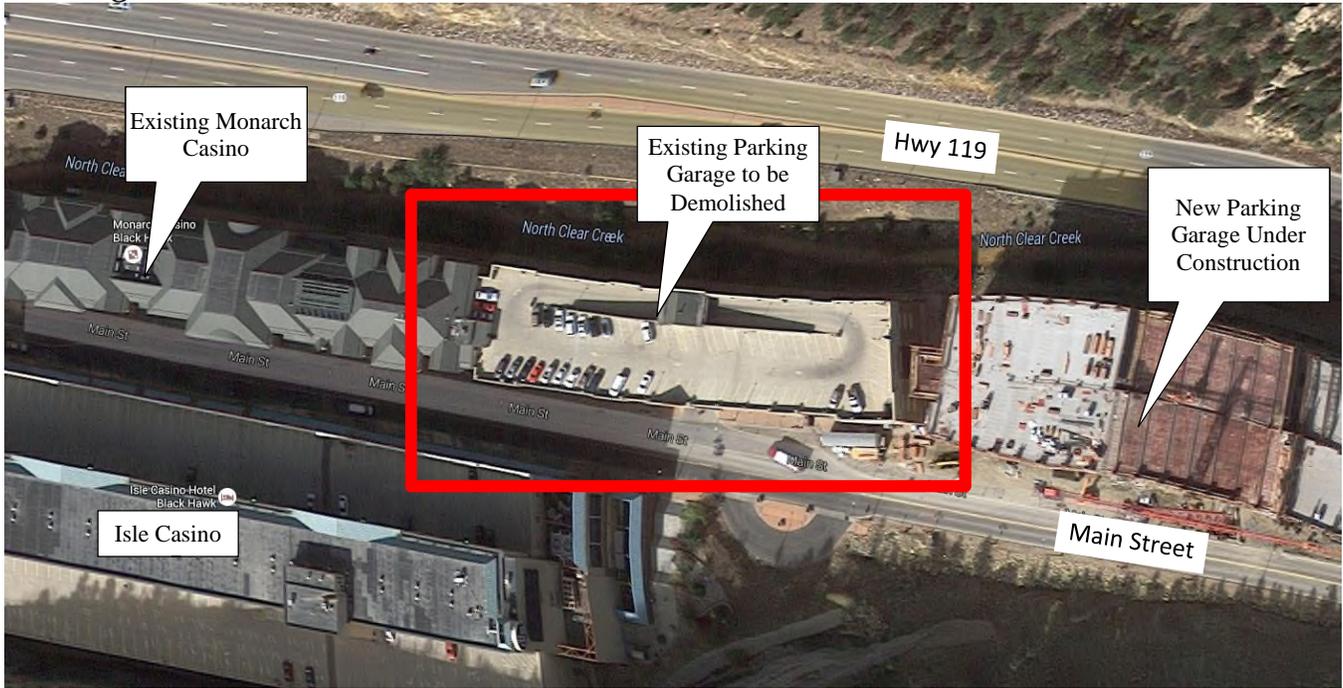
The City of Black Hawk received an application (1/28/2016) for a Certificate of Appropriateness (CofA) for a Monarch Growth, Inc. owned property located at 444 Main Street. This project proposes the demolition of an existing parking structure at 444 Main Street. The application was submitted to the City of Black Hawk Community Development and Planning Department who will oversee the permitting of the demolition.

The intent of the CofA application as regulated by Sec. 16-368 of the City of Black Hawk Municipal Code is to ensure that all development and redevelopment is reviewed prior to construction, reconstruction, alterations or demolition. A CofA application requires Staff to review a proposed development for compliance with design and zoning standards and deem it acceptable for development or in this case, demolition, and provide a recommendation to City Council.

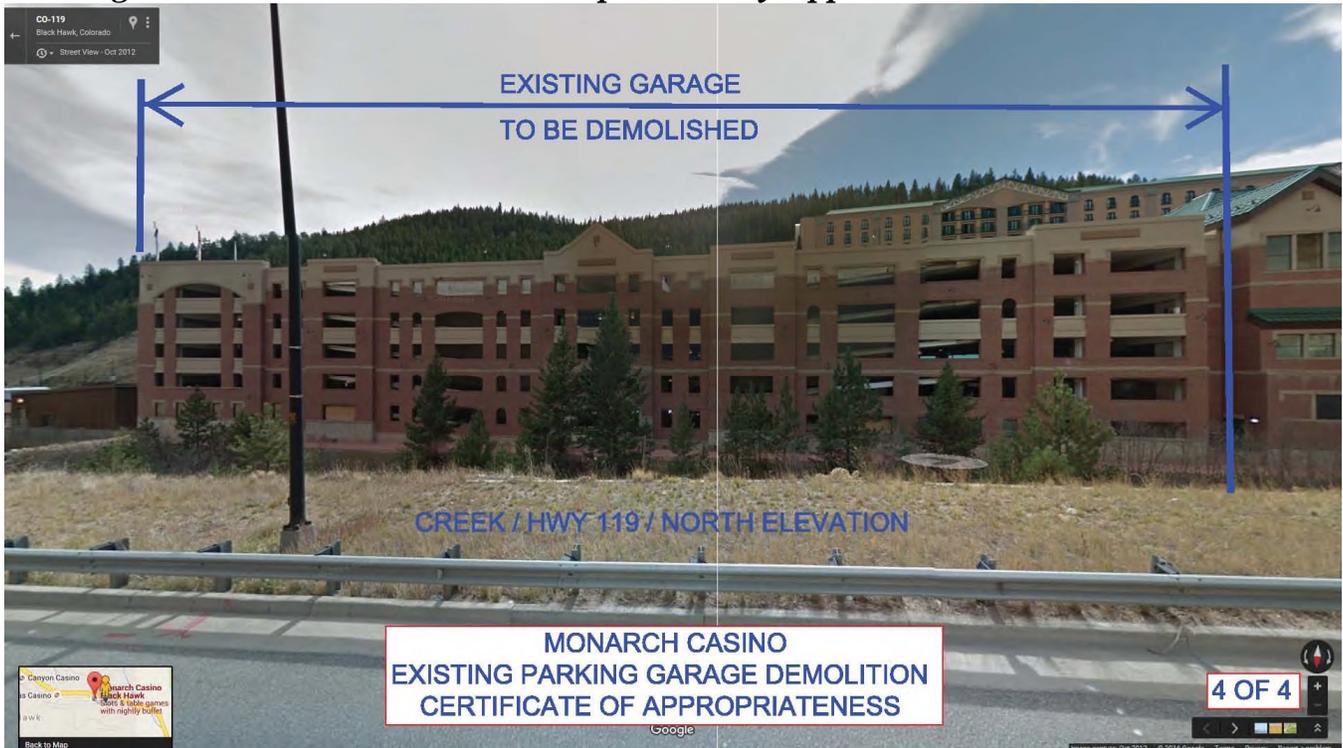
The regulations for a CofA have been reviewed by staff and comments are included below. Attached to this staff report are the CofA supporting documents and application. Excerpts from the supporting documents are included in the following graphics.

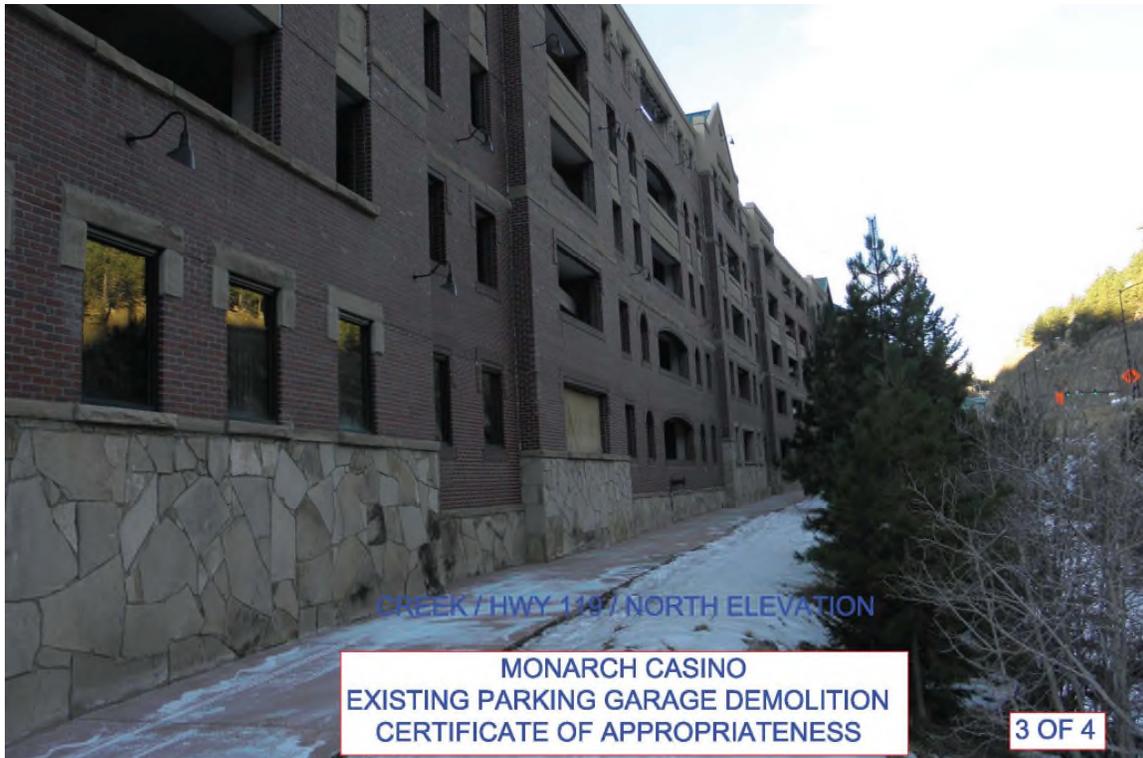
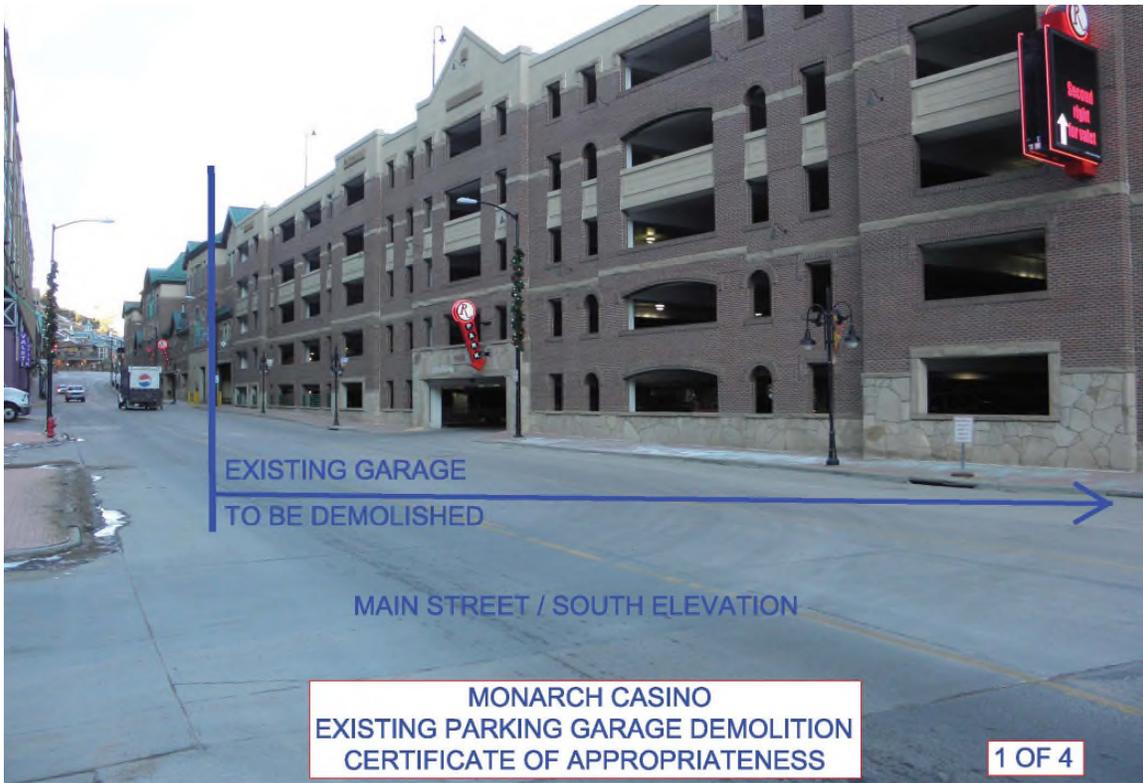
The Monarch Casino Planned Unit Development (Ord. 2012-15) approved the future garage (under construction) and a new hotel tower. The tower is proposed to be located where the existing garage is located today. Demolishing the existing parking garage allows for construction of the hotel tower in the location approved in the PUD approved in April 2013.

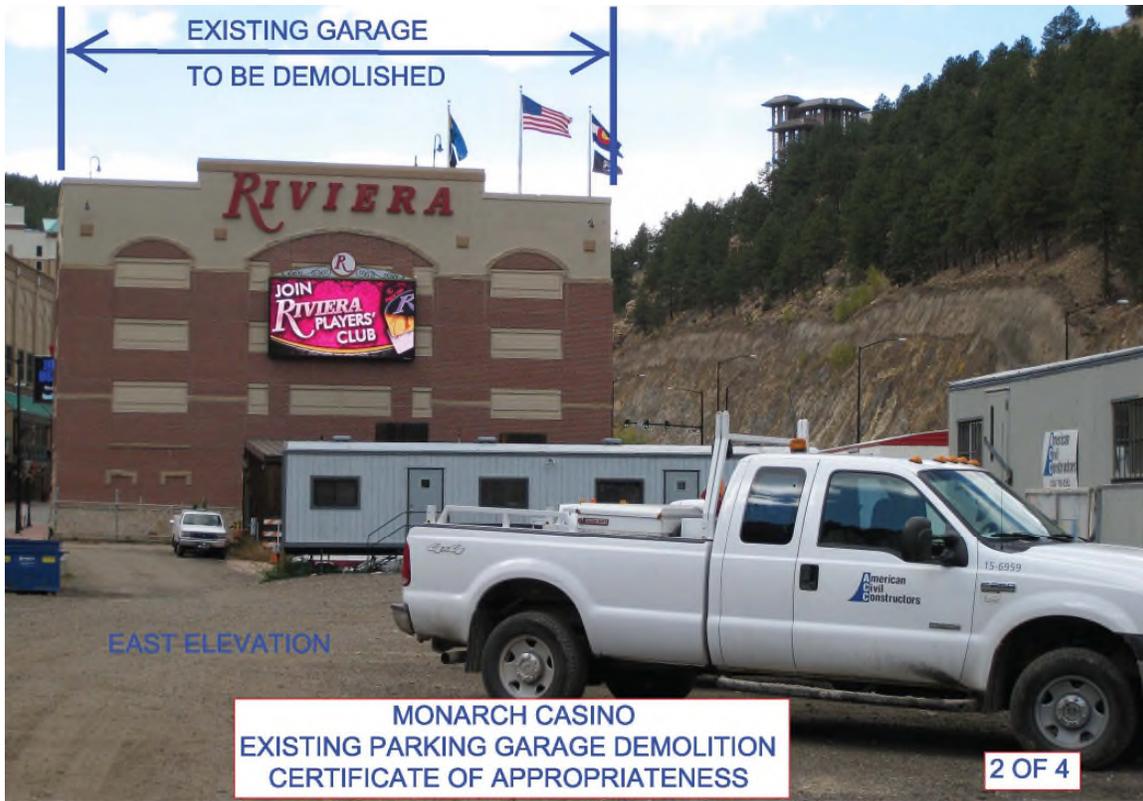
Existing Conditions – Overhead View



Existing Conditions – Elevation Views provided by Applicant







MONARCH CASINO
EXISTING PARKING GARAGE DEMOLITION
CERTIFICATE OF APPROPRIATENESS

REVIEW CRITERIA:

Applicable City of Black Hawk Regulations

Certificate of Appropriateness:

Excerpts from:

**City of Black Hawk
Zoning Code
Chapter 16 - Zoning**

16-361 Procedures and submittal requirements.

All procedures and submittal requirements for a Certificate of Appropriateness have been reviewed by staff. All CofA submittal requirements have been satisfied.

Sec. 16-368. City Council historic review process. Any person 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.

16-368(3)(a). No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:

1. Construction of a new building, structure or improvement;
2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
3. Demolition of any improvement;
4. Construction or erection of or addition to any improvement upon any land located within the City;

16-368(3)(g). Criteria for determining appropriateness of a proposed demolition. In determining the appropriateness of the demolition of an improvement as requested in an application for a demolition permit, the HPC and the City Council shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant.
Staff Comment: The applicant has submitted all required diagrams and photographs.
2. Information presented at a public hearing held concerning the proposed work.
Staff Comment: A representative of the Monarch Casino will provide additional information at the City Council meeting if needed.
3. The purpose of this Chapter.
Staff Comment: The purpose of this Chapter is to ensure that all development, and in this case, the demolition of the Monarch Garage, meet the zoning requirements of the City of Black Hawk.
4. Compliance with this Code and the payment of all fees required by this Code.
Staff Comment: The applicants have and will continue to pay all necessary fees required by the ordinances and regulations of the City.

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 rights-of-way and to other buildings and structures in the City.

Staff Comment: The structure is not historically designated and not eligible for designation. The structure is adjacent to Main Street and North Clear Creek. There is a trail along the north side of the garage that will be subject to reconstruction when the tower is built. The structure is adjacent to the Monarch Casino and the new Monarch parking garage, nearing completion in a few months. During the demolition process all of the above listed items will need protection.

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.

Staff Comment: The proposed demolition will not affect any special character, or any special historic or aesthetic interest of the site or the district.

7. The design standards for the City.

Staff Comment: The proposed demolition of the garage is in compliance with the design guidelines of the City of Black Hawk.

8. Whether the improvement has been maintained as provided in this Chapter.

Staff Comment: The maintenance of the parking garage structure is not a factor in Monarch's decision to propose demolition.

9. Whether the preservation of the improvement is technologically and economically feasible.

Staff Comment: The structure is not historically designated, and the feasibility of preservation is therefore irrelevant.

16-431. Demolition.

- (a) No historic landmark may be demolished, in whole or in part, except in conformity with the requirements of this Article.

Staff Comment: The structure is not historically designated, and historic preservation regulations are therefore irrelevant.

- (b) No person shall demolish a historic landmark without first obtaining a COA from the Commission and the appropriate permit from the Building Official. Any requests for such demolition permits must be submitted to the Commission and shall be considered by the Commission at its next regularly scheduled meeting but, in any event, within thirty (30) days of submittal. Any application not considered by the Commission within thirty (30) days of submittal shall be deemed approved.

Staff Comment: The structure is not historically designated, and historic preservation regulations are therefore irrelevant.

- (c) Nothing contained herein shall prevent the demolition of any building or structure which the Building Official shall certify, in writing, to the Commission is required for the public health, safety or welfare because of an unsafe or dangerous condition.

Staff Comment: The structure has not been deemed to pose a risk to public health, safety, or welfare.

STAFF COMMENTS:

Staff from Baseline Corporation and the City of Black Hawk has evaluated the information provided for the proposed demolition of the Monarch Parking Garage. The City of Black Hawk Municipal Code allows for demolition of the Monarch Garage with the approval of a Certificate of Appropriateness, followed by a Demolition Permit.

Before demolition of a structure can occur, the City must grant a Demolition Permit. Granting a Certificate of Appropriateness as reviewed under this staff report is solely a decision by City Council as to whether it is appropriate to demolish the structure. City Staff and will continue to work with Monarch on the specific City and State demolition permits/plans including an all-inclusive Safety Plan. The Safety Plan will include information on haul route, truck traffic, parking, traffic plan, maintaining pedestrian and vehicle access on Main Street, potential crane location, staging areas, dump truck queuing, travel routes to/from the new Monarch Garage and the Monarch Casino as well as the Isle Casino, among other items. The Safety Plan is to be submitted by Monarch and its consultants and goes through an ‘Administrative Process’ for approval. The Public Works Director, Community Planning & Development Administrator, and Building Official are the appropriate/authorized ‘persons’ to ultimately approve such plan(s) related to the referenced Safety Plan. Only once such Safety Plan(s) are approved by staff will Monarch and its contractors be issued a final Demo Permit to allow such. Much time and work is anticipated to get to such a point in the future.

In summary, staff has determined that the CofA submittal is in compliance with City regulations and recommends that a Certificate of Appropriateness be approved to authorize future demolition in accordance with and subject to the following conditions:

1. All applicable building and electrical permits must be obtained prior to beginning demolition.
2. A demolition permit(s) shall be obtained prior to beginning demolition.
3. A detailed Safety Plan(s) must be submitted by the Owner for review and approval prior to issuing any type of demolition permit or authorizations to do such.

FINDINGS:

City Council may *approve, conditionally approve, or deny* this Certificate of Appropriateness. To support this proposal, the following findings can be used:

1. The proposed demolition of the existing Monarch Garage will be beneficial to the City of Black Hawk as it continues to grow and expand. The proposal meets the criteria outlined in the City of Black Hawk Municipal Code as noted and evaluated in this staff report presented to City Council.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH THREE CONDITIONS** a Certificate of Appropriateness for the Monarch Garage Demolition, as submitted. The proposed conditions are as follows:

1. All applicable building and electrical permits must be obtained prior to beginning demolition.
2. A demolition permit(s) shall be obtained prior to beginning demolition.
3. A detailed Safety Plan(s) must be submitted by the Owner for review and approval prior to issuing any type of demolition permit or authorizations to do such.

Attachments:

- Original Land Use Application
- Project Narrative
- Existing Conditions Images

Applicant's Submittal



BLACK HAWK

City of Black Hawk

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



LAND DEVELOPMENT
APPLICATION

TO BE COMPLETED BY APPLICANT

DATE: 1/28/16 APPLICANT NAME: Monarch Growth, Inc.

APPLICANT ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502

APPLICANT MAILING ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502

APPLICANT CONTACT NUMBER 775-824-4401 EMAIL ADDRESS: jfarahi@monarchcasino.com

PROPERTY OWNER NAME: Monarch Growth, Inc.

PROPERTY OWNER ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502

PROPERTY OWNER MAILING ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502

PROPERTY OWNER CONTACT NUMBER: 775-824-4401 EMAIL ADDRESS: jfarahi@monarchcasino.com

PROJECT NAME: Monarch Existing Garage Demolition CofA

PROJECT ADDRESS: 444 Main St

PROJECT DESCRIPTION: Demolish existing parking garage structure

IS PROPERTY WITHIN CITY LIMITS: YES NO

PRESENT ZONING: GOLD/PUD (2013-15) CURRENT USE: Gaming/Parking Garage

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): Monarch Casino/Hotel/Garage PUD

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): Monarch Casino Filing No. 1

GILPIN COUNTY ASSESSOR'S I.D. NO.(S): ----- EXISTING PROPERTY SIZE: 2.98 ac ACRES/SQ.FEET

(PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: 172,164* SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: 0

*Existing Parking
Garage Only. **PLEASE READ and ACKNOWLEDGE THE FOLLOWING**

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

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

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

SIGNATURE OF APPLICANT:  DATE: 1/28/16

MONARCH CASINO EXISTING PARKING GARAGE DEMOLITION CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO

PROJECT NARRATIVE

The existing Monarch Casino (formerly the Riviera Casino) in Black Hawk, Colorado consists of a four-story building, including a basement, that contains a casino, restaurant, offices, parking and associated support and circulation spaces. The existing facility also includes a six-story parking garage.

The existing parking garage is to be demolished as part of the proposed project expansion to make way for a new twenty-three story building (under separate submittal), that will include a covered Porte Cochere, hotel lobby, casino expansion, two new bars, four new restaurant venues, administrative offices, meeting rooms, approximately 507 guest rooms / suites, a luxury spa and pool facility and associated support and circulation spaces.

The existing six-story parking garage consists of concrete caissons, concrete foundation/building walls, concrete columns and concrete floor slabs. There is also a penthouse structure on level 6 that contains a generator and there are two elevators as well as two concrete filled metal pan stairs. The exterior is clad with stone and brick veneer. The existing parking garage will be demolished in its entirety down to grade. The existing caissons will remain, but may be partially demolished as required to avoid the future construction. Demolition will also include the adjacent sidewalks on the north and south sides, as well the associated curbs and gutters.

A new ten-story parking garage, with one-story below grade, is currently under construction and will provide additional valet parking with the majority being accessible to the public for self-parking. The new garage will replace and increase the number of parking spaces provided in the existing garage to be demolished.

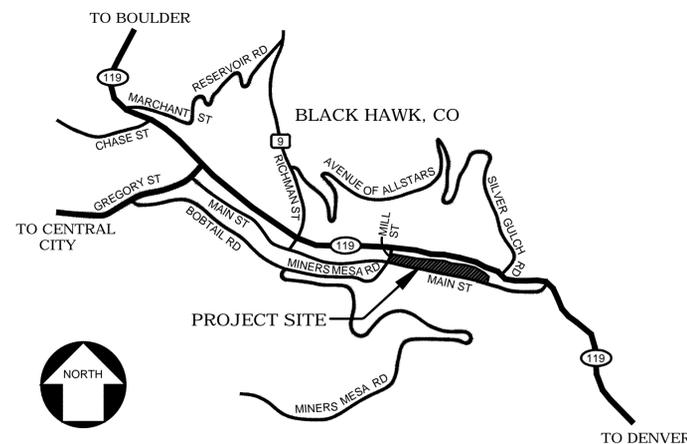
PROJECT DIRECTORY

<p>OWNER MONARCH CASINO & RESORT 3800 South Virginia Street Reno, NV 89502 (775) 335-4600</p> <p>CIVIL ENGINEER MARTIN / MARTIN CONSULT. ENGINEERS 12499 West Colfax Avenue Lakewood, CO 80215 (303) 431-6100 / (303) 431-4028</p>	<p>ARCHITECT MBA ARCHITECTURE & INTERIOR DESIGN 6151 Lakeside Drive, Suite 1100 Reno, NV 89511 (775) 336-2883 / Fax (775) 336-3382</p> <p>SURVEY MARTIN / MARTIN CONSULT. ENGINEERS 12499 West Colfax Avenue Lakewood, CO 80215 (303) 431-6100 / (303) 431-4028</p>
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SHEET INDEX

GENERAL	
A1.0	COVER SHEET & GENERAL INFORMATION
SITE	
C100	GRADING / UTILITY PLAN
FLOOR PLANS-SECTION-ELEVATION	
A4.1	GROUND LEVEL FLOOR PLAN
A4.2	CASINO (2ND) LEVEL FLOOR PLAN
EXTERIOR ELEVATIONS	
A5.1	EXISTING NORTH DEMOLITION ELEVATION
A5.2	EXISTING EAST AND SOUTH DEMOLITION ELEVATIONS

VICINITY MAP



6151 Lakeside Drive
Suite 1100
Reno, Nevada 89511
Phone: (775) 829-1122
Fax: (775) 829-1128



www.mbareno.com



Sheet Title :
COVER SHEET &
GENERAL
INFORMATION

Revisions :

CERTIFICATE OF APPROPRIATENESS
3/4/2016

project no: MBA1161
date: --/--
drawing name: COVER SHEET
Sheet No :
(E) GARAGE DEMO
C OF A
A1.0

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MONARCH CASINO EXISTING PARKING GARAGE DEMOLITION CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO

DEMOLITION GENERAL NOTES:

- DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION AND AS INDICATED. USE METHODS REQUIRED TO COMPLETE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
- PROCEED WITH DEMOLITION SYSTEMATICALLY, FROM HIGHER TO LOWER LEVEL. COMPLETE DEMOLITION WORK ABOVE EACH FLOOR OR TIER BEFORE DISTURBING SUPPORTING MEMBERS ON LOWER LEVELS.
- USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
- DO NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. MAINTAIN PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME CUTTING OPERATIONS.
- MAINTAIN ADEQUATE VENTILATION WHEN USING CUTTING TORCHES.
- REMOVE DECAYED, VERMIN-INFESTED, OR OTHERWISE DANGEROUS OR UNSUITABLE MATERIALS AND PROMPTLY DISPOSE OF OFF-SITE.
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- REFER TO NEW PLANS FOR CONDITIONS AFTER CONSTRUCTION.
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DEMOLITION PLAN NOTES:

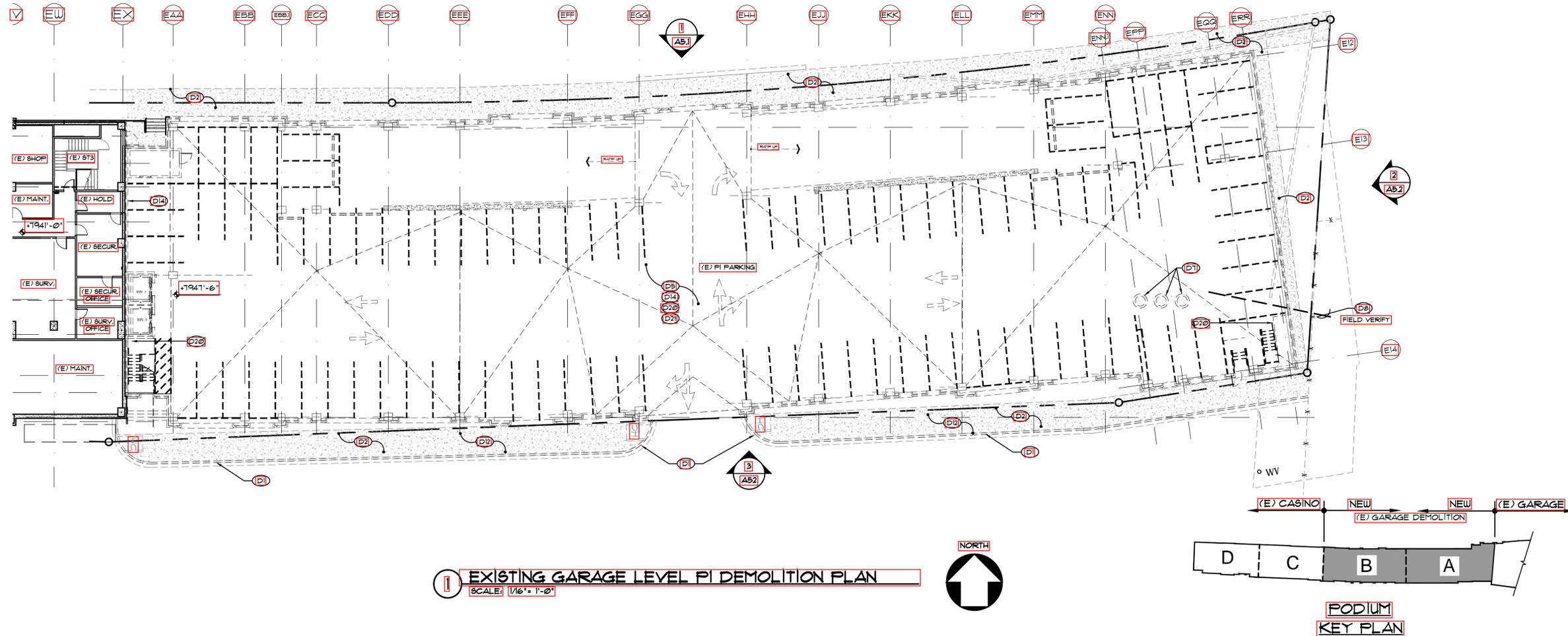
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- (D5) REMOVE EXISTING 6-STORY POST TENSION CONCRETE PARKING STRUCTURE IN ITS ENTIRETY. REMOVE STRUCTURE TO THE TOP OF THE EXISTING CAISSONS. REMOVE PORTION OF EXISTING CAISSONS AS REQUIRED BY NEW HOTEL STRUCTURAL DESIGN. VERIFY ALL EXISTING CONDITIONS PRIOR TO DEMOLITION.
- (D6) REMOVE AND SALVAGE TO OWNER EXISTING GENERATOR LOCATED ON LEVEL P6. DO NOT REMOVE UNTIL NEW GENERATOR HAS BEEN INSTALLED IN EXISTING CASINO. ALSO REMOVE AND SALVAGE TO OWNER (E) 'MONARCH' SIGN AND VIDEO DISPLAY MONITOR AT EAST ELEVATION.
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MONARCH
CASINO

BLACK HAWK, COLORADO

Sheet Title :
GROUND LEVEL
FLOOR PLAN

Revisions :

CERTIFICATE OF APPROPRIATENESS
3/4/2016

project no: MBA1161
date: --/--/--
drawing name: X-E P1
Sheet No :
(E) GARAGE DEMO
C OF A
A.1

MONARCH CASINO EXISTING PARKING GARAGE DEMOLITION CERTIFICATE of APPROPRIATENESS

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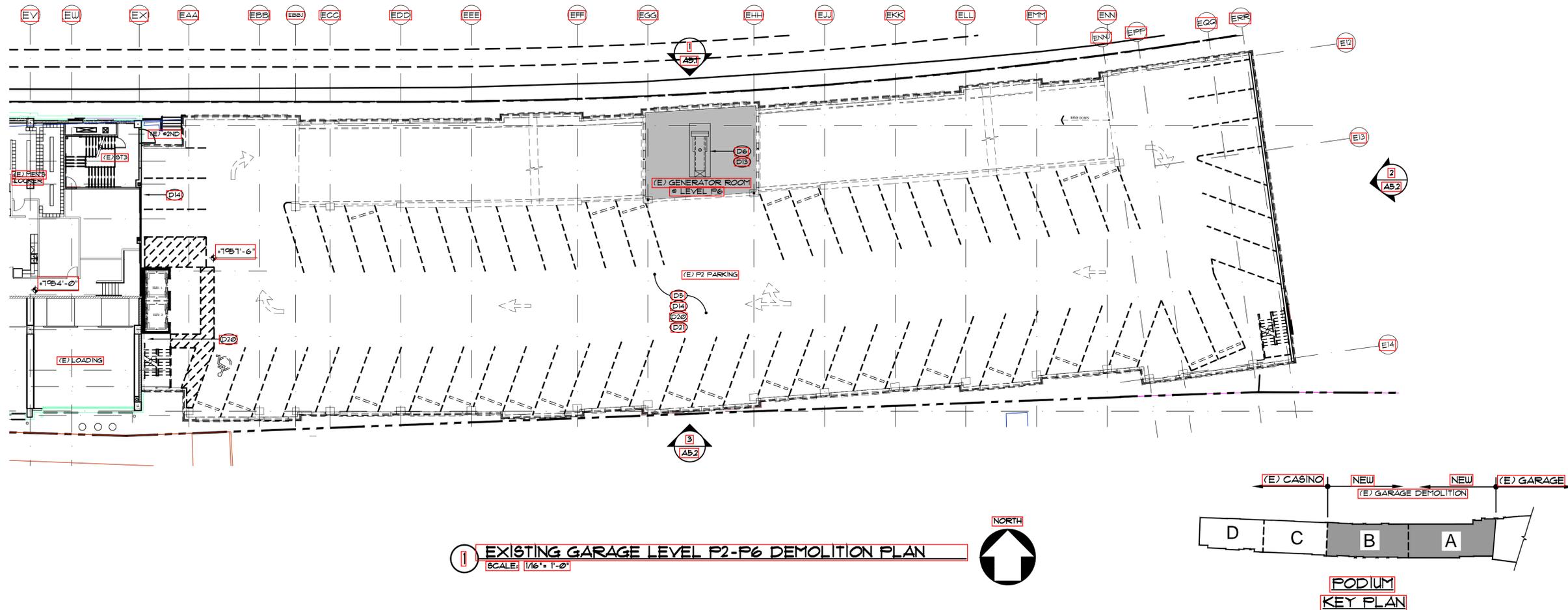
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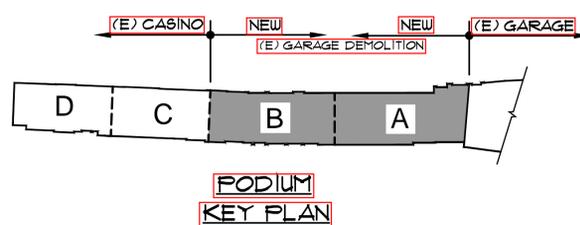
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EXISTING GARAGE LEVEL P2-P6 DEMOLITION PLAN
SCALE: 1/16" = 1'-0"



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MBA
Architecture & Interior Design
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MONARCH CASINO BLACK HAWK, COLORADO

Sheet Title :
CASINO (2ND) LEVEL
FLOOR PLAN

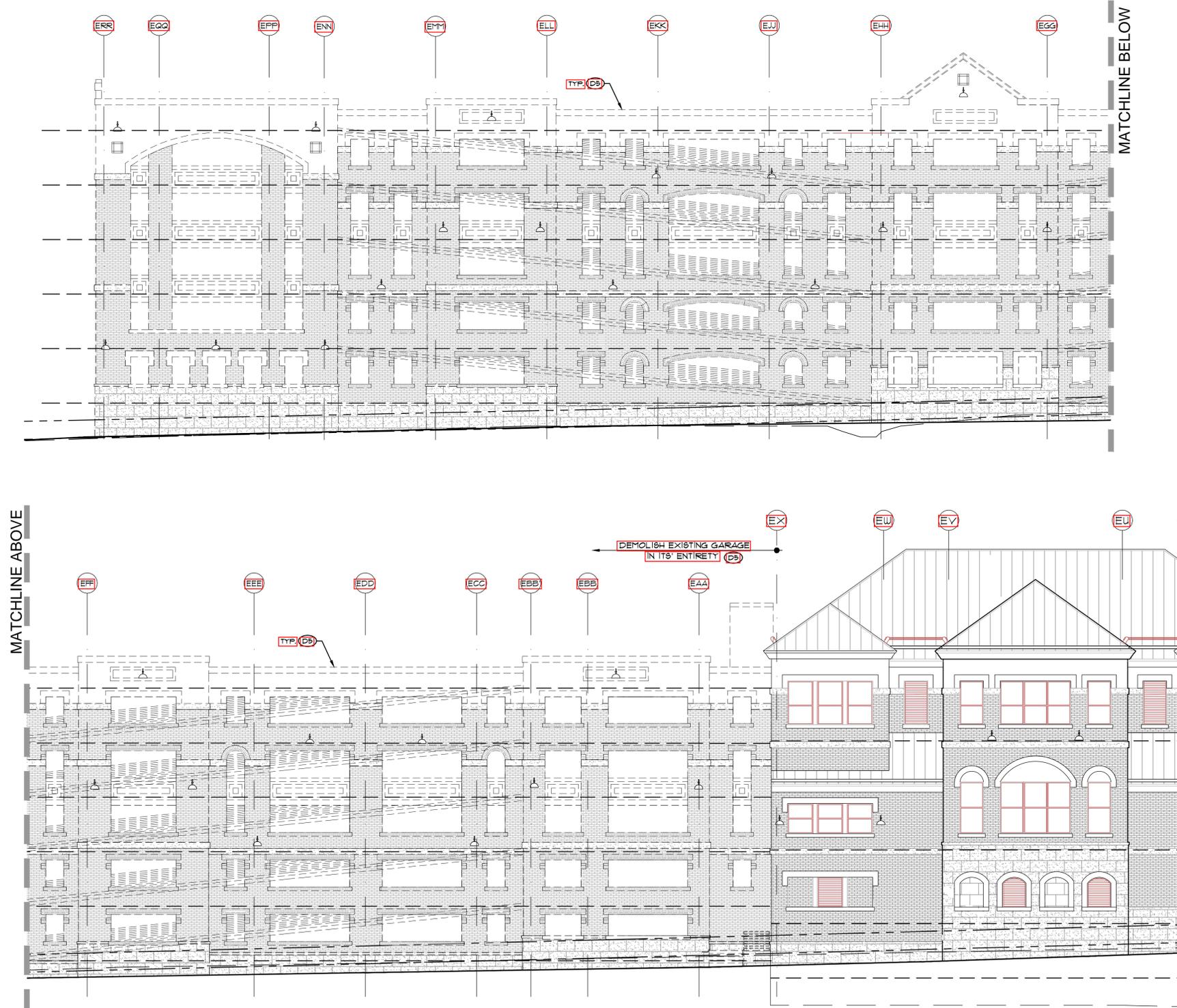
Revisions :

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project no: MBA1161
date: --/--
drawing name: X-E P2
Sheet No :
(E) GARAGE DEMO
C OF A
A4.2

MONARCH CASINO EXISTING PARKING GARAGE DEMOLITION CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO



1 EXISTING NORTH EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"

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- DISPOSE OF DEMOLISHED ITEMS AND MATERIALS PROMPTLY. ON-SITE STORAGE OR SALE OF REMOVED ITEMS IS PROHIBITED.
- RETURN ELEMENTS OF CONSTRUCTION AND SURFACES TO REMAIN TO CONDITION EXISTING BEFORE START OF DEMOLITION OPERATIONS.
- REFER TO NEW PLANS FOR CONDITIONS AFTER CONSTRUCTION.
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DEMOLITION PLAN NOTES:

- (D1) REMOVE EXISTING CURB AND GUTTER TO ALLOW FOR NEW CONSTRUCTION. REFER TO CIVIL DEMOLITION DRAWINGS FOR MORE INFORMATION.
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- (D3) REMOVE EXISTING CONCRETE STAIR AND RAILING -ONLY- AFTER TEMPORARY EXIT STAIR HAS BEEN INSTALLED AND REVIEWED AND APPROVED BY AUTHORITIES HAVING JURISDICTION.
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- (D20) CAP OFF EXISTING FIRE SPRINKLER AND STANDPIPE SYSTEM AS REQUIRED FOR DEMOLITION OF GARAGE.
- (D21) REMOVE EXISTING WATER LINES THROUGHOUT EXISTING GARAGE. DISCONNECT, CUT AND CAP WATER LINES TO REMAIN. PROTECT EXISTING WATER LINES TO REMAIN.

6151 Lakeside Drive
Suite 1100
Reno, Nevada 89511
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MONARCH

CASINO BLACK HAWK, COLORADO

Sheet Title :
EXISTING NORTH
DEMOLITION
ELEVATION

Revisions :

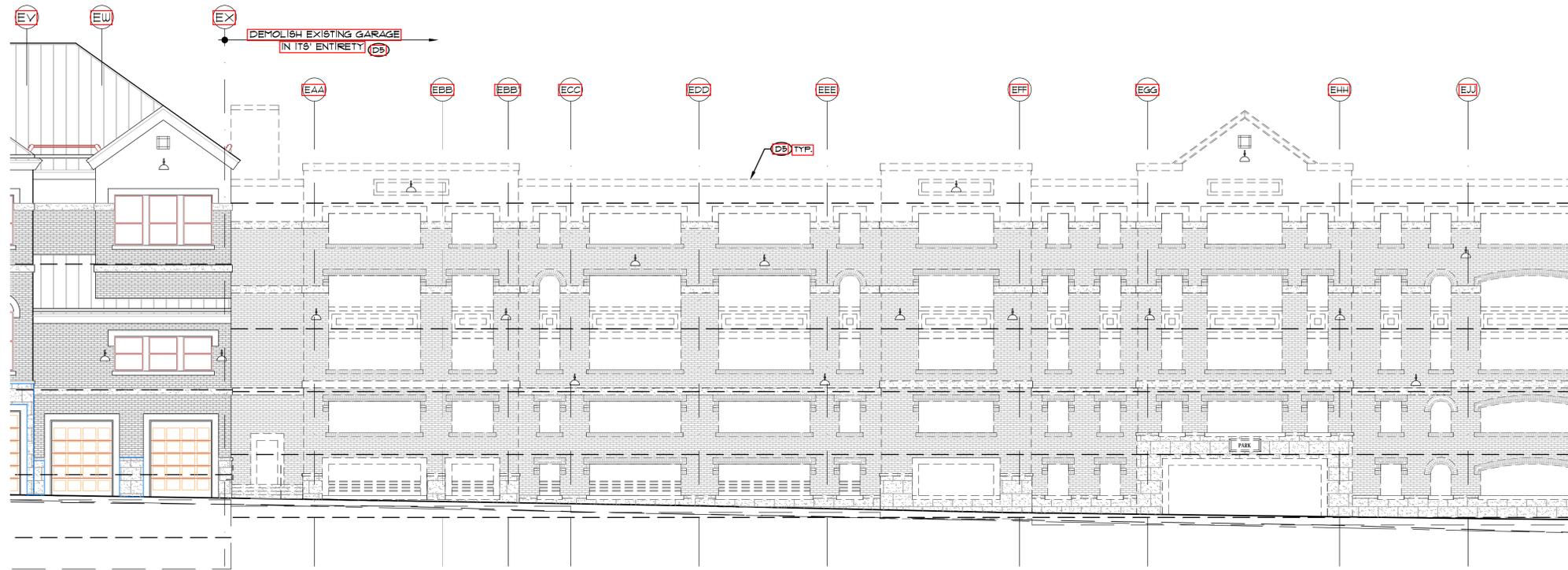
CERTIFICATE OF APPROPRIATENESS
3/4/2016

project no: MBA1161
date: --/--/--
drawing name: XEG-NORTH ELEV
Sheet No :
**(E) GARAGE DEMO
C OF A
A5.1**

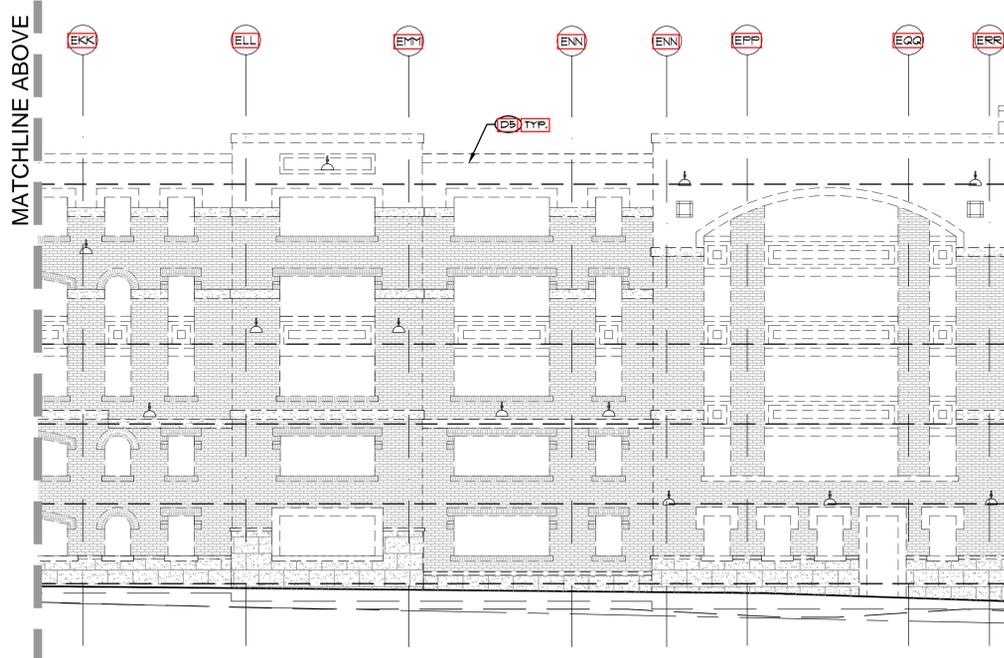
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MONARCH CASINO EXISTING PARKING GARAGE DEMOLITION CERTIFICATE of APPROPRIATENESS

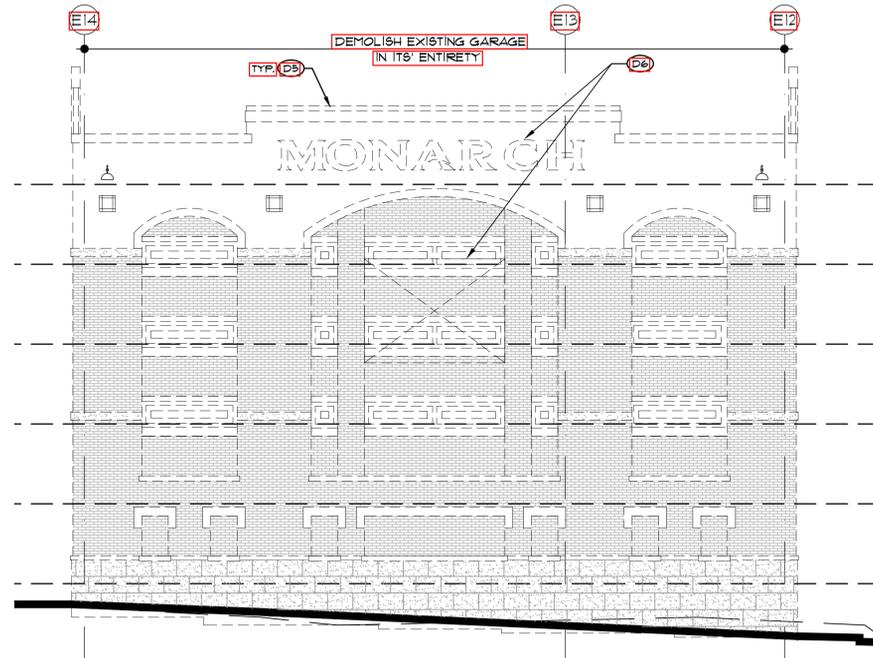
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO



2 EXISTING SOUTH EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"



2 EXISTING SOUTH EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"



1 EXISTING EAST EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"

DEMOLITION GENERAL NOTES:

- DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION AND AS INDICATED. USE METHODS REQUIRED TO COMPLETE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
- PROCEED WITH DEMOLITION SYSTEMATICALLY, FROM HIGHER TO LOWER LEVEL. COMPLETE DEMOLITION WORK ABOVE EACH FLOOR OR TIER BEFORE DISTURBING SUPPORTING MEMBERS ON LOWER LEVELS.
- USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHIPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
- DO NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. MAINTAIN PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME CUTTING OPERATIONS.
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MATCHLINE BELOW

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Sheet Title :
EXISTING EAST AND
SOUTH DEMOLITION
ELEVATIONS

Revisions :

CERTIFICATE OF APPROPRIATENESS
3/4/2016

project no: MBA1161
date: --/--/--
drawing name: XEG-NORTH ELEV
Sheet No :
**(E) GARAGE DEMO
C OF A
A5.2**

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COUNCIL BILL 6
AN ORDINANCE ADOPTING
THE CITY OF BLACK HAWK
2016 PAY PLAN

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB6

ORDINANCE NUMBER: 2016-6

TITLE: AN ORDINANCE ADOPTING THE CITY OF BLACK HAWK 2016 PAY PLAN

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

Section 1. The City of Black Hawk 2016 Pay Plan, attached hereto and incorporated herein by this reference is hereby adopted, to be effective upon the effective date of this Ordinance.

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

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

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

READ, PASSED AND ORDERED POSTED this 23rd day of March, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2016 Compensation Plan

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

MOTION TO APPROVE Council Bill 6, An Ordinance Adopting the City of Black Hawk 2016 Pay Plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City is in its fourth year of the current compensation strategy which includes Annual Market Adjustments and Bonuses (as approved).

AGENDA DATE: 3/23/2016

WORKSHOP DATE: N/A

FUNDING SOURCE: Personnel

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: Proposed 2016 Market Adjustments and Proposed 2016 Hiring Ranges

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:





Melissa A. Greiner
City Clerk/Administrative Services Director

Jack D. Lewis, City Manager

2016 Market Adjustment

Black Hawk Job Titles	2015 Survey City Average Minimum	2016 Survey City Average Minimum	2016 Survey City Average Variance
Administrative Services			
Administrative Services Director	\$111,803	\$115,219	3.06%
Human Resources Generalist	\$54,465	\$56,049	2.91%
Executive Administrative Assistant	\$47,120	\$47,919	1.70%
Deputy City Clerk	\$47,058	\$48,393	2.84%
Community Planning & Development			
CP&D Administrator	\$79,248	\$80,465	1.54%
Executive Assistant CP&D	\$47,120	\$47,919	1.70%
CP&D Permit Technician	\$40,112	\$40,612	1.25%
Finance Department			
Finance Director	\$108,718	\$111,984	3.00%
Accountant	\$50,574	\$51,433	1.70%
IT Manager	\$83,444	\$86,015	3.08%
IT Support Technician	\$49,472	\$50,663	2.41%
Fire Department			
Fire Chief	\$117,192	\$122,423	4.46%
Fire Captain	\$91,017	\$96,196	5.69%
Fire Lieutenant	\$78,636	\$82,928	5.46%
Fire Inspector	\$62,324	\$64,346	3.24%
Fire Engineer	\$74,182	\$77,395	4.33%
Senior Firefighter	\$59,748	\$62,048	3.85%
Firefighter	\$52,531	\$54,543	3.83%
Police Department			
PD Admin			
Police Chief	\$110,033	\$113,695	3.33%
Police Commander	\$91,840	\$95,646	4.14%
Police Sergeant	\$78,150	\$82,152	5.12%
Police Detective	\$54,393	\$55,932	2.83%
Police Officer I	\$53,353	\$54,909	2.92%
Police Officer II	\$60,008	\$62,128	3.53%
Police Officer III	\$66,954	\$69,499	3.80%
Police Officer IV	\$73,321	\$75,538	3.02%
Administrative Assistant Training Coordinator	\$47,120	\$47,919	1.70%
Police Property Evidence Technician	\$43,017	\$43,661	1.50%
PD Records			
Police Records Supervisor	\$50,886	\$52,005	2.20%
Police Rec Specialist/Mun Ct Clerk	\$36,092	\$36,832	2.05%
Communications			
Communications Officer I	\$41,335	\$42,170	2.02%
Communications Officer II	\$46,419	\$47,418	2.15%
Public Works Department			
PW Admin			
Public Works Director	\$107,591	\$110,417	2.63%
Senior Civil Engineer/Water Resources	\$76,268	\$79,122	3.74%
Senior Civil Engineer	\$75,286	\$77,104	2.41%
GIS Analyst/Eng Assoc	\$53,912	\$55,803	3.51%
AA PW	\$47,120	\$47,919	1.70%
Facilities			
Facilities Maint Supervisor	\$61,238	\$62,393	1.89%
Facilities Maint Worker	\$39,665	\$40,776	2.80%
Fleet			
Fleet Superintendent	\$74,594	\$76,896	3.09%
Fleet Pur & Inv Asst	\$47,120	\$47,919	1.70%
Fleet Technician I	\$42,370	\$43,092	1.70%
Fleet Technician II	\$44,385	\$45,149	1.72%
Fleet Technician Aide	\$26,572	\$27,014	1.66%
Streets			
Street Superintendent	\$77,488	\$79,488	2.58%
Street Maint Worker I	\$35,105	\$36,040	2.66%
Street Maint Worker II	\$39,602	\$40,628	2.59%
Water Ops			
Water Superintendent	\$75,409	\$76,895	1.97%
Utility Operator I	\$37,537	\$38,312	2.07%
Utility Operator II	\$43,189	\$43,721	1.23%
Utility Operator III	\$43,577	\$44,734	2.66%
Utility Operator IV	\$48,204	\$48,780	1.19%

2016 Hiring Range

Black Hawk Job Titles	2016 Survey City Average Minimum	2016 Black Hawk Hiring Minimum	2016 Black Hawk Hiring Maximum
Administrative Services			
Administrative Services Director	\$110,739	\$121,813	\$140,085
Human Resources Generalist	\$51,923	\$57,115	\$65,682
Executive Administrative Assistant	\$47,552	\$52,307	\$60,154
Deputy City Clerk	\$47,417	\$52,159	\$59,983
Community Planning & Development			
CP&D Administrator	\$79,735	\$87,708	\$100,864
Administrative Assistant	\$47,552	\$52,307	\$60,154
Permit Technician	\$39,999	\$43,998	\$50,598
Finance Department			
Finance Director	\$110,376	\$121,414	\$139,626
Accountant	\$51,090	\$56,199	\$64,629
IT Manager	\$85,222	\$93,744	\$107,806
IT Support Technician	\$50,231	\$55,254	\$63,542
Fire Department			
Fire Chief	\$110,636	\$121,699	\$139,954
Fire Captain	\$81,578	\$89,736	\$103,197
Fire Lieutenant	\$78,853	\$86,739	\$99,749
Fire Inspector	\$57,739	\$63,512	\$73,039
Fire Engineer	\$69,928	\$76,921	\$88,459
Senior Firefighter	\$54,283	\$59,712	\$68,668
Firefighter	\$47,020	\$51,722	\$59,481
Police Department			
PD Admin			
Police Chief	\$112,538	\$123,791	\$142,360
Police Commander	\$93,380	\$102,718	\$118,125
Police Sergeant	\$80,077	\$88,084	\$101,297
Police Detective	\$57,406	\$63,146	\$72,618
Police Officer I	\$54,282	\$59,710	\$68,667
Police Officer II	\$62,406	\$68,647	\$78,944
Police Officer III	\$64,590	\$71,049	\$81,706
Police Officer IV	\$64,426	\$70,868	\$81,498
Administrative Assistant Training Coordinator	\$47,552	\$52,307	\$60,154
Police Property Evidence Technician	\$42,631	\$46,894	\$53,929
PD Records			
Police Records Supervisor	\$52,154	\$57,369	\$65,975
Police Rec Specialist/Mun Ct Clerk	\$36,301	\$39,931	\$45,921
Communications			
Communications Officer I	\$41,700	\$45,870	\$52,751
Communications Officer II	\$47,418	\$52,159	\$59,983
Public Works Department			
PW Admin			
Public Works Director	\$108,823	\$119,705	\$137,661
Senior Civil Engineer/Water Resources	\$75,628	\$83,190	\$95,669
Senior Civil Engineer	\$75,419	\$82,961	\$95,406
GIS Analyst/Eng Assoc	\$55,627	\$61,190	\$70,368
AA PW	\$47,552	\$52,307	\$60,154
Facilities			
Facilities Maint Supervisor	\$60,739	\$66,813	\$76,835
Facilities Maint Worker	\$40,262	\$44,288	\$50,931
Fleet			
Fleet Superintendent	\$75,775	\$83,352	\$95,855
Fleet Pur & Inv Asst	\$47,552	\$52,307	\$60,154
Fleet Technician I	\$42,594	\$46,853	\$53,881
Fleet Technician II	\$44,893	\$49,383	\$56,790
Fleet Technician Aide	\$27,053	\$29,758	\$34,222
Streets			
Street Superintendent	\$78,801	\$86,681	\$99,683
Street Maint Worker I	\$36,359	\$39,995	\$45,994
Street Maint Worker II	\$40,757	\$44,833	\$51,557
Water Ops			
Water Superintendent	\$76,778	\$84,456	\$97,124
Utility Operator I	\$38,156	\$41,972	\$48,268
Utility Operator II	\$44,726	\$49,199	\$56,579
Utility Operator III	\$44,734	\$49,207	\$56,589
Utility Operator IV	\$48,780	\$53,657	\$61,706

RESOLUTION 21-2016
A RESOLUTION
ADOPTING THE REVISED
COMMUNITY
RESTORATION AND
PRESERVATION GUIDE
TO PROGRAMS, REVISED
MARCH 2016

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

Resolution No. 21-2016

TITLE: A RESOLUTION ADOPTING THE REVISED COMMUNITY RESTORATION AND PRESERVATION GUIDE TO PROGRAMS, REVISED MARCH 2016

WHEREAS, the City Council continually seeks to review the Community Restoration and Preservation Guide to Programs (the “Guide to Programs”) in order to assure that it operates in a manner consistent with the policies of the City, and consistent with the constitutional and statutory requirements associated with Article XVIII, Section 9 of the Colorado Constitution and implementing legislation set forth in the Colorado Limited Gaming Act;

WHEREAS, as part of the City’s review process, the City requested third party assistance in evaluating the Guide to Programs to determine whether it should be modified in any manner; and

WHEREAS, based on the third party review of the Guide to Programs, the City desires to make those modifications set forth herein, including most prominently separating the Rehabilitation Grant Program component from the Historic Preservation Easement Component as set forth herein below.

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

Section 1. The City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised dated March 2016, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2016 City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised, shall apply to projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 23rd day of March, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

EXHIBIT A

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Guides to Programs for Rehabilitation Grant and Preservation Easement.

RECOMMENDATION: The Historic Preservation Commission recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE *Resolution No. 21-2016 – The ADOPTION of the two separate Guides to Programs for Rehabilitation Grant and Historic Preservation based on the criteria set forth as outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk strives to provide the best opportunities available for its residents to improve the habitability and sustainability of the homes in the Historic Residential District; resulting in the Historic Restoration and Community Preservation Fund Guide to Programs undergoing several changes throughout the years.

This commitment by the City initiated the necessity for more specific standards, resulting in the need for the City to request a third party evaluate the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs. From their initial assessment, it was determined the current Guide to Programs describes two (2) separate and distinctly different programs; Rehabilitation Grant and Preservation Easement.

The City consequently requested the third party expand their scope of work to also evaluate the overall tax consequences of both Programs. The overall assessment, discussions and review has resulted in fully segregating the Programs to include Rehabilitation Grant and Preservation Easement. The DRAFT documents portray two (2) separate and entirely independent Programs with specific tax liability for each.

Substantive changes to the Preservation Easement Program include:

1. Properties Owners with eligible property must submit a program application for a grant under the Rehabilitation grant Program.
2. By applying for a grant under the Historic Restoration and Community Preservation Fund grant Program (“Rehabilitation Grant”), a Property Owner agrees to participate in the City of Black Hawk Historic Preservation Easement Program.
3. The Historic Preservation easement work will be performed by the City.
4. The City will pay for all work performed pursuant to the Historic Preservation Easement Program.
5. The City does not consider the cost of the work performed by the City under the Historic Preservation Easement program taxable income under State and Federal income tax laws.
6. The City will not report the cost of the work to State and Federal taxing authorities.
7. If it is determined by the Internal Revenue Service or the Colorado Department of Revenue that the cost of the project is taxable income to the Property Owner, the City will reimburse Property Owners for additional State and Federal taxes paid by recipients that are directly attributable to the cost of the project.

8. Regardless of the City's agreement to reimburse Property Owners for the initial State and Federal tax burden of a grant, the obligation to pay any taxes shall remain the responsibility of the Property Owner.
9. The section referencing "Any Project that expends funds in excess of fifty thousand dollars (\$50,000)... has been deleted in its entirety.
10. The Historic Preservation Easement agreement is signed prior to the Project, but recorded subsequent to Project completion.
11. The term of the Historic Preservation easement shall be ten (10) years and runs with the property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement.
12. Determination of what work will be performed pursuant to the Historic Preservation Easement Program is at the sole discretion of the Board of Aldermen, and is subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund.

Substantive changes to the Rehabilitation Grant Program include:

1. The Grants Awarded under the Rehabilitation Grant Program is considered income under State and Federal income tax laws.
2. Any Rehabilitation Grant that is approved by the City will be reported to State and Federal taxing authorities. As part of the Rehabilitation Grant Program and to the extent permitted by law, the City will reimburse Rehabilitation Grant recipients for additional State and Federal taxes paid by recipients that are directly attributable to the disbursement of grant funds if required documentation is timely filed with the City. [alternative. Grant recipients may be required to apply for the Colorado Historic Preservation Income Tax Credit.]
3. Regardless of the City's agreement to reimburse Grant recipients for the initial State and Federal tax burden of a Grant, the obligation to pay any taxes remains the responsibility of the Grant recipient.
4. Section 3.a.8 of the Rehabilitation Grant Guide to Programs is modified to read:
Reimbursement. In the event the amount of the Award plus the Tax Burden (the "Combined Amount") exceeds fifty thousand dollars (\$50,000.00) and the Property Owner sells or transfers the Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Property (the "Reimbursement Amount").
5. Section 3.a.12 of the Rehabilitation Grant Guide to Programs is modified to read:
Receipt of the Rehabilitation Grant is taxable income to the recipient. The City of Black Hawk provides for reimbursement of a Property Owner's state and federal income tax liability in association with the receipt of a Rehabilitation Grant, per Resolution 10-2010. The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner should consult with his or her tax advisor about whether the reimbursement here mentioned is itself income and gives rise to additional state and federal income tax liability. The City of Black Hawk does NOT reimburse the Property Owner for any additional state and federal income tax liability that might arise from said reimbursement.

- i. The Property Owner is responsible for completing the necessary paperwork that establishes his or her payment of state and federal tax attributable to the receipt of the grant and delivering it to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the grant funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for state and federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes.
 - ii. Property Owners may seek partial reimbursement for state income tax liability through the Colorado Historic Preservation Income Tax Credit, based on fund availability and subject to approval. [Alternative: If the Colorado Historic Preservation Income Tax Credit is available and if the Property Owner qualifies for it, the Property Owner must apply for it. The City of Black Hawk will only reimburse Property Owners for their state income tax liability, net of the Colorado Historic Preservation Income Tax Credit that could have been claimed.]
6. Section 1.2 of the Rehabilitation Grant Program Agreement is modified to read:
Receipt of the Rehabilitation Grant is taxable income to the recipient. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Award (the "Tax Burden"). By the due date established by the City, Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. In the event that Property Owner requests payment from the City prior to payment of his/her taxes, the City shall pay the Property Owner directly. In the event that Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner. Property Owners may seek partial reimbursement for state income tax liability through the Colorado Historic Preservation Income Tax Credit, based on fund availability and subject to approval. [Alternative addition: If the Colorado Historic Preservation Income Tax Credit is available and if the Property Owner qualifies for it, the Property Owner must apply for it. The City of Black Hawk will only reimburse Property Owners for their state income tax liability, net of the Colorado Historic Preservation Income Tax Credit that could have been claimed.]

AGENDA DATE: March 23, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes[No

STAFF PERSON RESPONSIBLE:

Cynthia Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Resolution No. 21-2016, Exhibit A DRAFT Guides to Programs; Preservation Easement and Rehabilitation Grant

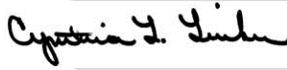
RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:

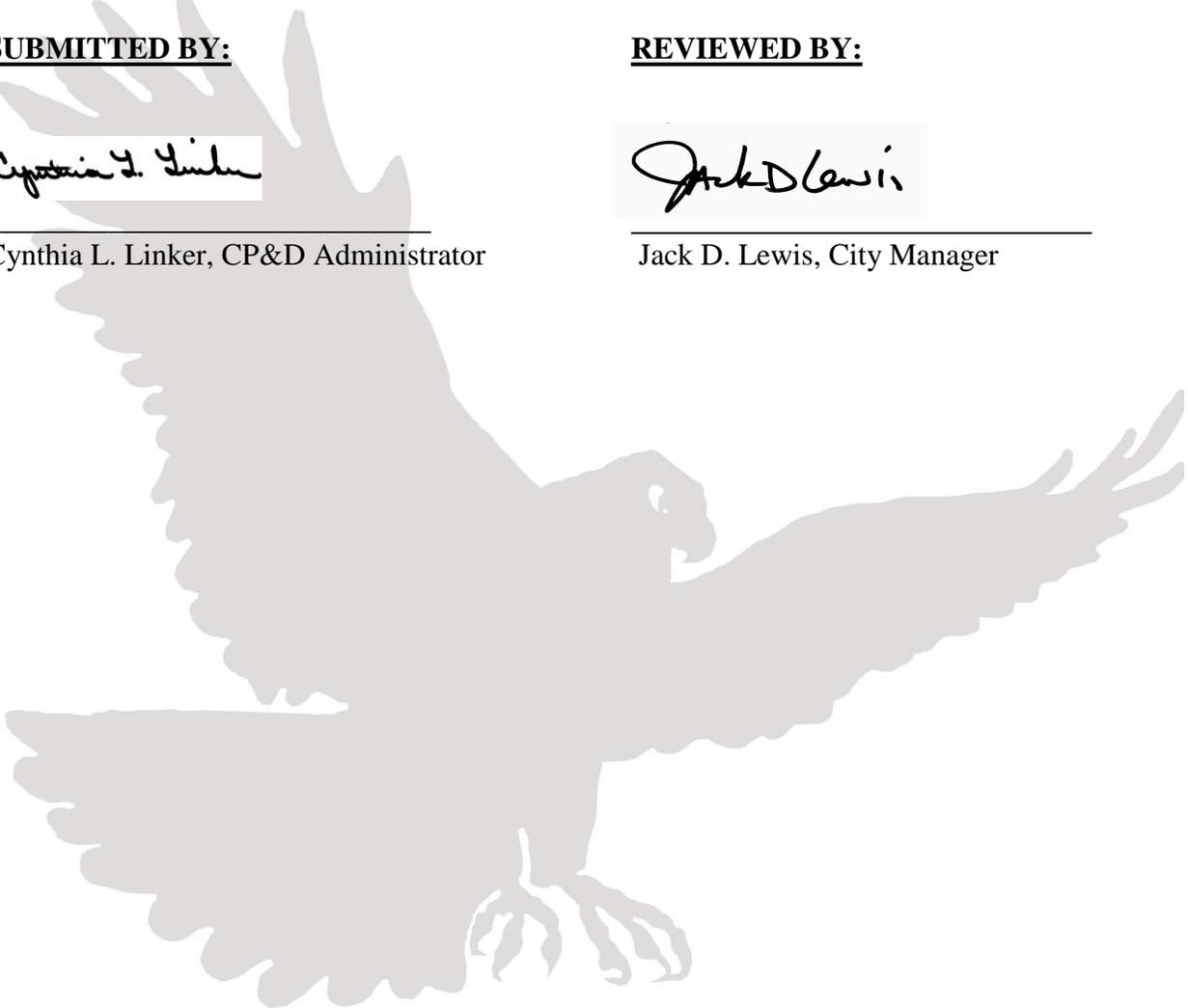


Cynthia L. Linker, CP&D Administrator

REVIEWED BY:



Jack D. Lewis, City Manager



HISTORIC PRESERVATION EASEMENT



BLACK HAWK[®]

**CITY OF BLACK HAWK
HISTORIC PRESERVATION EASEMENT PROGRAM FUND
GUIDE TO PROGRAMS**

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PLEASE TAKE NOTE

THE CITY OF BLACK HAWK BELIEVES THAT COST OF THE WORK PERFORMED BY THE CITY UNDER THE HISTORIC PRESERVATION EASEMENT PROGRAM IS NOT TAXABLE INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS. AS SUCH, THE CITY WILL NOT BE REPORTING THE COST OF THE WORK TO STATE AND FEDERAL TAXING AUTHORITIES.

IF IT IS DETERMINED BY THE INTERNAL REVENUE SERVICE OR THE COLORADO DEPARTMENT OF REVENUE THAT THE COST OF THE PROJECTS IS TAXABLE INCOME TO THE PROPERTY OWNER, THE CITY WILL REIMBURSE PROPERTY OWNERS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE COST OF THE PROJECT.

REGARDLESS OF THE CITY'S AGREEMENT TO REIMBURSE PROPERTY OWNERS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES SHALL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER.

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

SECTION 1: PROGRAM OVERVIEW

a. BACKGROUND

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

b. PURPOSE

1. The City has established goals to preserve the City’s architectural character with exterior improvements to buildings, while also assuring that the residences and any Qualified Properties are habitable. In order to attain these goals, the City seeks to preserve as many of the City’s structures as possible in accordance with Colo. Rev. Stat. § 12-47.1-1202. The purpose of the fund, therefore, is to provide financial assistance that will promote the restoration and preservation of Black Hawk’s Qualified Properties and to provide for the continuation and enhancement of a functional, sustainable, healthy and vibrant Black Hawk residential community.
2. This program is intended to enhance certain select areas of the City by providing Property Owners with the resources needed to rehabilitate and historically preserve Qualified Properties. The use of funds pursuant to the Program is only for the specific property address and work program recommended by the Historic Preservation Commission (HPC) and approved by the City Council, which is consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties, and complies with the City of Black Hawk Residential Design Guidelines.

c. DEFINITIONS

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

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.
4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.
5. Certificate of Appropriateness (COA): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of a historic landmark. A COA, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval must be provided by the Historic Preservation Commission.
6. City Council: The elected Board of Aldermen, plus the Mayor.
7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City's character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.
8. City Staff: An employee of the City of Black Hawk.
9. General Contractor: The contracting company selected to oversee and manage the construction work.
10. Construction Hard Costs: Costs related to labor, materials, and overhead.
11. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly related to the physical installation of the Scope of Work.
12. Contributing Structure: Any building, structure, or object included on the property which adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.
13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by the Historic Preservation Commission.

14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.
15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.
16. Guide to Programs: This policy and procedures document, related to the Historic Restoration and Community Preservation Fund.
17. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.
18. Historic Preservation Easement: A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Program Funds will be expended on the Project in exchange for Property Owner's execution of a Historic Preservation Easement in favor of the City. The Easement is for ten (10) years and runs with the Property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement. The Historic Preservation Easement is signed prior to Project, but recorded subsequent to Project completion. Work is completed via construction easements granted by the Property Owner. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.
19. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.
20. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.
21. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.
22. National Historic Landmark Period of Significance: 1859 to 1918.
23. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the

significance and/or physical integrity necessary to be listed as contributing.

24. **Outbuildings:** Accessory structures to the original building which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City.
25. **Owners Representative:** An entity designated by the Owner (City of Black Hawk and/or Property Owner) to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.
26. **Program:** The Black Hawk Historic Restoration and Community Preservation Fund.
27. **Property Owner (Owner):** Property Owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized "Affidavit of Permission" or "Power-of-Attorney" from the Property Owner.
28. **Qualified Professional:** An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
29. **Qualified Properties:** Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.
30. **Roadway Easement:** An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property. Also applicable when portions of the existing structure are located within the public right of way.
31. **Secretary of the Interior Standards:** The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
32. **Substantial Completion:** The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
33. **Temporary Construction Easement:** A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.
34. **Temporary Use Permit:** A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

35. City Trade Contract Agreement: An agreement signed by the City of Black Hawk and the successful General Contractor detailing the contract terms for any construction work as part of the Preservation Easement Program.

d. PROGRAM GOALS

1. The goal of the Preservation Easement Fund Program is to promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures must be maintained and preserved with materials that comply with the City of Black Hawk Residential Design Guidelines, and by methods consistent with those that will allow the structure to remain as a contributing structure in the historic district. Historically significant exterior finishes are expected to remain on each property. Evaluation, approval and rehabilitation of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Preservation Easement Guide to Programs.
2. For further guidance regarding the long-term preservation, maintenance, and proposed improvements on a property, Property Owner consults with professional staff in the Community Planning and Development Department. Additional information concerning structural and architectural improvements can be found in the City of Black Hawk Residential Design Guidelines, which is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, also available from the Community Planning and Development Department.

e. GENERAL PROGRAM INFORMATION

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

1. Projects will only be selected and authorized upon completion of an application in accordance with the requirements described in this Preservation Easement Guide to Programs.
2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.

3. The City Council shall have the authority in its sole discretion to deny any application submitted for a Preservation Easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.
4. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the program. All Preservation Easement Program Agreements will be signed prior to issuance of Notice to Proceed to the general contractor, but recorded upon completion of project.
5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Preservation Easement Guide to Programs on a prior project, to properly use a Preservation Easement for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.
6. The award of any Preservation Easement to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of Preservation Easement funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk.
7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, the Property Owner's name and address will be placed (first-come, first served basis) on the list of potential recipients for such Preservation Easement category. If such property is subsequently sold to a new Property Owner, the new Property Owner's name shall remain in the same priority if the new Property Owner makes a request in writing within 45 days of the date of notification as set forth herein. The Community Planning and Development Department shall notify the new Property Owner of the opportunity to have the property stay on the list of upcoming Preservation Easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request. If the new Property Owner does not notify the City of Black Hawk in writing within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect.

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

8. Applications can only be made by the Property Owner, as defined in this Section.
9. This program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, no Category of Assistance included in this program is to be utilized as a substitute for a Property Owner's property insurance policy.
10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be bound by the terms and conditions contained in the Preservation Easement Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners Representative services, and any other costs actually incurred.
11. All projects, whether via contract with the City or Property Owner, shall commence construction within twelve (12) months of the award of any Preservation Easement funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date (one (1) year after issuance of the building permit and same date that all available and approved funds should be requested from the City, with appropriate and required receipts and documentation, on or before that day.

Unless the City Council approves an extension of the expiration date, any funds remaining at the end of the project shall revert to the Preservation Easement Fund for use on other projects. In the event the Contractor/Property Owner fails to obtain a building permit and commence construction of a project within twelve (12) months of the Preservation Easement award, the Preservation Easement funds shall revert to the Historic Preservation Easement Program Fund for use on other projects and the property/project will move off the list of upcoming projects for the Historic Preservation Easement Fund Program.

12. It is the responsibility of the Property Owner subject to any Preservation Easement agreement being completed to keep the improvements paid for with the City-approved grant installed and on the property for a minimum of five (5) years. Changes to the Preservation Easement-paid improvements shall not be allowed (external to the building

and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Preservation Easement.

f. GENERAL EVALUATION CRITERIA

1. The City's decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Preservation Easement Guide to Programs for any proposed project and the support that the project provides to the advancement of the City's restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:
 - A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.
 - B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.
 - C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.
 - D. Undertake critically needed improvements, restoration, and preservation of properties.
2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:
 - A. The significance of the property involved.
 - B. The physical condition of the property.
 - C. The quality of maintenance and repairs made to the property.
 - D. The quality of the proposal and the completeness of the application.
 - E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.

SECTION 2: CATEGORIES OF ASSISTANCE

a. CATEGORIES OF ASSISTANCE

The Historic Preservation Easement Fund Program includes two (2) components of assistance, which may be combined into any one Preservation Easement application and/or award.

1. Full Site Component
2. Partial Site Work Component

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

b. DESCRIPTION OF COMPONENTS

1. Full Site Component

The Full Site Component is available to provide exterior preservation, stabilization and repair of Qualified Properties and may include more than one Category of Assistance. Funding for a Full Site Category of Assistance is required to be achieved through a Preservation Easement Grant. Tree removal may be included as a part of the Full Site Component if such removal is determined to be necessary by the City Council, after a recommendation by HPC. Any such approved tree removal shall be included in the Scope of Work. Please consult with City staff and the Owners Representative to fully understand how a specific request for this component will be processed.

2. Partial Site Work Component

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

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

The Site Work Component may also include the addition of a fence to secure the perimeter of a Qualified Property, and will typically include one gate in order to provide access to the property. If an additional gate and/or gates are required in order to provide

for a functional perimeter fence system, the cost for these additional gate(s) may be covered by the Historic Preservation Easement Fund if deemed appropriate and approved by the City Council.

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

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

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

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

This program is not intended for, and should not be used as a substitute for, routine upkeep and care of a house, structure, property or prior improvements to the home and/or property.

All projects are subject to funding availability, and are subject to the annual budget and appropriation by the City Council of the City of Black Hawk.

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

SECTION 3: HISTORIC PRESERVATION EASEMENT PROGRAM

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

By applying for a grant under the Historic Restoration and Community Preservation Fund Grant Program (“Rehabilitation Grant”), a Property Owner agrees to participate in the City of Black Hawk Historic Preservation Easement Program. The goal of the work performed pursuant to the Historic Preservation Easement Program is to preserve the historic appearance and to maintain the structural integrity of the historic structures within the City. Since the work is viewed as primarily for the benefit of the City, all costs to the exterior are borne by the City. The following provisions and criteria shall apply:¹

1. The Historic Preservation Easement work will be performed by the City consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of Appropriateness is required with all projects. The Property Owner agrees to work with the Architect and his/her design team, City staff, Owners Representative and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials, and character defining features (exterior only) are to remain, or be addressed appropriately in accordance with the standards and guidelines.
2. A Qualified Property cannot receive more than one (1) grant in each category, or in this case, approval of an application within the Historic Preservation Easement Program within any one-year period.
3. A Qualified Property must be located within a national historic landmark district, or within an area listed on the national register of historic places.
4. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.
5. Applications shall not be accepted from a private individual that does not own the residential property that is to be restored or preserved. Applications shall only be accepted from a defined Property Owner.
6. The City will pay for all work performed pursuant to the Historic Preservation Easement Program.
7. A Historic Preservation Easement Program application shall not be made for more than one (1) year at a time.

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

8. A member of the City Council of the City of Black Hawk and members of HPC shall disclose any personal interest in the Historic Preservation Easement Program before voting on the application.
9. Property Owner shall grant to the City a Historic Preservation Easement, and agree to encumber the property with the Easement, and the Property Owner shall further grant to the City the associated Temporary Construction Easements on the property that is the subject of the Project. The term of the Historic Preservation Easement shall be ten (10) years and runs with the property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement.
10. Determination of what work will be performed pursuant to the Historic Preservation Easement Program is at the sole discretion of the Board of Aldermen, and is subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

b. CITY CONTROLS

1. Property Owner s with eligible property must submit a program application for a grant under the Rehabilitation Grant Program to the City (Exhibit III).
 - A. In addition to proving eligibility, the application provides information regarding the location of the property to be restored and the extent of restoration proposed.

B. The application shall state:

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

2. Along with the approval of an application by the City, owners must enter into legal agreements with the City which describe the terms for participation in the Preservation Easement Program. Participation in the Preservation Easement Program requires a Preservation Easement Agreement. A copy of this document is included in the appendices to Exhibit I. The Agreement indicates that:
 - a. The City and Property Owner will agree to the specific scope of the project as described in the construction drawings and project manual and schedule of the Project, and the City will send the Project out to bid to at least three (3) pre-qualified and financially sound General Contractors.

- b. The City selects the General Contractor(s) (which means that the General Contractor for this portion of the project could be different from the Property Owner's Rehabilitation Grant Contractor selected by the Property Owner), uses a City-selected Owners Representative, negotiates the schedule, and pays the approved General Contractor(s) directly from the Program Funds. It is strongly recommended that the Property Owner use the same General Contractor for any Rehabilitation Grant work that is separately contracted.
3. Program Funds will be expended on the Project in exchange for Property Owner's execution of a Historic Preservation Easement in favor of the City. As noted previously, this Easement is for ten (10) years and runs with the property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement.
4. Historic Preservation Easement Program provisions (signed prior to Project, but recorded subsequent to Project completion) are in pertinent part as follows [a complete form of the Easement is attached hereto in the appendices to Exhibit I]:
 - A. The exterior shall not be significantly altered either visually or structurally. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.
 - B. No demolition of existing structure is allowed without consent of the City. However, dismantling and storage of existing structure for reassembly is allowed.
 - C. No additional structural elements or architectural features may be added/built without the consent of the City.
 - D. The structure must be maintained in a good state of repair and be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - E. The City maintains a right of entry to inspect the property's interior and exterior at any time during construction.
 - F. Remedies for Property Owner's breach of the Easement:
 - i. Injunctive Relief
 - ii. Liquidated Damages
 - iii. City right of entry to make repairs at Property Owner's expense (lien)

5. If a mortgage or line of credit is recorded on the property, the mortgage holder must complete a Subordination of Rights [a complete form of the Easement is attached hereto in the appendices to Exhibit A] prior to any work being performed at the property. If the mortgage holder refuses to execute such document, the application for the Preservation Easement Program will be denied.

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APPENDIX 1
PRESERVATION EASEMENT PROGRAM
PROJECT CRITERIA/ PROCESS/PROCEDURE

Appendix 1 is intended as a resource to educate and inform the Property Owner to the extent they completely comprehend and understand the Historic Preservation Easement program review process and procedure.

For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

The Property Owner is required to meet with the City staff and Owners Representative to discuss their proposed project and potential eligibility. City staff and Owners Representative will introduce the general features of the program as highlighted below:

1. Application Phase.

- a. Initial Application Phase
- b. Orientation Meeting
- c. Update Application

2. Scope of Work Phase.

- a. Historic Research
- b. On-site Strategy Meeting
- c. Existing Conditions
- d. Inspections and Testing
- e. Appraisal Report

3. Agreement and Contracts Phase.

- a. Rehabilitation Grant Agreement
- b. Historic Preservation Easement Agreement
- c. Lender's Request for Subordination of Rights
- d. W-9
- e. Power of Attorney or Affidavit of Permission, ; if applicable
- f. State and Federal Tax Liability
- g. Boundary Line Agreements; if applicable
- h. Temporary Construction Easement between Applicant and City
- i. Temporary Construction Easement between Neighboring Properties and City
- j. Roadway Easement; if applicable
- k. License Agreement; if applicable

4. Architect Bid Phase.

- a. Architect Bid Process
- b. Bid Selection
- c. Project Design Start-up

5. Design Process Phase.

- a. Abatement and Remediation
- b. Conceptual Design
- c. Schematic Design
- d. Design Development
- e. Construction Drawings

6. Historic Preservation Commission and City Council Approval Phase

- a. Historic Preservation Commission Review and Approval
- b. City Council Review and Approval

7. General Contractor Bid Phase.

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

A Qualifications Packet is requested which includes the following information:

- 1. An overview of general information about the company including:
 - a. Previous work experience related to any of the Categories of Assistance
 - b. Managerial ability
- 2. Quality control management/procedures
- 3. Previous construction experience in and/or near the City of Black Hawk
- 4. Staff resumes
- 5. Historic preservation/rehabilitation experience
- b. Referenced City of Black Hawk Resolutions; 19-2013, 3-2014, 13-2016, 14-2016
- c. General Contractor Bid Process
- d. Bid Analysis
- e. Bid Selection
- f. Project Construction Start-Up

8. Construction Phase.

- a. Pre-Construction
- b. Active Construction

9. Close-Out Phase.

- a. Construction Close-out
- b. Rehabilitation Grant Close-out
- c. Preservation Easement Close-out

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(Insert Address) : APPLICATION PHASE CHECKLIST

Date Done

To get their house added onto the existing Grant list...

Initial Application Phase:

HO submits completed initial application	
AA assigns Grant #, Project #, Type of Grant	
AA creates hard file & electronic file for documents	
AA scans initial application documents & saves in files	

Once this Grant's # comes up to the top of the list...

Orientation Meeting:

CP&D review Roles and Responsibilities	
CP&D review Project Schedule	
CP&D creates Dropbox folder (including Own-Your-Own-Home Guide and other pertinent documents)	
CP&D review Guide to Programs	
CP&D review Grant Agreement	
CP&D review Easement Agreement	
CP&D review Tax Implications	
CP&D review HPC requirements	
CP&D review Residential Design Guidelines	
CP&D review Standards for the Treatment of Historic Properties	

If HO decides to move forward with the project...

Updated Application Phase:

HO completes and signs new application	
NV5 gets Owner & Encumbrance Report/Title Work completed	
CP&D reviews past grants/reports for this property (Grant \$ spent)	
AA sends relevant Project Synopsis out to team via email	

Abbreviations:

- AA = Administrative Assistant
- ARCH = Architect
- BI = Building Inspector
- CA = City Attorney
- CC = City Council
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- CoA = Certificate of Appropriateness
- CoBH = City of Black Hawk
- EC = Environmental Consultant
- ENG = Engineer
- FBO = For Benefit Of
- GC = General Contractor
- HO = Homeowner
- HPC = Historic Preservation Committee
- HP = Historic Preservation Consultant
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(Insert Address) : SCOPE OF WORK PHASE CHECKLIST

	Date Done
Historic Research (if needed):	
HP defines and recommends historic appearance	
CP&D/HP determines which portions are eligible for grant	
CP&D If info not available, get HO to prove building(s) age	
On-site Strategy Meeting (with CP&D, BI, HO, HP, NV5, PW & OR):	
CP&D/NV5 identify what is historic/non-historic	
CP&D/NV5 Identify areas of concern:	
*Sitework/Exterior (bridges, utilities, rock walls, other)	
*Code Review (exterior, interior, other)	
*Historic Review (historic structures, demolition, other)	
CP&D/NV5 Discuss w/HO of cost assoc'd w/keeping non-historic sections (code-compliant)	
CP&D/NV5/HO Identify what will be kept/discarded	
CP&D/NV5 review Home Program Outline Checklist w/HO	
Existing Conditions	
NV5 obtains Site/Topo/Floodways Property Survey	
NV5 obtains Wood/Windows/Doors Survey	
NV5 obtains Stone Wall/Masonry Survey	
NV5 obtains Geotechnical Report	
Inspections/Testing:	
NV5 schedules Lead Based Paint Survey	
NV5 schedules Radon Testing	
NV5 schedules Mold Survey	
NV5 schedules Asbestos Survey	
NV5 schedules mine tailings or mining waste rock determination	
Appraisal Report	
NV5 Obtains an appraisal report	

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(Insert Address) : AGREEMENT/CONTRACTS PHASE CHECKLIST

(*All items handled by CP&D, NV5 & HO)	Date Done
Rehabilitation Grant Agreement	
Historic Preservation Easement Agreement	
Lender's Request for Subordination of Rights (if have mortgage)	
W-9 (file with Financial Dept)	
Execute Power of Attorney or Affidavit of Permission (if needed)	
Review State Tax Credit & Federal Tax Liability	
Execute Boundary Line Agreements (if needed/possible)	
Execute Temporary Construction Easements (HO/CoBH)	
Execute Temporary Construction Easements (neighbor/CoBH)	
Execute Roadway Easement (if needed)	
Execute OR Contract (if needed)	

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(Insert Address) : ARCHITECT BID PHASE CHECKLIST

(CP&D/NV5 responsible for all items on this list)	Date Done
ARCH Bid Process:	
Approve Bid Process/Schedule	
Prepare Bid Package (ITBs, Agreements, Reports, Specs, Surveys, etc)	
Issue RFP for Architect (include Guide to Programs)	
Pre-bid Site Meeting	
Issue Addenda based on questions from Bidders	
Receive Bids (include signature that have read Guide to Programs)	
Bid Selection:	
Submit Bid Analysis for CC approval	
Obtain CC approval	
Issue Notice of Award	
Issue Notice(s) of Non-Award	
Project Start Up:	
Execute Architect Contract (Historic Portion)	
Execute Architect HO Contract (Non-historic Portion) if necessary	

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(Insert Address) : DESIGN PROCESS PHASE CHECKLIST

	Date Done
NV5/ARCH: As-Builts (CAD)	
Abatement/Remediation:	
CP&D/NV5/EC: Lead Abatement	
CP&D/NV5/EC: Radon Mitigation	
CP&D/NV5/EC: Mold Abatement	
CP&D/NV5/EC: Asbestos Abatement	
CP&D/NV5/EC: Mine tailings or mining waste rock abatement	
CP&D/NV5/EC: Final Clearance	
CONCEPTUAL DESIGN:	
DT: Concept Design Review Meeting w/HO	
HO signs off on concept design	
SCHEMATIC DESIGN:	
Architect refines concept to create schematic	
DT: Schematic Design Review Meeting w/HO	
HO signs off on schematic design	
DESIGN DEVELOPMENT:	
Interior designer meets w/HO to discuss design	
Designer develops design scope	
ARCH confirms material allowance is w/in limits	
Design Development Meeting (CP&D, HO, ARCH, HP, PW, SAN, NV5)	
HO agrees to pay escrow, if necessary	
HO signs off on final design plan	
CONSTRUCTION DRAWINGS	
Construction Drawings Developed	
Final Construction Drawings Developed	
HO signs off on final construction drawings	

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(Insert Address) : HPC/CC APPROVAL PHASE CHECKLIST

(CP&D/NV5/HP/ARCH responsible for all items on this list)	Date Done
HPC REVIEW/APPROVAL	
Final Construction Drawings to HPC for review	
Staff report for HPC CoA recommendation (HP drafts)	
HPC recommendation	
CC REVIEW/APPROVAL	
Send report to CA to prep resolution	
Prepare Public Hearing Notice to be posted at property	
Prepare Public Hearing Notice for the Newspaper	
Update staff report for CC	
Submit Construction Drawings and report for CC approval	
Obtain CC approval	
Process CoA with approved resolution	
Construction Drawings out to BI for plan review	

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(Insert Address) : GENERAL CONTRACTOR BID PHASE CHECKLIST

(CP&D/NV5 responsible for all items on this list)	Date Done
GC Bid Process:	
Approve Bid Process/Schedule	
Prepare Bid Package (ITBs, Bid Forms, Agreements, Reports, Specs, Surveys, etc)	
Issue Bid Package	
Pre-bid Site Meeting	
Issue Addenda based on questions from Bidders	
Receive Bids	
Public Bid Opening (with checklist)	
Bid Analysis:	
Formulate bid analysis w/cost comparison	
Review bid analysis w/CoBH	
Review bid analysis w/HO	
Get bid clarifications from contractor(s)	
Value Engineering (as necessary)	
Bid Selection:	
Staff report	
Submit Bid Analysis for CC approval	
Obtain CC approval	
Issue Notices of Award (Exterior & Interior)	
Issue Notice(s) of Non-Award	
Issue Notice to Proceed	
Issue Materials Cost Allowance Worksheet (attach if escrow)	
Review Materials Cost Allowance Worksheet	
Homeowner Escrow of Material Upgrade Funds (obtain check, if needed)	
Project Start Up:	
Rehabilitation Grant Agreement signed	
Execute contract w/HO & GC	
Execute contract w/CoBH & GC	
Builders Risk insurance - add HO, CoBH & OR as add'l insured	
Obtain Payment & Performance Bonds	

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(Insert Address) : CONSTRUCTION PHASE CHECKLIST

(CP&D/NV5/HO/OR/GC/ARCH responsible for all items on this list)	Date Done
Pre-Construction:	
Provide Subcontractor List for Contractor Registration & Business License	
Issue Notices to Proceed (Exterior & Interior)	
Issue Temporary Construction Easement Commencement Letter	
Kick-off Meeting (incl Safety Plan discussion)	
Review procedures for pay apps, submittals, RFIs, change orders, sketch logs	
Set up FBO Check Process	
GC pulls building permit	
Obtain Temporary Use permits (if needed)	
Obtain Parking Permits for construction crew	
Active Construction:	
Begin collecting/reviewing pay apps, submittals, RFIs, change orders, sketch logs	
Electrical rough-in "box walk" (if HO wants changes, they pay Change Order)	
Email all Inspection Reports to ARCH, OR, HO, CP&D, NV5	

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(Insert Address) : CLOSE-OUT PHASE CHECKLIST

	Date Done
Construction Close-Out	
Meter Release	
GC creates & completes preliminary punch list	
Obtain Punch list from HO	
Obtain Punch list from ARCH	
Obtain Punch list from NV5	
Obtain Punch list from OR	
Obtain Punch list from CoBH	
HO Signs off on all final Punch List items	
ARCH Signs off on all final Punch List items	
NV5 Signs off on all final Punch List items	
OR Signs off on all final Punch List items	
CoBH Signs off on all final Punch List items	
Certificate of Substantial Completion (Interior)	
Certificate of Substantial Completion (Exterior)	
GC's Affidavit of Payment of Debts & Claims	
NV5/GC/ARCH: O&M Manuals	
NV5/GC/ARCH: As-Builts/Record Drawings	
CP&D/NV5: Submit Retainage Pay Application (incl Final Lien Waivers)	
CP&D/NV5: Advertise for Release of Retention	
CP&D/NV5: Final Payment	
CP&D/NV5: Final Unconditional Lien Release	
Grant Close-Out	
CP&D/NV5: Update Grant Reconciliation Sheets	
CP&D/NV5: Record Preservation Easement Agreement w/City Clerk	
CP&D/NV5: Add City to HO Insurance COI as additionally insured	

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Acknowledgement by Property Owner

The Property Owner has:

- (a) read this Agreement and the applicable documents associated with the “Guide to Programs,”
- (b) fully understands the terms and conditions of the grant as set forth therein, and
- (c) agrees to be bound by those terms and conditions.

Property Owner

By: _____

Date: _____

DRAFT

EXHIBIT I

HISTORIC PRESERVATION EASEMENT AGREEMENT – (DEED RESTRICTION)

DRAFT

HISTORIC PRESERVATION EASEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

i. The exterior of the Structure, including interior drywall and the sub-floor, is not to be visually or structurally altered from the condition existing as of the Effective Date of this Easement without the City's Consent. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.

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

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

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

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

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

3. Owner's Representative Payment. The City hereby agrees to reimburse Grantor for all Owner's Representative fees incurred on the project, provided that the Owner's Representative is a third party Owner's Representative consulting firm or individual hired to

perform the Owner's Representative tasks and that such individual or firm is not the Grantor themselves, related to the Grantor, or an employer of someone related to the Grantor.

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

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

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

7. Remedies for Breach.

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

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

this paragraph, including all interest accrued hereunder, the City shall deliver to Grantor a release of the lien.

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

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

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

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

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

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

12. Subordination. Grantor represents and warrants to the best of its knowledge that the only mortgage or deed of trust encumbering the Project is the security instrument identified in **Exhibit C** attached hereto. Concurrently herewith, the holder of the security instrument hereto has agreed, by separate instrument (in the form of **Exhibit D** attached hereto) to be recorded immediately after this Easement, to subordinate its rights in the Project to this Easement to the extent necessary to permit the City to enforce the purpose of the Easement in perpetuity and to prevent any extinguishment of this Easement by the holder thereof. The priority of any present or future security instrument with respect to any valid claim on the part of

the holder thereof to the proceeds of any sale, condemnation proceedings or insurance, or to the leases, rents and profits of the Property or Structure shall not be affected by this Easement, and any liens created by the City's exercise of any of its rights under this Easement shall be junior to such present and future security instrument; provided that this Easement shall not be subordinated in any other respect whatsoever.

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

GRANTOR

By: _____
Insert Grantor Name

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
___ day of _____, 20___, by _____.

My commission expires: _____

(S E A L)

Notary Public

DRAFT

EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

Property is located at _____, legally described as _____
_____, City
of Black Hawk, based upon the City of Black Hawk survey map of Block _____, of the
Map of Black Hawk, surveyed by Albert Johnson City Surveyor, dated May and June 1866, City
of Black Hawk, County of Gilpin, State of Colorado

DRAFT

EXHIBIT B

HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY

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

PROPERTY AND STRUCTURE MAINTENANCE

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

DRAFT

EXHIBIT C

SECURITY INSTRUMENT

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

OR

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

DRAFT

EXHIBIT D

PARTIAL SUBORDINATION OF RIGHTS

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

OR

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

DRAFT

PARTIAL SUBORDINATION OF RIGHTS

Page 2 of 2

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

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

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

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

LENDER:

By: _____

Its: _____

Attest: _____

CITY OF _____, **STATE OF** _____

Please return signed original to:

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

Property Owner Initials _____ Date _____

**PARTIAL SUBORDINATION OF RIGHTS
COVER LETTER EXAMPLE**

Date: _____

Lender: _____

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

To Whom It May Concern:

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

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

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

Sincerely,

Property Owner

EXHIBIT II
MATERIALS ALLOWANCE

DRAFT

City of Black Hawk - Material Allowance Sheet 2016

Item Description	<Contractor>									
	GC Quantity	GC Unit Cost	GC Total Cost	CoBH Unit Cost	Not to Exceed Limit	Unit of Measure	CoBH Total Cost	Homeowner Unit Cost	Homeowner Total Cost	Comments
Division 5 - Metals										
Exterior Deck Railings - Metal			\$0	\$88.00	N/A	LF	\$0	(\$88.00)	\$0	
Division 6 - Wood and Plastics										
Cabinets (including door/drawer pulls)			\$0	\$351.00	\$18,672.00	LF	\$0	(\$351.00)	\$0	Includes all casework and built-in millwork items, along with the associated hardware (hinges, pulls and drawer guides) (See footnote #1 for calculation)
Cabinetry door/drawer pulls			\$0	\$6.00	N/A	EA	\$0	(\$6.00)	\$0	Includes price of individual pull or knob
Slab Countertops (including slab backsplashes & edge profile)			\$0	\$59.00	\$3,269.00	SF	\$0	(\$59.00)	\$0	Includes associated edge detail and backsplash (if applicable) (See footnote #2 for calculation)
Exterior Decking Material			\$0	\$8.00	N/A	SF	\$0	(\$8.00)	\$0	Pricing based on composite type material
Exterior Deck Railings - Wood/Comp.			\$0	\$36.00	N/A	LF	\$0	(\$36.00)	\$0	
Interior Trim (Base & Case)			\$0	\$5.00	N/A	LF	\$0	(\$5.00)	\$0	Pricing based on PEH Architects Trim Option 3 in Paint Grade Poplar
Division 8 - Doors and Windows										
Exterior Door & Frame			\$0	\$1,401.00	N/A	EA	\$0	(\$1,401.00)	\$0	Applies to replacement of existing exterior door & frame. 3'-0" wide exterior door required.
Storm Door & Frame			\$0	\$681.00	N/A	EA	\$0	(\$681.00)	\$0	Based on wood storm door
Interior Door & Frame			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	Pricing based on 4 panel MDF pre-hung door. (See footnote #3 for Non-Standard Doors)
Exterior Door Hardware			\$0	\$176.00	N/A	EA	\$0	(\$176.00)	\$0	
Interior Door Hardware			\$0	\$88.00	N/A	EA	\$0	(\$88.00)	\$0	
Shower Door			\$0	\$468.00	N/A	EA	\$0	(\$468.00)	\$0	
Division 9 - Finishes										
Flooring			\$0	\$11.00	N/A	SF	\$0	(\$11.00)	\$0	
Carpet & Pad			\$0	\$30.00	N/A	SY	\$0	(\$30.00)	\$0	
Wall Tile			\$0	\$11.00	N/A	SF	\$0	(\$11.00)	\$0	Based on aggregate cost per SF of wall tile, inclusive of edge trim pieces, decorative patterns and transitions
Wallpaper			\$0	\$5.00	N/A	SF	\$0	(\$5.00)	\$0	Applies to replacement of existing wallpaper. Homeowner liable for total cost of wallpaper where it does not exist currently.
Division 10 - Specialties										
Bathroom Accessories			\$0	\$258.00	N/A	Per Bath	\$0	(\$258.00)	\$0	Per bathroom (Towel bars, TP holder, robe hook, shower curtain rod, etc)
Bathroom Mirror/Medicine Cabinet			\$0	\$309.00	N/A	EA	\$0	(\$309.00)	\$0	
Division 15 - Mechanical										
Kitchen Sink			\$0	\$403.00	N/A	EA	\$0	(\$403.00)	\$0	
Kitchen Faucet			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	
Bathroom Sink			\$0	\$403.00	N/A	EA	\$0	(\$403.00)	\$0	
Bathroom Faucet			\$0	\$234.00	N/A	EA	\$0	(\$234.00)	\$0	
Bath Tub or Shower Enclosure/Pan			\$0	\$760.00	N/A	EA	\$0	(\$760.00)	\$0	Includes shower doors.
Bath Tub/Shower Fixture			\$0	\$234.00	N/A	EA	\$0	(\$234.00)	\$0	
Toilet			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	
Division 16 - Electrical										
Light Fixtures (Indoor/Outdoor)			\$0	\$176.00	N/A	EA	\$0	(\$176.00)	\$0	Applies to both indoor and outdoor fixtures
Ceiling Fans			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	1 ceiling fan per room
Total Material Cost			\$0				\$0		\$0	



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

Footnote #1: The cabinetry is not to exceed \$340 per lineal foot. The overall budget for cabinetry is not to exceed \$18,182. Lineal footage costs are based on base cabinets and wall cabinets separately. Utility (or tall) cabinets would qualify for both wall and base cabinet allowances. Measurements should be taken from the back face of the cabinet, meaning that corner cabinets in an "L" shape space would get the measurement for each wall they have contact with.

Footnote #2: The countertops are priced separately than the cabinets. The countertops shall not \$57 per square foot of area (including backsplash). The overall budget for the countertops is not to exceed \$3,173. The inclusion of the backsplash in this item is only when the backsplash is a slab type material, so if the backsplash is tile, the backsplash would then fall under the wall tile allowance.

Footnote #3: Openings that require a non-standard door size and/or style will be evaluated independent of the standard allowance. Non-standard doors should only be the result of code restrictions, historic restraints caused by existing conditions, and manufacturer requirement for best practices in construction.

Material Allowance Sheet will be reviewed on a yearly basis and re-evaluated according to material price increases.



EXHIBIT III

HISTORIC PRESERVATION EASEMENT PROGRAM APPLICATION

DRAFT



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

Grant No: _____ Project No: _____ <p style="text-align: center;"><i>For Office Use Only</i></p>

HISTORIC PRESERVATION FUND - APPLICATION

GENERAL INFORMATION:

Grant Year: _____ **Today's Date:** _____

Property Street Address: _____

Property Owner(s): _____

Owner(s) Mailing Address: _____

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

Email Address: _____

Contact Person (if different from owner)

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

Email Address: _____

Applications can be made by individuals other than the property owners with the owner's written permission (written permission must be signed and notarized on a form "Affidavit of Permission" or 'Power-of-Attorney' provided by the applicant). For the purpose of this document, Applicant and Property Owner are considered one in the same and are interchangeable.

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

Full Site Component

Site Work Only Component

Office Use Only. Do not write below this line.

Date Received: _____ *Grant No.:* _____

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

Amount Approved: _____

Comments or Conditions: _____

Authorization Signature: _____ *Date:* _____

Associated Grant Numbers: _____

PROJECT INFORMATION:

Description of Proposed Project

Provide a detailed description of the proposed project (If additional room is needed, attach additional paper). Attach a site plan, photos or any other information relevant to the application:

Process and Procedure

Property Owner agrees to thoroughly review the Preservation Easement Guide to Programs. Property Owner further understands that although a property is located in the National Historic Landmark District; completion of an application does not guarantee the property is eligible to participate in the Historic Preservation Easement program.

Property owner will be notified by the Community Planning and Development with a decision and the next steps in the program process, if applicable.

Temporary Construction Easement and Deed Restriction

Property Owner understands and agrees that prior to any construction, the Property Owner shall grant to the City temporary construction easements necessary to complete the work, and shall execute a deed restriction in favor of the City in the forms attached hereto as **Exhibit A – Temporary Construction Easement and Exhibit B – Preservation Easement Agreement with exhibits A-D.**

Cost Responsibility

Property Owner understands and agrees the City will make certain expenditures in reliance, including but not limited to, the creation of architectural plans and civil construction drawings. Property Owner therefore agrees:

1. To read the applicable "Historic Preservation Fund Guide to Programs," and fully understand the terms and conditions of the City's program as it relates to the Property.
2. In reliance upon this Application, the City will commence making expenditures to benefit the Property. Applicant/Property Owner agrees to be bound by the terms and conditions contained in the "Historic Preservation Fund Guide to Programs" and to complete the project set forth in the Application. In the event Applicant/Property Owner determines not to proceed with construction of the Project, Applicant/Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City in creating any architectural renderings, plans, civil construction plans, surveying, and any other costs actually incurred by the City in reliance on the Application.
3. The Applicant understands he/she is responsible for paying certain costs set forth above in the event Applicant decides not to proceed with the Project.

Tax Liability

The City of Black Hawk believes that the cost of the work performed by the City under the Historic Preservation Easement Program is not taxable income under State and Federal income tax laws.

As such, the City will not be reporting the cost of the work to State and Federal taxing authorities.

If it is determined by the Internal Revenue Service or the Colorado Department of Revenue that the cost of the projects is taxable income to the property owner, the city will reimburse property owners for additional state and federal taxes paid by recipients that are directly attributable to the cost of the project.

Regardless of the City's agreement to reimburse property owners for the initial State and Federal tax burden of a grant, the obligation to pay any taxes shall remain the responsibility of the property owner.

If the Property Owner agrees to participate in the Historic Preservation Easement Program, they should contact their tax advisor concerning any potential tax liability that they may have as a result of receiving any of the benefits described in the historic preservation and restoration easement program.

I, the Property Owner and Applicant, have read the above information and understand that by voluntarily signing and submitting this Historic Preservation Easement Program application, I am responsible for paying certain costs as set forth above in the event I decide not to proceed with the Project.

Property Owner Signature

Date

(INTENTIONALLY LEFT BLANK)

DRAFT

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

DRAFT

TEMPORARY CONSTRUCTION EASEMENT

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

See **Exhibit A**, attached hereto and incorporated herein by this reference the "Temporary Easement Property". (**Insert Site Plan/Improvement Location Survey/Legal Description**)

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

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

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

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

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

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

WITNESS our hand(s) and seal(s) this _____ day of _____, 20____.

GRANTOR:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, as _____, for _____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public
Address:

GRANTEE: CITY OF BLACK HAWK

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

Attest: _____
Melissa A. Greiner, City Clerk

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

EXHIBIT B

HISTORIC PRESERVATION EASEMENT AGREEMENT – (DEED RESTRICTION)

DRAFT

HISTORIC PRESERVATION EASEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

i. The exterior of the Structure, including interior drywall and the sub-floor, is not to be visually or structurally altered from the condition existing as of the Effective Date of this Easement without the City's Consent. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.

ii. The Structure shall not be demolished and no new structures or additions of any kind to the exterior of the Structure, including interior drywall and the sub-floor,

may be constructed at the Property without the City's Consent, except as may be required by law.

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

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

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

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

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

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

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

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

7. Remedies for Breach.

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

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

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

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

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

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

10. Indemnification. Grantor shall hold harmless, indemnify and defend the City and its officers, employees, agents and contractors, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, or judgments (collectively, "Claims") in any way related to: (1) any real property taxes and general or special assessments assessed and levied against the Project; or (2) this Easement, the

conveyance or possession thereof or the exercise of any rights hereunder, excluding, however, any Claims based in whole or in part upon the gross negligence or willful misconduct of any Indemnified Party, provided that the Indemnified Party gives Grantor prompt notice of each such Claim, cooperates in the defense thereof, and Grantor shall have the sole right to defend and/or settle each such Claim.

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

GRANTOR

By: _____
Insert Grantor Name

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day
of _____, 20____, by _____.

My commission expires: _____

(S E A L)

Notary Public

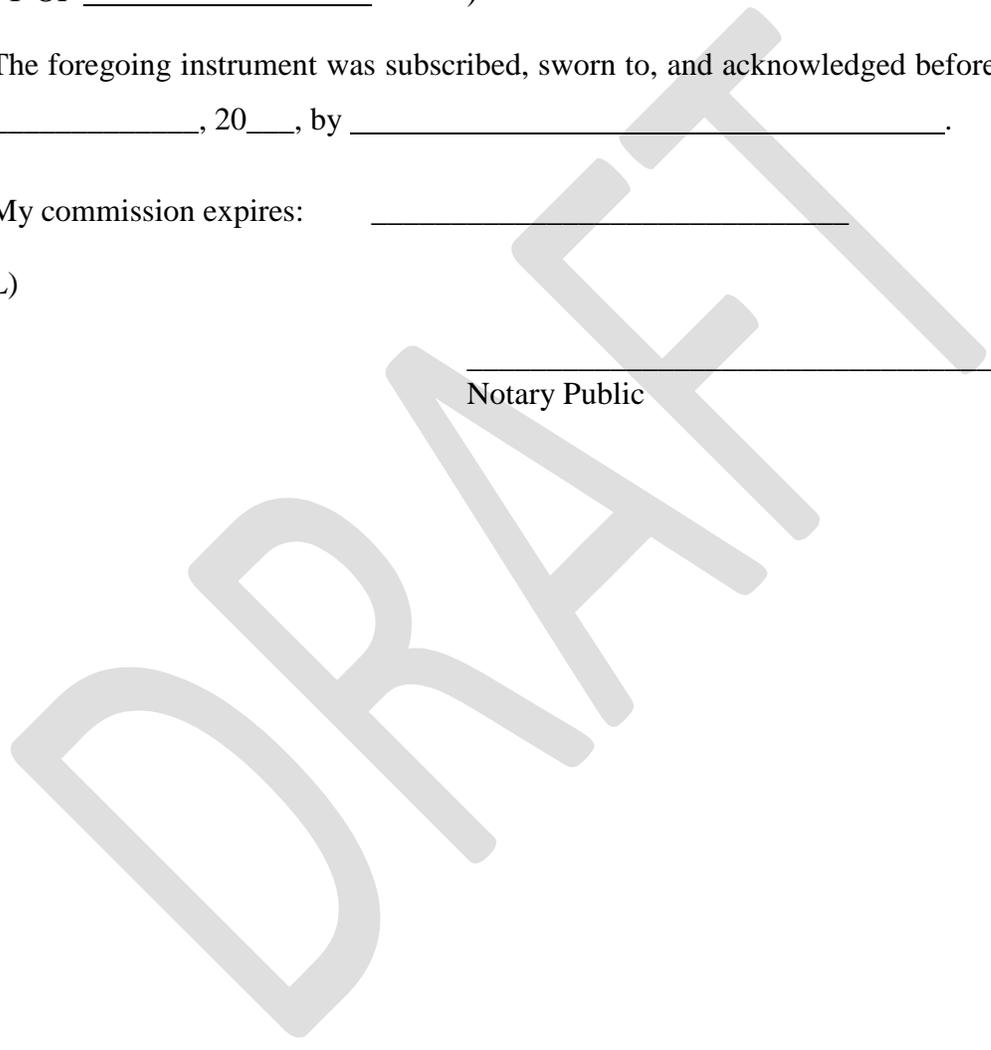


EXHIBIT A – TO PRESERVATION EASEMENT AGREEMENT

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

Property is located at _____, legally described as _____
_____, City of
Black Hawk, based upon the City of Black Hawk survey map of Block _____, of the Map
of Black Hawk, surveyed by Albert Johnson City Surveyor, dated May and June 1866, City of Black
Hawk, County of Gilpin, State of Colorado

DRAFT

EXHIBIT B – TO PRESERVATION EASEMENT AGREEMENT

HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY

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

PROPERTY AND STRUCTURE MAINTENANCE

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

DRAFT

EXHIBIT C – TO PRESERVATION EASEMENT AGREEMENT

SECURITY INSTRUMENT

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

OR

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

DRAFT

EXHIBIT D - TO PRESERVATION EASEMENT AGREEMENT

PARTIAL SUBORDINATION OF RIGHTS

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

OR

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

DRAFT

REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS
Page 1 of 2

Date

Original Grantor (Borrower)

Original Beneficiary (Lender)

Date of Deed of Trust

Recording Date of Deed of Trust

County of Recording of Recorded Deed of Trust

Reception No. of Recorded Deed of Trust

Book and Page of Recorded Deed of Trust

Book

Page

BORROWER:

STATE OF COLORADO)

COUNTY OF _____) ss.

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

_____, 20____ by _____ Borrower.

My commission expires: _____

(SEAL)

Notary

PARTIAL SUBORDINATION OF RIGHTS

Page 2 of 2

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

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

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

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

LENDER:

By: _____

Its: _____

Attest: _____

CITY OF _____, **STATE OF** _____

Please return signed original to:

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

**PARTIAL SUBORDINATION OF RIGHTS
COVER LETTER EXAMPLE**

Date: _____

Lender: _____

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

To Whom It May Concern:

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

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

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

Sincerely,

Property Owner

EXHIBIT IV

HISTORIC PRESERVATION EASEMENT HOME PROGRAM OUTLINE

DRAFT



City of Black Hawk

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

HISTORIC PRESERVATION – HOME PROGRAM OUTLINE

DATE: _____

OWNERS: _____

PROPERTY ADDRESS: _____

A. HOUSE INFORMATION:

Year home was built: _____

Additions on House: _____

Date Addition was added: _____

Approximate Square Footage of Home: _____

Floors: _____

House Occupied: YES NO

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

Approximate Renovation Start Date: _____

B. REASONS PROPERTY OWNER IS REQUESTING RENOVATIONS TO HOUSE:

For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.

Identified problems in need of repairs:

Roof Leaks. Roof material: _____

Exterior Wall & Trim Condition. Exterior material: _____

Exterior Paint. Condition: _____

Visible Structural Problems. Roof line: _____ Walls: _____

Rodent Infestation: _____

Crawl Space. Foundation type: _____

EXHIBIT V

REFERENCED CITY OF BLACK HAWK RESOLUTIONS

Resolution No. 10-2010

A Resolution amending the City of Black Hawk Community Restoration and Preservation Fund to provide a process for determining payment of Federal potential Income Tax Liability.

Resolution No. 19-2013

A Resolution establishing a contingency on Public Improvement projects to be managed at the City Manager's discretion.

Resolution No. 3-2014

A Resolution establishing a contingency on Grant Projects under the Community Restoration and Preservation Fund Grant Program to be managed at the City Manager's discretion.

Resolution No. 13-2016

A Resolution temporarily rebating City Sales tax on retail items delivered to City residential properties for personal consumption and use.

Resolution 14-2016

A Resolution temporarily rebating City Use Tax on construction and building materials for residential projects within the City's National Historic Landmark District.

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

Resolution No. 10 -2010

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

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

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

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

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

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

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

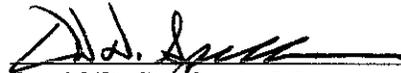
B. A fully executed document in the form attached hereto as **Exhibit A** and incorporated herein by this reference, signed by the grant recipient(s).

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

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

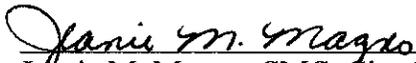
Section 4. For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying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

RESOLVED AND PASSED this 28 day of April, 2010.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

Exhibit A

Federal Income Tax Liability

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

Dear Sir or Madam:

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

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

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

Or

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

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

(Name)

Date

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 19 -2013

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

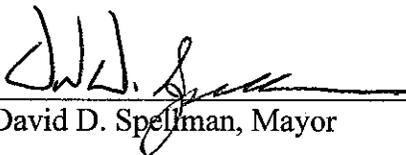
WHEREAS, Article IX of Chapter 1 of the Black Hawk Municipal Code sets forth procedures for the awarding of contracts for public improvements; and

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

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

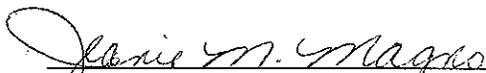
Section 1. The City Council hereby directs that the City Manager is authorized to manage a contingency in the amount of ten percent (10%) for any City contract for the design and/or construction of public improvements, without the need or requirement that the City Council specifically add such contingency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

RESOLVED AND PASSED this 24 day of April, 2013.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 3-2014

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

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

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

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

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

RESOLVED AND PASSED this 12 day of February, 2014.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 13-2016

**TITLE: A RESOLUTION TEMPORARILY REBATING CITY SALES TAX ON
RETAIL ITEMS DELIVERED TO CITY RESIDENTIAL PROPERTIES FOR
PERSONAL CONSUMPTION AND USE**

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

Section 1. The Mayor and Board of Aldermen hereby resolve to temporarily rebate City sales tax on retail items delivered to City residential properties from out of City vendors for personal consumption and use, including the amount paid to the Gilpin County School District RE-1, for a total rebate amount of five and one-half percent (5.5%), subject to the following conditions:

- A. Said rebate shall only be provided to City residents who can provide proof in the form of a receipt that such sales tax was actually paid;
- B. Said receipt shall be submitted to the City for the rebate during the same calendar year in which the sales tax was paid or within thirty (30) days of delivery, whichever is later; and
- C. Said rebate shall expire on April 2, 2018.

RESOLVED AND PASSED this 24th day of February, 2016.



David D. Spellman, Mayor

ATTEST:



Melissa A. Greiner, City Clerk



STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 14-2016

**TITLE: A RESOLUTION TEMPORARILY REBATING CITY USE TAX ON
CONSTRUCTION AND BUILDING MATERIALS FOR RESIDENTIAL
PROJECTS WITHIN THE CITY'S NATIONAL HISTORIC LANDMARK
DISTRICT**

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

Section 1. The Mayor and Board of Aldermen hereby resolve to temporarily rebate City use tax of four percent (4%) on construction and building materials for projects which require a building permit for which use tax on construction and building materials is imposed, on those residential properties located within the City's National Historic Landmark District. Said rebate shall expire on April 2, 2018.

RESOLVED AND PASSED this 24th day of February, 2016.



David D. Spellman, Mayor

ATTEST:



Melissa A. Greiner, City Clerk



EXHIBIT VI
FUNDING MATRIX

DRAFT

FUNDING MATRIX

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

<u>Scope of Work</u>	<u>Preservation Easement</u>	<u>Rehabilitation Grant</u>	<u>Comments</u>
Trim		✓	
Interior Doors and Hardware		✓	
Countertops		✓	
Backsplash		✓	
Shower and Bath Accessories		✓	
Kitchen Fixtures		✓	
Bathroom Fixtures		✓	
Hose Bibs		✓	
Heating Systems		✓	
Ventilation Systems		✓	
Interior Rough MEP Utilities	✓		
Interior Trim MEP Utilities		✓	
BBQ Gas Line	✓		
Interior Lighting		✓	
Exterior Lighting	✓		
Ceiling Fans		✓	
Fire and Carbon Monoxide Detection		✓	
Radon Mitigation Systems	✓	✓	Rehabilitation Grant, if not included in a complete Rehabilitation with a Preservation Easement.

REHABILITATION GRANT



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

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Exhibit I Rehabilitation Grant Agreement

Exhibit II Material Allowance List

Exhibit III Rehabilitation Grant Program Application

Exhibit VI Rehabilitation Grant Home Program Outline

Exhibit V Referenced City of Black Hawk Resolutions

Exhibit VI Funding Matrix

PLEASE TAKE NOTE

THE GRANTS AWARDED UNDER THE REHABILITATION GRANT PROGRAM ARE CONSIDERED INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS.

ANY REHABILITATION GRANT THAT IS APPROVED BY THE CITY WILL BE REPORTED TO STATE AND FEDERAL TAXING AUTHORITIES. AS PART OF THE REHABILITATION GRANT PROGRAM AND TO THE EXTENT PERMITTED BY LAW, THE CITY WILL REIMBURSE REHABILITATION GRANT RECIPIENTS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE DISBURSEMENT OF GRANT FUNDS IF REQUIRED DOCUMENTATION IS TIMELY FILED WITH THE CITY. [ALTERNATIVE. GRANT RECIPIENTS MAY BE REQUIRED TO APPLY FOR THE COLORADO HISTORIC PRESERVATION INCOME TAX CREDIT.]

REGARDLESS OF THE CITY'S AGREEMENT TO REIMBURSE GRANT RECIPIENTS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES REMAINS THE RESPONSIBILITY OF THE GRANT RECIPIENT.

PLEASE CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE GRANTS DESCRIBED IN THIS PROGRAM AND AS THE RESULT OF THE CITY'S REIMBURSEMENT OF YOUR TAX LIABILITY.

NOTE THAT IF YOU SELL YOUR PROPERTY WITHIN FIVE YEARS OF HAVING RECEIVED A REHABILITATION GRANT, YOU MAY BE LIABLE TO REPAY THE CITY A PORTION OF THE GRANT RECEIVED AND TAXES REIMBURSED.

SECTION 1: PROGRAM OVERVIEW

a. BACKGROUND

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

b. PURPOSE

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

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

c. DEFINITIONS

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

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

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

representative as provided with written permission via a signed and notarized “Affidavit of Permission” or “Power-of-Attorney” from the Property Owner.

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

d. PROGRAM GOALS

The goal of the Historic Restoration and Community Preservation Fund Program is to promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures

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

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

e. GENERAL PROGRAM INFORMATION

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

1. Projects will only be selected and authorized upon completion of an application in accordance with the requirements described in this Rehabilitation Grant Guide to Programs.
2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.
3. The City Council shall have the authority in its sole discretion to deny any application submitted for a grant or easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.
4. Failure to sign and enter into the necessary legal agreements will disqualify Applicants from participation in the program. All Rehabilitation Grant Program Agreements will be signed prior to issuance of Notice to Proceed to the general contractor.
5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Rehabilitation Grant Guide to Programs on a prior project, to properly use a grant for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.

6. The award of any grant to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of grant funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk. Once a Rehabilitation Grant has been awarded for a Full Building Component, as further defined in Section 2 of this document, the interior is no longer eligible to receive additional grants under this particular component/Category of Assistance.
7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, the Property Owner's name and address will be placed (first-come, first served basis) on the list of potential recipients for such grant category. If such property is subsequently sold to a new owner, the new owner's name shall remain in the same priority if the new owner makes a request in writing within 45 days of the date of notification as set forth herein. The Community Planning and Development Department shall notify the new owner of the property of the opportunity to have the property stay on the list of upcoming grant or easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request. If the new Property Owner does not notify the City of Black Hawk in writing within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect.

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

8. Applications can only be made by the Property Owner, as defined in this Section.
9. This program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, no Category of Assistance included in this program is to be utilized as a substitute for a Property Owner's property insurance policy.
10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be

bound by the terms and conditions contained in the Historic Rehabilitation Grant Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners Representative services, and any other costs actually incurred.

11. All projects, whether via contract with the City or Property Owner, shall commence construction within twelve (12) months of the award of any grant funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date (one (1) year after issuance of the building permit), and same date that all available and approved funds should be requested from the City, with appropriate and required receipts and documentation, on or before that day. Unless the City Council approves an extension of the expiration date, any funds remaining at the end of the project shall revert to the Historic Rehabilitation grant Fund for use on other projects. In the event the Contractor/Property Owner fails to obtain a building permit and commence construction of a project within twelve (12) months of the grant award, the grant funds shall revert to the Historic Rehabilitation Grant Fund for use on other projects and the property/project will move off the list of upcoming projects for the Historic Restoration and Community Preservation Fund Program.
12. It is the responsibility of the Property Owner subject to any Rehabilitation Grant agreement being completed to keep the improvements paid for with the City-approved grant installed and on the property for a minimum of five (5) years. Changes to the Rehabilitation Grant-paid improvements shall not be allowed (both internal and external to the building and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Rehabilitation Grant.

f. GENERAL EVALUATION CRITERIA

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

required payments to the City and/or other governmental agency.

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

SECTION 2: CATEGORIES OF ASSISTANCE

a. CATEGORIES OF ASSISTANCE

The Historic Rehabilitation Fund Grant Program includes three (3) components of assistance, which may be combined into any one grant application and/or award.

1. Full Building Component
2. Emergency Component
3. Radon Mitigation Component

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

b. DESCRIPTION OF COMPONENTS

1. Full Building Component

The Full Building Component is available to provide interior rehabilitation, stabilization and repair of Qualified Properties and may include multiple Categories of Assistance. Funding for a Full Building Category of Assistance is required to be achieved through a Rehabilitation Grant. Once funding has been awarded for a Full Building Component, the interior is no longer eligible to receive additional funding under this component. Please consult with City staff and the Owners Representative to fully understand how a specific request for this component will be processed.

2. Emergency Component

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

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

included in this component may include (but are not limited to): replacement of water heaters, boilers and furnaces, gas line and/or water pipe repair/replacement within the home, site utility repair/replacement, roof leak repair/replacement, and tree removal.

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

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

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

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

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

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

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

3. Radon Mitigation Component

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

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

DRAFT

Property Owner Initials _____ Date_____

SECTION 3: REHABILITATION GRANT PROGRAM

A. ELIGIBILITY

In order to be a Qualified Property that is eligible for a grant under the Historic Rehabilitation Grant Program (“Rehabilitation Grant”), the following requirements must be adhered to:¹

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

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

8. Reimbursement. In the event the amount of the Award plus the Tax Burden (the "Combined Amount") exceeds fifty thousand dollars (\$50,000.00) and the Property Owner sells or transfers the Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Property (the "Reimbursement Amount").
9. Commercially zoned Qualified Properties that are being maintained for a residential use may apply for a grant provided the Property Owner signs an additional agreement. This separate agreement requires the Property Owner to pay back, without interest, the grant amount used for the structure if and when the property is converted from residential to an income-producing commercial use. For the purposes of this program, an owner of a bed and breakfast use or a non-profit organization may qualify for a grant as long as the primary use of the property is residential.
10. Property Owners are specifically responsible for using the funds from the Grant to pay the General Contractor for all work done in accordance with the agreement the Property Owner must have with the General Contractor. Lack of payment from a Property Owner to the General Contractor, for work covered under the approved grant, will be grounds to withhold disbursement of any funds to the Property Owner for any additional work on the property or even other properties the owner may own until such time as evidence of payment to the General Contractor is provided. Also see Appendix 1 of this document regarding payments to the Property Owner and subsequent payment to the General Contractor.
11. At least three (3) detailed bids will be required to be requested from pre-qualified General Contractors. Bids must be obtained for all proposed construction work and submitted for review by the City prior to beginning any construction work unless otherwise authorized in writing by the City. The City and the Property Owner must both be in agreement with the selection of the General Contractor. The City strongly recommends that if the Property Owner is also a recipient of funds from the Historic Preservation Easement Program, that the same General Contractor be selected for the Rehabilitation Grant work as well.
12. Receipt of the Rehabilitation Grant is taxable income to the recipient. The City of Black Hawk provides for reimbursement of a Property Owner's state and federal income tax liability in association with the receipt of a Rehabilitation Grant, per Resolution 10-2010 (see Exhibit V). The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner should consult with his or her tax advisor about whether the reimbursement here mentioned is itself income and gives rise to additional state and federal income tax liability. The City of Black Hawk does NOT reimburse the Property Owner for any additional state and federal income tax liability that might arise from said reimbursement.

- i. The Property Owner is responsible for completing the necessary paperwork that establishes his or her payment of state and federal tax attributable to the receipt of the grant and delivering it to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the grant funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for state and federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes.
 - ii. Property Owners may seek partial reimbursement for state income tax liability through the Colorado Historic Preservation Income Tax Credit, based on fund availability and subject to approval. [Alternative: If the Colorado Historic Preservation Income Tax Credit is available and if the Property Owner qualifies for it, the Property Owner must apply for it. The City of Black Hawk will only reimburse Property Owners for their state income tax liability, net of the Colorado Historic Preservation Income Tax Credit that could have been claimed.]
13. Awards will be made to owners of property within the City of Black Hawk at the sole discretion of the Board of Aldermen, and subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

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

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

Refer to Section 4.e of this Rehabilitation Guide to Programs pertaining to General Conditions of Assistance for requirements regarding allowed materials to be used in this Rehabilitation Grant Program. A Material Allowance List (Exhibit II) is used to determine a not to exceed cost for finish materials. City staff has the authorization to update Exhibit II on an annual basis to allow for any applicable industry-wide material cost adjustments.

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

1. Funds cannot be used to acquire properties or for the moving of structures. A structure that is to be moved can only become eligible for grant funding if the structure is a Qualified Property, and it is relocated within the City to a location that is eligible under the Program and placed on a permanent foundation with tap and sewer fees paid.
2. New buildings, new additions and rehabilitation of previous ineligible additions are not considered eligible if they are less than 50 years old.
3. Extensive landscaping work is not eligible. However, all disturbed areas will be seeded with a “multi-color high altitude seed mix” from Arkansas Valley Seed, or equal. Erosion control mat and temporary irrigation provided until completion of project. Erosion control mat to be 70% straw and 30% coconut fiber between polypropylene netting.
4. Appliances such as, but not limited to, stoves, ovens, microwaves, dishwashers, refrigerators, washers, and dryers are not eligible items.
5. Hot tubs are not eligible.
6. Secondary (backup) heating sources are not eligible. Original fireplace restoration is acceptable. Air conditioning is not eligible.

D. LEGAL REQUIREMENTS

Along with the approval of an application by the City, owners must enter into legal agreements with the City which describe the terms for participation in the Rehabilitation Grant Program. Participation in the Rehabilitation Grant Program requires a Rehabilitation Grant Agreement. A copy of this document is included in Exhibit I. In addition to the basic Rehabilitation Grant Agreement, a commercial Property Owner will also be required to enter into another agreement regarding the conversion of the property from a residential use to an income-producing commercial use (per Section 4.a.7). Please consult with City staff for additional information regarding commercial conversion agreements.

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

E. GENERAL CONDITIONS OF ASSISTANCE

1. The City of Black Hawk Residential Design Guidelines shall be consulted and utilized for all Historic Restoration and Community Preservation Fund Program projects.
2. Grant funds are paid on a “draw” basis. No advancement of payments will be paid to the Property Owner or General Contractor. Payments are made directly to the Property Owner when the City receives a General Contractor’s pay application with detailed and itemized invoices/schedule of values, and a signed request for payment form for the City Council approved work program. Property Owners shall not *disburse cash funds* to any Contractor for any work done. ***All transactions are expected to be promptly completed via the Property Owner by signing over the check*** from the City of Black Hawk to the General Contractor for the project as set forth herein in Appendix 1 regarding FBO (For the Benefit Of) payments. It is recommended the Property Owner obtain a receipt/waiver of lien from the General Contractor stating funds have been received with pay application paid in full. All work is subject to inspection and review by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes prior to submittal of any invoices to the City. The Property Owner is responsible for and must review, approve, and acknowledge seeing each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with the paperwork for a request for payment. It is strongly recommended that the Property Owner retain an Owners Representative to assist with this process.
3. It is the responsibility of the Property Owner to bring the structure into conformance with City building and fire codes, even if the work exceeds the grant amount for any roof repair, exterior and interior finishing, electrical, plumbing, mechanical, and structural upgrades not included in the project as required by the building code and building official. All construction and work is subject to inspection by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes.
4. The Property Owner, Architect and/or Engineer are to specify on the proposed construction drawings and project manual the specific materials to be used for the project. It is required that the materials to be used and paid for through the grant program are considered the ‘off the shelf’ products, and are not ‘special or custom order’ products that will significantly add to the construction costs of the grant project. At the same time, it is also not desired to purchase materials that would be of a cheap or inferior quality, so as to deteriorate soon and provide the need to again be replaced resulting in additional and sooner maintenance costs to the Property Owner. In order to assist in defining the level of each material/finish selection that is in alignment with the grant program requirements, a material allowance sheet is included in Exhibit II. City staff has the authorization to update Exhibit II on an annual basis to allow for any applicable industry-wide material cost adjustments. The Architect and/or Engineer, and Owners Representative if retained, will assist the Property Owner in making material selections that are anticipated to fall within these allowances. All interior Rehabilitation Grant projects will be designed

within the material allowances. Should the Property Owner decide that an alternate material selection that exceeds the allowance is desired, that material selection shall be carried as an alternate in the proposed construction drawings and project manual so that during the General Contractor bid process, actual costs above the allowance amounts can be determined and the Property Owner can confirm that they wish to proceed with their premium selection. If the Property Owner desires to install upgraded or more expensive materials, they may do so at their own cost if the historic character and integrity of the structure is maintained. Such differences shall also be noted on the approved construction plans and project manual and incorporated into the General Contractor contract documents. Please note that, in order to minimize confusion and misunderstandings, the Property Owner will be required to deposit funds sufficient to cover all premium selections into an Escrow Account at the beginning of the project to ensure those funds are available for payment throughout the project. Please see the Rehabilitation Grant Agreement (Exhibit I) for specifics on this account and how it will be managed.

- A. In general, elegant designs and expensive materials were not consistent with the historical and architectural character in the City. Designs and materials are to reflect the functional rustic western mill town (vernacular) architectural character of historic Black Hawk. Designs and materials should be appropriate and yet allow for comfortable, habitable, sustainable and viable residential homes. Alternate or like materials may be considered as part of a project, and must be specifically requested for approval by the City through the appropriate process (included on the construction drawings and project manual), and in advance of any purchase and installation by the Contractor. Sustainable alternate solutions, such as energy efficient windows and insulating materials, may be allowed if approved by the City Council as part of the funding approval process. Such alternate or like material/solution shall not detract from or change the historic character of the home, and shall not jeopardize the status of the historic classification of the subject home or the historic district itself.
 - B. All projects that deal with the exterior of the house/structure must have a Certificate of Appropriateness (COA) recommended by the HPC and approved by the City Council. The COA application must be submitted concurrently; all architectural design and materials are to be evaluated by the HPC and City Council, and the review must include findings that the proposed design is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, as well as the City of Black Hawk Residential Design Guidelines.
5. Grant funds cannot be used to reimburse a Property Owner for previous work or materials for a project accomplished prior to the grant approval except as specifically noted within Category 4 – Emergency Component and Category 5 – Radon Mitigation Component. Additionally, grant funds cannot be used to reimburse a Property Owner who purchases materials and provides to the General Contractor. All materials and labor are provided by the General Contractor per the final Scope of Work and executed contract.

6. The City may recommend funding at a lower level than that requested by the Property Owner. In addition, the City may exercise its discretion while reviewing plans to require alternative materials due to cost, longevity, appropriateness of materials, and quality. Such decisions will be noted on the approved plans, and acknowledged by the Property Owner in advance of any building permits being issued for such work. Appeals (from the Property Owner) of such decisions/requirements by the City shall be to the City Council for review and determination. Again, please keep in mind that the Certificate of Appropriateness must be approved by City Council in advance of any construction, as well as before materials are ordered.
7. The Property Owner and/or Contractor must contact the City Building, Public Works and Sanitation District departments to make inspections for the rehabilitation project, including water and utility improvements.
8. Neither a Property Owner nor a close relative of the Property Owner shall be permitted to be the General Contractor, subcontractor or material supplier.
9. Once a grant has been awarded for a Full Site and Building Component, the interior is no longer eligible to receive additional grants, except as reviewed on a case-by-case basis for any work potentially covered by Category 4 – Emergency Component. However, exterior maintenance/repairs that become necessary due to weather exposure, such as painting and items associated with painting preparation, may receive additional grant approvals for the limited purpose of maintenance, and/or repairs in accordance with Category 3 – Exterior Component.
10. An approved grant shall only be able to be used for the historic portion of the house. The Property Owner must be responsible to pay for any improvements for the non-historic portion of the house through the establishment of an Escrow Account. The Property Owner shall work with the Owners Representative to create a Scope of Work, and request at least three (3) bids from the City of Black Hawk pre-qualified General Contractors list. Such selected General Contractor shall submit itemized invoices, and/or itemized receipts through the Property Owner and then to the City for payment of completed work.
11. The General Contractor must be insured and bonded during the entire project.

F. CONDITIONS OF AGREEMENT

The Property Owner shall agree to the following conditions:

1. The property shall be maintained in a manner that assures its preservation. Please consult with City staff for additional information regarding maintenance of building interior systems.
2. The Property Owner, Owners Representative and the General Contractor shall agree on a Scope of Work, and schedule of construction for the project. The Scope of Work and

Property Owner Initials _____ Date _____

schedule must follow the approved plans and Rehabilitation Grant Guide to Programs procedures.

3. Architectural drawings, construction specifications and Scope of Work shall be reviewed by the Property Owner, Owners Representative, HPC and the City Council to assure that appropriate preservation procedures are followed. In some cases, construction documents prepared by licensed architects or engineers may be required. The Property Owner is responsible to ensure that an application for a building permit is submitted for all work associated with the approved project, and that no work or construction on the property takes place until there is an approved building permit for the work.
4. The City may hold a lien against the property for any improper work or to assure that the project is completed as approved. The lien will be released when the City Council approves the completed project.
5. A Rehabilitation Grant Agreement will be provided that sets forth the terms and conditions of participation in the program (Exhibit I).

DRAFT

Property Owner Initials _____ Date_____

APPENDIX 1
REHABILITATION GRANT PROGRAM
PROJECT CRITERIA/ PROCESS/PROCEDURE

Appendix 1 is intended as a resource to educate and inform the Property Owner to the extent they completely comprehend and understand the Rehabilitation Grant program review process and procedure.

For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

The Property Owner is required to meet with the City staff and Owners Representative to discuss their proposed project and potential eligibility. City staff and Owners Representative will introduce the general features of the program as highlighted below:

1. Application Phase.

- a. Initial Application Phase
- b. Orientation Meeting
- c. Update Application

2. Scope of Work Phase.

- a. Historic Research
- b. On-site Strategy Meeting
- c. Existing Conditions
- d. Inspections and Testing
- e. Appraisal Report

3. Agreement and Contracts Phase.

- a. Rehabilitation Grant Agreement
- b. Historic Preservation Easement Agreement
- c. Lender's Request for Subordination of Rights
- d. W-9
- e. Power of Attorney or Affidavit of Permission, ; if applicable
- f. State and Federal Tax Liability
- g. Boundary Line Agreements; if applicable
- h. Temporary Construction Easement between Applicant and City
- i. Temporary Construction Easement between Neighboring Properties and City
- j. Roadway Easement; if applicable
- k. License Agreement; if applicable

4. Architect Bid Phase.

- a. Architect Bid Process
- b. Bid Selection
- c. Project Design Start-up

5. Design Process Phase.

- a. Abatement and Remediation
- b. Conceptual Design
- c. Schematic Design
- d. Design Development
- e. Construction Drawings

6. Historic Preservation Commission and City Council Approval Phase

- a. Historic Preservation Commission Review and Approval
- b. City Council Review and Approval

7. General Contractor Bid Phase.

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

A Qualifications Packet is requested which includes the following information:

- 1. An overview of general information about the company including:
 - a. Previous work experience related to any of the Categories of Assistance
 - b. Managerial ability
- 2. Quality control management/procedures
- 3. Previous construction experience in and/or near the City of Black Hawk
- 4. Staff resumes
- 5. Historic preservation/rehabilitation experience
- b. Referenced City of Black Hawk Resolutions; 19-2013, 3-2014, 13-2016, 14-2016
- c. General Contractor Bid Process
- d. Bid Analysis
- e. Bid Selection
- f. Project Construction Start-Up

8. Construction Phase.

- a. Pre-Construction
- b. Active Construction Rehabilitation Grant
- c. Active Construction Preservation Easement

9. Close-Out Phase.

- a. Construction Close-out
- b. Rehabilitation Grant Close-out
- c. Preservation Easement Close-out

DRAFT

(Insert Address) : APPLICATION PHASE CHECKLIST

Date Done

To get their house added onto the existing Grant list...

Initial Application Phase:

HO submits completed initial application	
AA assigns Grant #, Project #, Type of Grant	
AA creates hard file & electronic file for documents	
AA scans initial application documents & saves in files	

Once this Grant's # comes up to the top of the list...

Orientation Meeting:

CP&D review Roles and Responsibilities	
CP&D review Project Schedule	
CP&D creates Dropbox folder (including Own-Your-Own-Home Guide and other pertinent documents)	
CP&D review Guide to Programs	
CP&D review Grant Agreement	
CP&D review Easement Agreement	
CP&D review Tax Implications	
CP&D review HPC requirements	
CP&D review Residential Design Guidelines	
CP&D review Standards for the Treatment of Historic Properties	

If HO decides to move forward with the project...

Updated Application Phase:

HO completes and signs new application	
NV5 gets Owner & Encumbrance Report/Title Work completed	
CP&D reviews past grants/reports for this property (Grant \$ spent)	
AA sends relevant Project Synopsis out to team via email	

Abbreviations:

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- CoBH = City of Black Hawk
- EC = Environmental Consultant
- ENG = Engineer
- FBO = For Benefit Of
- GC = General Contractor
- HO = Homeowner
- HPC = Historic Preservation Committee
- HP = Historic Preservation Consultant
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- SAN = Sanitation

(Insert Address) : SCOPE OF WORK PHASE CHECKLIST

	Date Done
Historic Research (if needed):	
HP defines and recommends historic appearance	
CP&D/HP determines which portions are eligible for grant	
CP&D If info not available, get HO to prove building(s) age	
On-site Strategy Meeting (with CP&D, BI, HO, HP, NV5, PW & OR):	
CP&D/NV5 identify what is historic/non-historic	
CP&D/NV5 Identify areas of concern:	
*Sitework/Exterior (bridges, utilities, rock walls, other)	
*Code Review (exterior, interior, other)	
*Historic Review (historic structures, demolition, other)	
CP&D/NV5 Discuss w/HO of cost assoc'd w/keeping non-historic sections (code-compliant)	
CP&D/NV5/HO Identify what will be kept/discarded	
CP&D/NV5 review Home Program Outline Checklist w/HO	
Existing Conditions	
NV5 obtains Site/Topo/Floodways Property Survey	
NV5 obtains Wood/Windows/Doors Survey	
NV5 obtains Stone Wall/Masonry Survey	
NV5 obtains Geotechnical Report	
Inspections/Testing:	
NV5 schedules Lead Based Paint Survey	
NV5 schedules Radon Testing	
NV5 schedules Mold Survey	
NV5 schedules Asbestos Survey	
NV5 schedules mine tailings or mining waste rock determination	
Appraisal Report	
NV5 Obtains an appraisal report	

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SAN = Sanitation

(Insert Address) : AGREEMENT/CONTRACTS PHASE CHECKLIST

(*All items handled by CP&D, NV5 & HO)	Date Done
Rehabilitation Grant Agreement	
Historic Preservation Easement Agreement	
Lender's Request for Subordination of Rights (if have mortgage)	
W-9 (file with Financial Dept)	
Execute Power of Attorney or Affidavit of Permission (if needed)	
Review State Tax Credit & Federal Tax Liability	
Execute Boundary Line Agreements (if needed/possible)	
Execute Temporary Construction Easements (HO/CoBH)	
Execute Temporary Construction Easements (neighbor/CoBH)	
Execute Roadway Easement (if needed)	
Execute OR Contract (if needed)	

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(Insert Address) : ARCHITECT BID PHASE CHECKLIST

(CP&D/NV5 responsible for all items on this list)	Date Done
ARCH Bid Process:	
Approve Bid Process/Schedule	
Prepare Bid Package (ITBs, Agreements, Reports, Specs, Surveys, etc)	
Issue RFP for Architect (include Guide to Programs)	
Pre-bid Site Meeting	
Issue Addenda based on questions from Bidders	
Receive Bids (include signature that have read Guide to Programs)	
Bid Selection:	
Submit Bid Analysis for CC approval	
Obtain CC approval	
Issue Notice of Award	
Issue Notice(s) of Non-Award	
Project Start Up:	
Execute Architect Contract (Historic Portion)	
Execute Architect HO Contract (Non-historic Portion) if necessary	

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(Insert Address) : DESIGN PROCESS PHASE CHECKLIST

	Date Done
NV5/ARCH: As-Builts (CAD)	
Abatement/Remediation:	
CP&D/NV5/EC: Lead Abatement	
CP&D/NV5/EC: Radon Mitigation	
CP&D/NV5/EC: Mold Abatement	
CP&D/NV5/EC: Asbestos Abatement	
CP&D/NV5/EC: Mine tailings or mining waste rock abatement	
CP&D/NV5/EC: Final Clearance	
CONCEPTUAL DESIGN:	
DT: Concept Design Review Meeting w/HO	
HO signs off on concept design	
SCHEMATIC DESIGN:	
Architect refines concept to create schematic	
DT: Schematic Design Review Meeting w/HO	
HO signs off on schematic design	
DESIGN DEVELOPMENT:	
Interior designer meets w/HO to discuss design	
Designer develops design scope	
ARCH confirms material allowance is w/in limits	
Design Development Meeting (CP&D, HO, ARCH, HP, PW, SAN, NV5)	
HO agrees to pay escrow, if necessary	
HO signs off on final design plan	
CONSTRUCTION DRAWINGS	
Construction Drawings Developed	
Final Construction Drawings Developed	
HO signs off on final construction drawings	

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(Insert Address) : HPC/CC APPROVAL PHASE CHECKLIST

(CP&D/NV5/HP/ARCH responsible for all items on this list)	Date Done
HPC REVIEW/APPROVAL	
Final Construction Drawings to HPC for review	
Staff report for HPC CoA recommendation (HP drafts)	
HPC recommendation	
CC REVIEW/APPROVAL	
Send report to CA to prep resolution	
Prepare Public Hearing Notice to be posted at property	
Prepare Public Hearing Notice for the Newspaper	
Update staff report for CC	
Submit Construction Drawings and report for CC approval	
Obtain CC approval	
Process CoA with approved resolution	
Construction Drawings out to BI for plan review	

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(Insert Address) : GENERAL CONTRACTOR BID PHASE CHECKLIST

(CP&D/NV5 responsible for all items on this list)	Date Done
GC Bid Process:	
Approve Bid Process/Schedule	
Prepare Bid Package (ITBs, Bid Forms, Agreements, Reports, Specs, Surveys, etc)	
Issue Bid Package	
Pre-bid Site Meeting	
Issue Addenda based on questions from Bidders	
Receive Bids	
Public Bid Opening (with checklist)	
Bid Analysis:	
Formulate bid analysis w/cost comparison	
Review bid analysis w/CoBH	
Review bid analysis w/HO	
Get bid clarifications from contractor(s)	
Value Engineering (as necessary)	
Bid Selection:	
Staff report	
Submit Bid Analysis for CC approval	
Obtain CC approval	
Issue Notices of Award (Exterior & Interior)	
Issue Notice(s) of Non-Award	
Issue Notice to Proceed	
Issue Materials Cost Allowance Worksheet (attach if escrow)	
Review Materials Cost Allowance Worksheet	
Homeowner Escrow of Material Upgrade Funds (obtain check, if needed)	
Project Start Up:	
Rehabilitation Grant Agreement signed	
Execute contract w/HO & GC	
Execute contract w/CoBH & GC	
Builders Risk insurance - add HO, CoBH & OR as add'l insured	
Obtain Payment & Performance Bonds	

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(Insert Address) : CONSTRUCTION PHASE CHECKLIST

(CP&D/NV5/HO/OR/GC/ARCH responsible for all items on this list)	Date Done
Pre-Construction:	
Provide Subcontractor List for Contractor Registration & Business License	
Issue Notices to Proceed (Exterior & Interior)	
Issue Temporary Construction Easement Commencement Letter	
Kick-off Meeting (incl Safety Plan discussion)	
Review procedures for pay apps, submittals, RFIs, change orders, sketch logs	
Set up FBO Check Process	
GC pulls building permit	
Obtain Temporary Use permits (if needed)	
Obtain Parking Permits for construction crew	
Active Construction:	
Begin collecting/reviewing pay apps, submittals, RFIs, change orders, sketch logs	
Electrical rough-in "box walk" (if HO wants changes, they pay Change Order)	
Email all Inspection Reports to ARCH, OR, HO, CP&D, NV5	

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(Insert Address) : CLOSE-OUT PHASE CHECKLIST

Date Done

Construction Close-Out

Meter Release	
GC creates & completes preliminary punch list	
Obtain Punch list from HO	
Obtain Punch list from ARCH	
Obtain Punch list from NV5	
Obtain Punch list from OR	
Obtain Punch list from CoBH	
HO Signs off on all final Punch List items	
ARCH Signs off on all final Punch List items	
NV5 Signs off on all final Punch List items	
OR Signs off on all final Punch List items	
CoBH Signs off on all final Punch List items	
Certificate of Substantial Completion (Interior)	
Certificate of Substantial Completion (Exterior)	
GC's Affidavit of Payment of Debts & Claims	
NV5/GC/ARCH: O&M Manuals	
NV5/GC/ARCH: As-Builts/Record Drawings	
CP&D/NV5: Submit Retainage Pay Application (incl Final Lien Waivers)	
CP&D/NV5: Advertise for Release of Retention	
CP&D/NV5: Final Payment	
CP&D/NV5: Final Unconditional Lien Release	

Grant Close-Out

CP&D/NV5: Update Grant Reconciliation Sheets	
CP&D/NV5: Record Preservation Easement Agreement w/City Clerk	
CP&D/NV5: Add City to HO Insurance COI as additionally insured	

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HP = Historic Preservation Consultant
ITB = Instructions to Bidders
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PoA = Power of Attorney
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Acknowledgement by Property Owner

The Property Owner has:

- (a) read this Agreement and the applicable documents associated with the “Guide to Programs,”
- (b) fully understands the terms and conditions of the grant as set forth therein, and
- (c) agrees to be bound by those terms and conditions.

Property Owner

By: _____

Date: _____

DRAFT

Property Owner Initials _____ Date _____

EXHIBIT I

REHABILITATION GRANT AGREEMENT

DRAFT

Property Owner Initials _____ Date_____

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

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

_____ day of _____

_____, 20_____, (the “*Effective Date*”) by and between the **CITY OF BLACK
HAWK**, a municipal corporation organized and existing under the laws of the State of Colorado
(the “*City*”) and **(Insert Applicant)** (the “*Property Owner*”) whose property address is **(Insert
Property Address)**.

RECITALS

- A.** The City has made certain proceeds of the Historic Restoration and Community Preservation Fund, available for the purpose of rehabilitating historic properties in the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Rehabilitation Grant Program*”).
- B.** The Property Owner, who is the owner of a structure located at **(Insert Property Address)**, **Black Hawk, Colorado 80422**, (the “*Property*”) submitted an application under the Grant Program.

AGREEMENT

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

1. Grant / Emergency Grant.

1.1 Award. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to \$**(Insert Award Amount without**

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

1.2 Tax Payment. Receipt of the Rehabilitation Grant is taxable income to the recipient.

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

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

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

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

- a. (Insert alternates, if any)

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

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

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

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

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

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

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

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

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

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

5. **Disbursement.**

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

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

6. **Termination of the Award.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, _____, 20____ (The “*Termination Date*”), the Property Owner’s right to be paid the Award or any portion thereof shall automatically terminate.

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

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

If to the Property Owner:

(Insert Applicant Contract Information)

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER
(Insert Applicant Information)

By: _____
Property Owner

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
___ day of _____, 2016, by _____.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT II

MATERIAL ALLOWANCE LIST

DRAFT

Property Owner Initials _____ Date_____

City of Black Hawk - Material Allowance Sheet 2016

Item Description	<Contractor>									
	GC Quantity	GC Unit Cost	GC Total Cost	CoBH Unit Cost	Not to Exceed Limit	Unit of Measure	CoBH Total Cost	Homeowner Unit Cost	Homeowner Total Cost	Comments
Division 5 - Metals										
Exterior Deck Railings - Metal			\$0	\$88.00	N/A	LF	\$0	(\$88.00)	\$0	
Division 6 - Wood and Plastics										
Cabinets (including door/drawer pulls)			\$0	\$351.00	\$18,672.00	LF	\$0	(\$351.00)	\$0	Includes all casework and built-in millwork items, along with the associated hardware (hinges, pulls and drawer guides) (See footnote #1 for calculation)
Cabinetry door/drawer pulls			\$0	\$6.00	N/A	EA	\$0	(\$6.00)	\$0	Includes price of individual pull or knob
Slab Countertops (including slab backsplashes & edge profile)			\$0	\$59.00	\$3,269.00	SF	\$0	(\$59.00)	\$0	Includes associated edge detail and backsplash (if applicable) (See footnote #2 for calculation)
Exterior Decking Material			\$0	\$8.00	N/A	SF	\$0	(\$8.00)	\$0	Pricing based on composite type material
Exterior Deck Railings - Wood/Comp.			\$0	\$36.00	N/A	LF	\$0	(\$36.00)	\$0	
Interior Trim (Base & Case)			\$0	\$5.00	N/A	LF	\$0	(\$5.00)	\$0	Pricing based on PEH Architects Trim Option 3 in Paint Grade Poplar
Division 8 - Doors and Windows										
Exterior Door & Frame			\$0	\$1,401.00	N/A	EA	\$0	(\$1,401.00)	\$0	Applies to replacement of existing exterior door & frame. 3'-0" wide exterior door required.
Storm Door & Frame			\$0	\$681.00	N/A	EA	\$0	(\$681.00)	\$0	Based on wood storm door
Interior Door & Frame			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	Pricing based on 4 panel MDF pre-hung door. (See footnote #3 for Non-Standard Doors)
Exterior Door Hardware			\$0	\$176.00	N/A	EA	\$0	(\$176.00)	\$0	
Interior Door Hardware			\$0	\$88.00	N/A	EA	\$0	(\$88.00)	\$0	
Shower Door			\$0	\$468.00	N/A	EA	\$0	(\$468.00)	\$0	
Division 9 - Finishes										
Flooring			\$0	\$11.00	N/A	SF	\$0	(\$11.00)	\$0	
Carpet & Pad			\$0	\$30.00	N/A	SY	\$0	(\$30.00)	\$0	
Wall Tile			\$0	\$11.00	N/A	SF	\$0	(\$11.00)	\$0	Based on aggregate cost per SF of wall tile, inclusive of edge trim pieces, decorative patterns and transitions
Wallpaper			\$0	\$5.00	N/A	SF	\$0	(\$5.00)	\$0	Applies to replacement of existing wallpaper. Homeowner liable for total cost of wallpaper where it does not exist currently.
Division 10 - Specialties										
Bathroom Accessories			\$0	\$258.00	N/A	Per Bath	\$0	(\$258.00)	\$0	Per bathroom (Towel bars, TP holder, robe hook, shower curtain rod, etc)
Bathroom Mirror/Medicine Cabinet			\$0	\$309.00	N/A	EA	\$0	(\$309.00)	\$0	
Division 15 - Mechanical										
Kitchen Sink			\$0	\$403.00	N/A	EA	\$0	(\$403.00)	\$0	
Kitchen Faucet			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	
Bathroom Sink			\$0	\$403.00	N/A	EA	\$0	(\$403.00)	\$0	
Bathroom Faucet			\$0	\$234.00	N/A	EA	\$0	(\$234.00)	\$0	
Bath Tub or Shower Enclosure/Pan			\$0	\$760.00	N/A	EA	\$0	(\$760.00)	\$0	Includes shower doors.
Bath Tub/Shower Fixture			\$0	\$234.00	N/A	EA	\$0	(\$234.00)	\$0	
Toilet			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	
Division 16 - Electrical										
Light Fixtures (Indoor/Outdoor)			\$0	\$176.00	N/A	EA	\$0	(\$176.00)	\$0	Applies to both indoor and outdoor fixtures
Ceiling Fans			\$0	\$293.00	N/A	EA	\$0	(\$293.00)	\$0	1 ceiling fan per room
Total Material Cost			\$0				\$0		\$0	



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

Footnote #1: The cabinetry is not to exceed \$340 per lineal foot. The overall budget for cabinetry is not to exceed \$18,182. Lineal footage costs are based on base cabinets and wall cabinets separately. Utility (or tall) cabinets would qualify for both wall and base cabinet allowances. Measurements should be taken from the back face of the cabinet, meaning that corner cabinets in an "L" shape space would get the measurement for each wall they have contact with.

Footnote #2: The countertops are priced separately than the cabinets. The countertops shall not \$57 per square foot of area (including backsplash). The overall budget for the countertops is not to exceed \$3,173. The inclusion of the backsplash in this item is only when the backsplash is a slab type material, so if the backsplash is tile, the backsplash would then fall under the wall tile allowance.

Footnote #3: Openings that require a non-standard door size and/or style will be evaluated independent of the standard allowance. Non-standard doors should only be the result of code restrictions, historic restraints caused by existing conditions, and manufacturer requirement for best practices in construction.

Material Allowance Sheet will be reviewed on a yearly basis and re-evaluated according to material price increases.

EXHIBIT III

REHABILITATION GRANT PROGRAM APPLICATION

DRAFT

Property Owner Initials _____ Date_____



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

Grant No: _____ Project No: _____ <p style="text-align: center;"><i>For Office Use Only</i></p>

**HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND
 REHABILITATION GRANT APPLICATION**

GENERAL INFORMATION:

Grant Year: _____ Today's Date: _____

Property Street Address: _____

Property Owner(s): _____

Owner(s) Mailing Address: _____

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

Email Address: _____

Contact Person (if different from owner)

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

Email Address: _____

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

Please check the appropriate box of the type of grant you are applying for. Refer to the "Rehabilitation Guide to Programs" for information relating to each program.

PLEASE NOTE: Applicant will need a separate narrative for each component:

- Full Interior Building Rehabilitation Component
- Emergency Only Component
- Radon Mitigation Only Component

Office Use Only. Do not write below this line.

Date Received: _____ Grant No.: _____

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

Amount Approved: _____

Comments or Conditions: _____

Authorization Signature: _____ Date: _____

Associated Grant Numbers: _____

PROJECT INFORMATION:

Provide a detailed description of the proposed project (If additional room is needed, attach additional paper). Attach a site plan, photos or any other information relevant to the application:

Process and Procedure

By applying for a grant under the Historic Restoration and Community Preservation Fund Grant Program or Rehabilitation Grant, a Property Owner/Applicant agrees to participate in the City of Black Hawk Historic Preservation Easement Program.

Property Owner/Applicant further agrees to thoroughly review the Rehabilitation Grant Guide to Programs. Property Owner/Applicant understands that although a property is located in the National Historic Landmark District; completion of an application does not guarantee the property is eligible to participate in the Rehabilitation Grant program.

Property Owner/Applicant will be notified by the Community Planning and Development with a decision and the next steps in the program process, if applicable.

Cost Responsibility

Property Owner/Applicant understands and agrees the City will make certain expenditures in reliance, including but not limited to, the creation of architectural plans and civil construction drawings. Applicant therefore agrees:

1. To read the applicable "Historic Preservation Fund Guide to Programs," and fully understand the terms and conditions of the City's program as it relates to the Property.
2. In reliance upon this Application, the City will commence making expenditures to benefit the Property. Applicant/Property Owner agrees to be bound by the terms and conditions contained in the "Historic Preservation Fund Guide to Programs" and to complete the project set forth in the Application. In the event Applicant/Property Owner determines not to proceed with construction of the Project, Applicant/Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City in creating any architectural renderings, plans, civil construction plans, surveying, and any other costs actually incurred by the City in reliance on the Application.
3. The Applicant/Property Owner understands he/she is responsible for paying certain costs set forth above in the event Applicant decides not to proceed with the Project.

Tax Liability

The Grants awarded under the Rehabilitation Grant program are considered income under State and Federal income tax laws.

Any Rehabilitation Grant that is approved by the City will be reported to State and Federal taxing authorities. As part of the Rehabilitation Grant Program and to the extent permitted by law, the City will reimburse Rehabilitation Grant recipients for additional State and Federal taxes paid by recipients that are directly attributable to the disbursement of grant funds, if required documentation is timely filed with the City. [Alternative. Grant recipients may be required to apply for the Colorado Historic Preservation Income Tax Credit.]

Regardless of the City's agreement to reimburse Grant recipients for the initial State and Federal tax burden of a Grant, the obligation to pay any taxes remains the responsibility of the Grant recipient.

Please contact your tax advisor concerning any potential tax liability that you may have as a result of receiving any of the grants described in this program and as the result of the City's reimbursement of your tax liability.

Note that if you sell your property within five years of having received a Rehabilitation grant, you may be liable to repay the city a portion of the grant received and taxes reimbursed.

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

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

- I certify that I **WILL NOT** submit an application to the Colorado Historical Preservation Income Tax Credit program, but will apply for reimbursement through the City of Black Hawk.
- I certify that I **WILL** apply for the Colorado Historical Preservation Income Tax Credit through the State of Colorado and understand that **NO** reimbursement will be available from the City of Black Hawk. The most current information on the Colorado Preservation tax credit program can be found at <http://www.historycolorado.org/oahp/preservation-tax-credits>.

I, the Property Owner/Applicant, have read the above information and understand that by voluntarily signing and submitting this Rehabilitation Grant Program application. I am responsible for paying certain costs as set forth above in the event I decide not to proceed with the Project.

Property Owner/Applicant Signature

Date

(INTENTIONALLY LEFT BLANK)

EXHIBIT A
REFERENCED CITY OF BLACK HAWK RESOLUTION 10-2010

DRAFT

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

Resolution No. 10 -2010

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

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

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

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

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

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

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

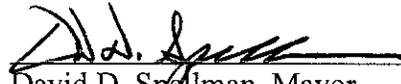
B. A fully executed document in the form attached hereto as **Exhibit A** and incorporated herein by this reference, signed by the grant recipient(s).

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

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

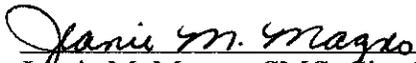
Section 4. For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying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

RESOLVED AND PASSED this 28 day of April, 2010.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

Exhibit A

Federal Income Tax Liability

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

Dear Sir or Madam:

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

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

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

Or

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

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

(Name)

Date

EXHIBIT IV

REHABILITATION GRANT HOME PROGRAM OUTLINE

DRAFT

Property Owner Initials _____ Date_____



City of Black Hawk

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

REHABILITATION GRANT – HOME PROGRAM OUTLINE

DATE: _____

OWNERS: _____

PROPERTY ADDRESS: _____

A. HOUSE INFORMATION:

Year home was built: _____

Additions on House: _____

Date Addition was added: _____

Approximate Square Footage of Home: _____

Floors: _____

House Occupied: YES NO

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

Approximate Renovation Start Date: _____

B. REASONS OWNER IS REQUESTING RENOVATIONS TO HOUSE

Rodent Infestation: _____

Mold in House. Locations: _____

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

Electrical System. Condition: _____

Plumbing System. Condition: _____

Interior Historic Elements. Description & Condition: _____

Heating System. Condition & Type: _____

Kitchen Cabinets. Condition: _____

Kitchen Countertops. Condition: _____

EXHIBIT V

REFERENCED CITY OF BLACK HAWK RESOLUTIONS

Resolution No. 10-2010

A Resolution amending the City of Black Hawk Community Restoration and Preservation Fund to provide a process for determining payment of Federal potential Income Tax Liability.

Resolution No. 19-2013

A Resolution establishing a contingency on Public Improvement projects to be managed at the City Manager's discretion.

Resolution No. 3-2014

A Resolution establishing a contingency on Grant Projects under the Community Restoration and Preservation Fund Grant Program to be managed at the City Manager's discretion.

Resolution No. 13-2016

A Resolution temporarily rebating City Sales tax on retail items delivered to City residential properties for personal consumption and use.

Resolution 14-2016

A Resolution temporarily rebating City Use Tax on construction and building materials for residential projects within the City's National Historic Landmark District.

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

Resolution No. 10 -2010

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

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

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

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

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

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

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

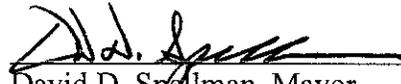
B. A fully executed document in the form attached hereto as **Exhibit A** and incorporated herein by this reference, signed by the grant recipient(s).

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

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

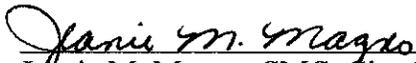
Section 4. For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying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

RESOLVED AND PASSED this 28 day of April, 2010.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

Exhibit A

Federal Income Tax Liability

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

Dear Sir or Madam:

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

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

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

Or

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

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

(Name)

Date

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 19 -2013

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

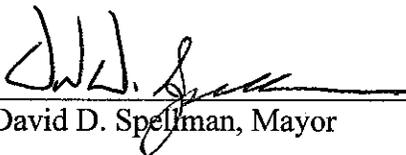
WHEREAS, Article IX of Chapter 1 of the Black Hawk Municipal Code sets forth procedures for the awarding of contracts for public improvements; and

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

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

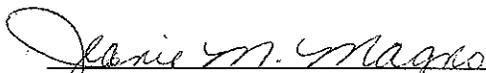
Section 1. The City Council hereby directs that the City Manager is authorized to manage a contingency in the amount of ten percent (10%) for any City contract for the design and/or construction of public improvements, without the need or requirement that the City Council specifically add such contingency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

RESOLVED AND PASSED this 24 day of April, 2013.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 3-2014

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

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

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

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

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

RESOLVED AND PASSED this 12 day of February, 2014.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 13-2016

**TITLE: A RESOLUTION TEMPORARILY REBATING CITY SALES TAX ON
RETAIL ITEMS DELIVERED TO CITY RESIDENTIAL PROPERTIES FOR
PERSONAL CONSUMPTION AND USE**

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

Section 1. The Mayor and Board of Aldermen hereby resolve to temporarily rebate City sales tax on retail items delivered to City residential properties from out of City vendors for personal consumption and use, including the amount paid to the Gilpin County School District RE-1, for a total rebate amount of five and one-half percent (5.5%), subject to the following conditions:

- A. Said rebate shall only be provided to City residents who can provide proof in the form of a receipt that such sales tax was actually paid;
- B. Said receipt shall be submitted to the City for the rebate during the same calendar year in which the sales tax was paid or within thirty (30) days of delivery, whichever is later; and
- C. Said rebate shall expire on April 2, 2018.

RESOLVED AND PASSED this 24th day of February, 2016.



David D. Spellman, Mayor

ATTEST:



Melissa A. Greiner, City Clerk



STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 14-2016

TITLE: A RESOLUTION TEMPORARILY REBATING CITY USE TAX ON CONSTRUCTION AND BUILDING MATERIALS FOR RESIDENTIAL PROJECTS WITHIN THE CITY'S NATIONAL HISTORIC LANDMARK DISTRICT

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

Section 1. The Mayor and Board of Aldermen hereby resolve to temporarily rebate City use tax of four percent (4%) on construction and building materials for projects which require a building permit for which use tax on construction and building materials is imposed, on those residential properties located within the City's National Historic Landmark District. Said rebate shall expire on April 2, 2018.

RESOLVED AND PASSED this 24th day of February, 2016.



David D. Spellman, Mayor

ATTEST:



Melissa A. Greiner, City Clerk



EXHIBIT VI
FUNDING MATRIX

DRAFT

Property Owner Initials _____ Date_____

FUNDING MATRIX

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

<u>Scope of Work</u>	<u>Preservation Easement</u>	<u>Rehabilitation Grant</u>	<u>Comments</u>
Trim		✓	
Interior Doors and Hardware		✓	
Countertops		✓	
Backsplash		✓	
Shower and Bath Accessories		✓	
Kitchen Fixtures		✓	
Bathroom Fixtures		✓	
Hose Bibs		✓	
Heating Systems		✓	
Ventilation Systems		✓	
Interior Rough MEP Utilities	✓		
Interior Trim MEP Utilities		✓	
BBQ Gas Line	✓		
Interior Lighting		✓	
Exterior Lighting	✓		
Ceiling Fans		✓	
Fire and Carbon Monoxide Detection		✓	
Radon Mitigation Systems	✓	✓	Rehabilitation Grant, if not included in a complete Rehabilitation with a Preservation Easement.

RESOLUTION 22-2016
A RESOLUTION
APPROVING THE FIRST
AMENDMENT TO
PROPERTY EXCHANGE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND SMITHROCK,
LLC

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

Resolution No. 22-2016

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

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

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

RESOLVED AND PASSED this 23rd day of March, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



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

SUBJECT: Approve Resolution 22-2016, a Resolution approving the First Amendment to Property Exchange Agreement between the City of Black Hawk and Smithrock, LLC.

RECOMMENDATION:

If City Council chooses to approve Resolution 22-2016, a Resolution approving the First Amendment to Property Exchange Agreement between the City of Black Hawk and Smithrock, LLC., the recommended motion is as follows: “Approve Resolution 22-2016, a Resolution approving the First Amendment to Property Exchange Agreement Between the City of Black Hawk and Smithrock, LLC.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The property exchange between the City and Smithrock has been necessarily delayed due to requirements imposed by The City of Central regarding the Special Review Use of the old clinic site for a surface parking lot. The City needs access to and possession of the land west of Bobtail to satisfy work described in the Phase 1 Contract of the Gregory Street Improvements. The second Phase of the Improvements is scheduled for bid opening on April 5th. Possession or at least an easement on this property will be required to make award of the second phase of the Project. The actual exchange of property will be accomplished once the required improvements are completed on the clinic parcel and it is permitted for parking. In the interim, temporary parking will be permitted on the property below Bobtail.

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

WORKSHOP DATE: March 23, 2016

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: Amendment & TCE

CITY ATTORNEY REVIEW: Yes No N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack D. Lewis, City Manager

**FIRST AMENDMENT TO
PROPERTY EXCHANGE AGREEMENT**

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

RECITALS

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

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

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

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

1. Article V of the Original Agreement is amended to read as follows:

**ARTICLE V
SIMULTANEOUS CLOSING**

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

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

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

B. Smithrock Obligations. In exchange for the City providing Smithrock with the temporary spaces as set forth in this First Amendment until July 1, 2016, Smithrock grants the City a temporary easement in the form attached hereto as **Exhibit 1** upon the property described in Exhibit A to the Original Agreement.

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

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

SMITHROCK LLC

By: _____
Edward E. Smith, Member

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Smithrock, LLC whose address is Smithrock, LLC c/o Edward E. Smith, Member, #65 Hideaway Circle Road, Evergreen, Colorado 80439 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **CITY OF BLACK HAWK**, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("**Grantee**"), subject to the terms and conditions of this Temporary Construction Easement Agreement ("Agreement"), a Temporary Easement for excavation, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

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

Section 1. Expiration. Said Temporary Easement shall expire and be of no further force or effect August 31, 2016.

Section 2. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

Section 3. Insurance. Grantee and its contractors and subcontractors shall maintain in force, at Grantee's cost and expense, the following insurance: (1) workers' compensation coverage with statutory limits and employers' liability limit of \$1,000,000; (2) commercial general liability coverage including products/completed operations coverage with the following coverages and the following minimum limits: \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage and products/completed operations in the amount of \$1,000,000 aggregate; (3) commercial automobile liability coverage in the amount of \$1,000,000.

Grantor, its officers, directors, officials, agents, and employees are to be named as additional insureds with respect to liability arising out of: the use and/or occupancy of the property subject to the easement granted herein and activities performed by or on behalf of Grantee; and products and completed operations of Grantee. Insurance coverage required by this Agreement shall be primary insurance with respect to Grantor, its officers, directors, officials, agents and employees. Any insurance or self-insurance maintained by Grantor, its officers, directors, officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute to it.

The policies shall contain a waiver of subrogation against Grantor, its officers, directors, officials, agents, and employees for losses arising from Grantee's operations, occupancy and use of the easement granted herein and/or other actions covered by Grantee's insurance.

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled by either party, reduced in

coverage or in limits except after thirty (30) days' prior written notice has been given to Grantor. Such notice shall be by certified mail, return receipt requested.

Grantee shall furnish Grantor certificates of insurance (ACORD form or equivalent approved by Grantor) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages shall be clearly noted on the Certificate of Insurance. Grantor reserves the right to require complete, certified copies of all insurance policies required by this Lease, at any time.

Section 4. Restoration of the Easement Property. Upon expiration of this Temporary Easement, in the event that Grantee does not become the owner of the Easement Property as set forth in the First Amendment to Property Exchange Agreement dated contemporaneously herewith, Grantee shall restore the Easement Property to a condition that allows at least as much unobstructed and flat land area suitable for the parking of motor vehicles on the Easement Property as existed prior to Grantee's occupancy of the Easement Property pursuant to this Temporary Construction Easement with access from a public road, and that complies with all laws, statutes, ordinances, regulations and codes of applicable governmental authorities.

Section 5. Hazardous Waste. Grantee shall not keep, store, use, produce, dispose of or release on, in or from the Easement Property (or allow others to do so) any substance that may be deemed a hazardous waste, hazardous or toxic material, or hazardous substance under any Laws (collectively called "**Hazardous Materials**") except any Hazardous Materials normally and customarily used for construction and excavation purposes may be used on the Easement Property, provided that such use is in accordance with all applicable laws; and Grantee represents and warrants to Grantor that Grantor shall not bring onto or allow others to bring any Hazardous Materials onto the Easement Property (except as set forth in this section 5).

Section 6. Liens. Grantee shall pay for all costs and expenses for all work done on the Easement Property and shall keep the Easement Property free and clear of all liens for labor and materials.

Section 7. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

Section 8. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained against all persons claiming by, through, or under Grantor.

Section 9. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs,

