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 8, 2017 Regular Meeting

7. PUBLIC HEARINGS:
   A. Resolution 20-2017, A Resolution Amending the City of Black Hawk 2016 Budget

8. ACTION ITEMS:
   A. Resolution 21-2017, A Resolution Approving the License Agreement from the City of Black Hawk to Benito Torres for the Property at 211 Horn Street
   B. Resolution 22-2017, A Resolution Approving the Temporary Construction Easement from Benito Torres to the City of Black Hawk for the Property at 211 Horn Street
   C. Resolution 23-2017, A Resolution Approving the Temporary Construction Easement from Leon Pohl to the City of Black Hawk for the Property at 241 DuBois Street
   D. Resolution 24-2017, A Resolution Directing the City Manager to Apply for Local Landmark Designation for the Property Located at 201 Selak Street and Generally Known as the Bobtail Tramway Portal
   E. Resolution 25-2017, A Resolution Approving a Personal Services Agreement Between the City of Black Hawk and Grapes & Sons Excavating, LLC for On-Call Services

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.
Black Hawk’s youngest residents Lila and Larsen Blake, along with their mother Dawn Blake, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, March 8, 2017, 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: Acting City Attorney Graham, City Manager Lewis, Police Chief Cole, Police Officer Davis, Communications Officer Gresham, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, Senior Civil Engineer Ford, Community Planning and Development Administrator Linker, Executive Administrative Assistant Lang, NV5 Consultant McClelland, Fire Captains Hembroff and Martschinske, Firefighters Ragsdale, Griffin, Karr, and Slagle, 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: Acting City Attorney Graham 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.

   Acting City Attorney Graham 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 EMPLOYEES: Taylor Davis, Police Officer  
Amy Gresham, Communications Officer  

Police Chief Cole introduced the new employees. He said both have come from experience: Officer Davis comes from the San Diego Sheriff’s Department, and Communications Officer Gresham has worked in this field for the last 18 years. 

Hayden Ragsdale, Firefighter  

Fire Captain Hembroff introduced new Firefighter Hayden Ragsdale and provided his background; he also has experience having worked for the Vail Fire Department.  

All were warmly welcomed. 

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

7. APPROVAL OF MINUTES: February 22, 2017  

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

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

8. PUBLIC HEARINGS:  

A. CB4-2017, An Ordinance Approving a Memorandum of Agreement Among the Bureau of Land Management, Royal Gorge Field Office, the Colorado State Historic Preservation Officer, and the City of Black Hawk Regarding the Sale of 6.42 Acres of BLM-Administered Land  

Mayor Spellman read the title and opened the public hearing.  

Senior Civil Engineer Ford introduced this item. He briefly explained the ongoing negotiations with BLM to purchase this property in Chase Gulch that lies under the Quartz Valley Reservoir, and that due to the historical significance of the land, certain steps are required to be followed to ensure there are no claims to it. He added that this agreement would allow the process to move forward more efficiently, as all parties will now be involved. He said the reports generated will end up at the Library of Congress due to their historical significance.
PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB4, An Ordinance Approving a Memorandum of Agreement Among the Bureau of Land Management, Royal Gorge Field Office, the Colorado State Historic Preservation Officer, and the City of Black Hawk Regarding the Sale of 6.42 Acres of BLM-Administered Land open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Armbright to Approve CB4, An Ordinance Approving a Memorandum of Agreement Among the Bureau of Land Management, Royal Gorge Field Office, the Colorado State Historic Preservation Officer, and the City of Black Hawk Regarding the Sale of 6.42 Acres of BLM-Administered Land.

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


Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker and NV5 Consultant McClelland introduced this item. Linker explained that the project had been broken up into two sections: one for the site and one for the historic residence and outbuildings. The details of the application were included in the packet. Linker addressed the three small concrete/stone retaining walls behind and above the house, as they were not included in the application. She said the Historic Preservation Commission (HPC) felt that since they could not be seen from the public right-of-way that they would not have an effect on the overall Historic District. Mayor Spellman asked staff to reevaluate those to see if they should be included in this Certificate of Appropriateness. Linker stated that the application has gone before the HPC and has met all review criteria; staff recommends approval and will look again at those three walls.

Alderman Midcap thanked staff for another great report. Mayor Spellman noted that 25 years from now it will be good to see all that Black Hawk was able to accomplish.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 18-2017, A Resolution Approving a Certificate of Appropriateness for the Full
Exterior Rehabilitation and Site Work for the Property Located at 241 DuBois Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE
Alderman Bennett MOVED and was SECONDED by Alderman Midcap to Approve Resolution 18-2017, A Resolution Approving a Certificate of Appropriateness for the Full Exterior Rehabilitation and Site Work for the Property Located at 241 DuBois Street.

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

9. ACTION ITEMS:

A. Resolution 18-2017, A Resolution Approving a Job Description for a Civil Engineer

Mayor Spellman read the title.

Public Works Director Isbester introduced this item and said the new position was to cover the aggressive Capital Improvement projects that have been approved.

MOTION TO APPROVE
Alderman Armbright MOVED and was SECONDED by Alderman Moates to approve Resolution 18-2017, A Resolution Approving a Job Description for a Civil Engineer.

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

10. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report, yet did confirm a luncheon meeting between City Council and the Gilpin County Commissioners for April 5th at 1:00 p.m. Alderman Johnson said he would not be available in April, so Mayor Spellman suggested either Council meeting in May. Lewis will confirm.

11. CITY ATTORNEY:

Acting City Attorney Graham had nothing to report.

12. EXECUTIVE SESSION:

None
13. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 3:17 p.m.

____________________________
Melissa A. Greiner
City Clerk

____________________________
David D. Spellman
Mayor
RESOLUTION 20-2017
A RESOLUTION AMENDING THE CITY OF BLACK HAWK 2016 BUDGET
TITLE: A RESOLUTION AMENDING THE CITY OF BLACK HAWK 2016 BUDGET

WHEREAS, upon due and proper notice, published or posted in accordance with the law, a public hearing was held on March 22, 2017 on the proposed amendments to the 2016 budget, and interested persons were given the opportunity to register any objections to the proposed amended budget.

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

Section 1. That the budget as amended and attached hereto, is hereby approved and adopted as the 2016 amended budget of the City of Black Hawk.

Section 2. That the amended budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the City.

Section 3. That the sums for 2016, on the attached amended budget, are hereby appropriated from the revenue of each fund, for the purposes stated.

RESOLVED AND PASSED this 22nd day of March, 2017.

________________________________________
David D. Spellman, Mayor

ATTEST:

________________________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:  2016 Budget Amendment

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

MOTION TO APPROVE:  Resolution # 20 -2017, A Resolution amending the City of Black Hawk 2016 Annual Operating Budget.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:  See Attached.

AGENDA DATE:  March 22, 2017

WORKSHOP DATE:  N/A

FUNDING SOURCE:  Fund Balance, Future Savings

DEPARTMENT DIRECTOR APPROVAL:  [X] Yes [ ] No

STAFF PERSON RESPONSIBLE:  Lance Hillis, Finance Director

DOCUMENTS ATTACHED:  Amendment Detail by Account

RECORD:  [ ] Yes  [X] No

CITY ATTORNEY REVIEW:  [X] Yes  [ ] N/A

SUBMITTED BY:  Lance Hillis, Finance Director

REVIEWED BY:  Jack D. Lewis, City Manager
## City of Black Hawk, Colorado

### Proposed Budget Amendment

#### 2016 Annual Budget

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RESOLUTION 21-2017
A RESOLUTION
APPROVING THE
LICENSE AGREEMENT
FROM THE CITY OF
BLACK HAWK TO BENITO
TORRES FOR THE
PROPERTY AT 211 HORN
STREET
STATE OF COLORADO  
COUNTY OF GILPIN  
city of BLACK HAWK

Resolution No. 21-2017

Title: A Resolution Approving the License Agreement from the City of Black Hawk to Benito Torres for the Property at 211 Horn Street

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

Section 1. The License Agreement from the City of Black Hawk to Benito Torres for the property at 211 Horn Street, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 22nd day of March, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:  A Resolution approving the License Agreement from the City of Black Hawk to Benito Torres for the property at 211 Horn Street that encroaches into the City right-of-way.

RECOMMENDATION:  Staff recommends the following motion to the Mayor and Board of Aldermen: Move to APPROVE Resolution No. 21-2017 approving the License Agreement from the City of Black Hawk to Benito Torres for the property at 211 Horn Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:  Benito Torres, property owner, is participating in the Historic Restoration and Community Preservation program. The improvement survey plat identified that a portion of the roadside rock wall, stair landing, and stair gate encroach into the Horn Street right-of-way. Benito Torres agreed to execute a License Agreement with the City of Black Hawk to recognize and address the encroachment.

AGENDA DATE:  March 8, 2017
WORKSHOP DATE:  N/A
FUNDING SOURCE:  N/A
DEPARTMENT DIRECTOR APPROVAL:  [X]Yes [ ]No
STAFF PERSON RESPONSIBLE:  Cynthia L. Linker, CP&D Administrator
DOCUMENTS ATTACHED:  Resolution 21-2017, License Agreement
RECORD:  [ ]Yes [X]No
CITY ATTORNEY REVIEW:  [X]Yes [ ]N/A
SUBMITTED BY:  Cynthia L. Linker
CP&D Administrator
REVIEWED BY:  Jack D. Lewis, City Manager
LICENSE

THIS LICENSE, is made and entered into this ___ day of ______, 2017, by and between the CITY OF BLACK HAWK, Colorado whose address is 201 Selak Street, Black Hawk, CO 80422 (the "City") and BENITO TORRES owner of the real property whose address is 211 Horn Street, Black Hawk, CO 80422 ("Licensee").

1. PROPERTY LICENSED. The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Property Licensed"). The Property Licensed for the portion of the roadside rock wall, stair landing, and stair gate that extends into the City right-of-way, described herein, is subject to all easements and rights-of-way of record.

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

3. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as now in effect or as hereinafter amended, and a deductible of not less than one thousand dollars ($1,000.00). Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

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

5. INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS. Licensee shall initially install the new roadside rock wall (if necessary) and stair landing and gate on the Property Licensed in the manner specified by the Public Works Director. After initial installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property Licensed without the prior written consent of the Public Works Director and to keep the improvements thereon

Rev. 09/2016
including wiring, if appropriate, in good repair and in a condition that will not interfere with the proper functioning of the Property Licensed, at the expense of Licensee; ordinary wear and tear and loss by fire, flood, or act of God excepted.

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

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

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

The City:  
Cynthia Linker  
Community Planning & Development Administrator  
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422

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

Licensee:  
Benito Torres  
P.O. Box 632  
Black Hawk, CO 80422

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

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

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

Rev. 09/2016
12. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The City makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

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

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

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

16. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

LICENSEE:

Benito Torres

By:

Name: Benito Torres
Title: Home owner

STATE OF COLORADO
COUNTY OF Gilpin

The foregoing instrument was subscribed, sworn to and acknowledged before me this 9th day of February, 2017, by Benito Torres as Homeowner of ____________.

My commission expires: June 25, 2019

(S E A L)

Notary Public

CITY OF BLACK HAWK, COLORADO

By: David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

**PRODUCER**

Scott Bristol  
112 N Rubey Dr Unit 110  
GOLDEN, CO 80403-3211

**CONTACT**

NAME: Adam Boucher  
PHONE: 303-384-0777  
FAX: 303-384-0757  
E-MAIL: Adam@ScottBristol.com

**INSURED**

TORRES, PATRICIA E & BENITO  
PO BOX 632  
BLACK HAWK, CO 80422-0632

**INSURER(S) AFFORDING COVERAGE**

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**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY**

211 HORN ST  
BLACKHAWK CO 80422

**COVERAGES**

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**SPECIAL CONDITIONS / OTHER COVERAGES**

Total annual premium: 1,370.00

**CERTIFICATE HOLDER**

City of Black Hawk  
211 Church St  
PO Box 68  
Blackhawk, CO 80422

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

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1004360 142986.2 01-28-2013
RESOLUTION 22-2017
A RESOLUTION
APPROVING THE
TEMPORARY
CONSTRUCTION
EASEMENT FROM
BENITO TORRES TO THE
CITY OF BLACK HAWK
FOR THE PROPERTY AT
211 HORN STREET
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 22-2017

TITLE:  A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT FROM BENITO TORRES TO THE CITY OF BLACK HAWK FOR THE PROPERTY AT 211 HORN STREET

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

Section 1. The Temporary Construction Easement from Benito Torres to the City of Black Hawk for the property at 211 Horn Street, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 22nd day of March, 2017.

____________________________________
David D. Spellman, Mayor

ATTEST:

____________________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Temporary Construction Easement as a condition of the Preservation Easement Agreement from Benito Torres, Property Owner, to the City of Black Hawk for the rehabilitation of 211 Horn Street.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: Move to APPROVE Resolution 22-2017 approving the Temporary Construction Easement, as a condition of the Preservation Easement Agreement, from Benito Torres to the City of Black Hawk for rehabilitation of the property at 211 Horn Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Property Owner understands and agrees that prior to any construction, applicant shall grant to the City a temporary construction easement (Exhibit A) necessary to complete the work, and shall execute a deed restriction (Exhibit B) in favor of the City.

AGENDA DATE: March 22, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED: Resolution 22-2017 Exhibit A – Temporary Construction Easement Exhibit B – Historic Preservation Easement

RECORD: [ ]Yes [X]No

CITY ATTORNEY REVIEW: [X]Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker
CP&D Administrator

Jack D. Lewis, City Manager

3/16/17
EXHIBIT A

211 HORN
TEMPORARY CONSTRUCTION EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Benito Torres, whose address is 211 Horn Street, Black Hawk, Colorado, 80422 ("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 211 Horn Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

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

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

2. City and the General Contractor will use the Temporary Easement Property as access to all sides of 211 Horn Street for the restoration of that property. The City may have to remove existing rock walls in order to access the property during construction, but the City will repair or replace any rock walls per the construction documents. 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. The pictures in Exhibit B are dated October 25, 2016.

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

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

5. Grantor warrants that 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 9th day of February, 2017.

GRANTOR:

BY: __________________________
Benito Torres

TITLE: Homeowner
STATE OF COLORADO )
COUNTY OF Gilpin ) ss.

The foregoing instrument was acknowledged before me this 9th day of Feb., 2017
by __________________________, as homeowner of 211 Horn, for

WITNESS my hand and official seal.

My Commission Expires: June 25, 2019

Sara Lang
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 A

Temporary Construction Easement Property
IMPROVEMENT SURVEY PLAT OF

LOT 6, 7, 8, AND PART OF 9, BLOCK 10, CITY OF BLACK HAWK, LOCATED WITHIN
SECTION 3, TOWNSHIP 3 SOUTH, RANGE 23 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTIVE

1. The improved survey plat is the survey of the improved property shown
   on the plan herein described, and draws the location and boundaries of
   the property as herein described.

2. The original survey plat is the survey of the original property shown
   on the plan herein described, and draws the location and boundaries of
   the property as herein described.

3. The survey plat is the survey of the property shown on the plan herein
   described, and draws the location and boundaries of the property as
   herein described.

4. The survey plat is the survey of the property shown on the plan herein
   described, and draws the location and boundaries of the property as
   herein described.

5. The survey plat is the survey of the property shown on the plan herein
   described, and draws the location and boundaries of the property as
   herein described.

6. The survey plat is the survey of the property shown on the plan herein
   described, and draws the location and boundaries of the property as
   herein described.

7. The survey plat is the survey of the property shown on the plan herein
   described, and draws the location and boundaries of the property as
   herein described.

8. The survey plat is the survey of the property shown on the plan herein
   described, and draws the location and boundaries of the property as
   herein described.

9. The survey plat is the survey of the property shown on the plan herein
   described, and draws the location and boundaries of the property as
   herein described.

10. The survey plat is the survey of the property shown on the plan herein
    described, and draws the location and boundaries of the property as
    herein described.

ADDITIONAL INFORMATION

The improved survey plat is the survey of the property shown on the plan herein described, and draws the location and boundaries of the property as herein described. The original survey plat is the survey of the property shown on the plan herein described, and draws the location and boundaries of the property as herein described. The survey plat is the survey of the property shown on the plan herein described, and draws the location and boundaries of the property as herein described.

COUNTY SURVEYOR

__________________________
COUNTY SURVEYOR

__________________________
COUNTY SURVEYOR

C & C CONSULTANTS, INC

__________________________
RECORD INK: BLACK HAWK, CO
Exhibit B

Temporary Construction Easement Existing Photographs
EXHIBIT B

211 HORN
HISTORIC PRESERVATION EASEMENT
HISTORIC PRESERVATION EASEMENT

This HISTORIC PRESERVATION EASEMENT AGREEMENT (the "Easement") is entered into as of the ___ day of ____________ 20___, by and between BENITO AND PATRICIA E. TORRES whose property address is 211 Horn Street, Black Hawk, Colorado 80422 (the "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 211 HORN STREET, in the City of Black Hawk, Gilpin County, Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by this reference;

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

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

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

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

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

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

   b. Scope of Easement. This Easement conveys to the City an interest in the Structure as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:
i. The exterior of the Structure, including interior drywall and the sub-floor, is not to be visually or structurally altered from the condition existing as of the Effective Date of this Easement without the City’s Consent. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.

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

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

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

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

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

3. Owner’s Representative Payment. The City hereby agrees to reimburse Grantor for all Owner’s Representative fees incurred on the project, provided that the Owner’s Representative is a third party Owner’s Representative consulting firm or individual hired to perform the Owner’s Representative tasks and that such individual or firm is not the Grantor themselves, related to the Grantor, or an employer of someone related to the Grantor.
4. **Right of Entry.** Grantor agrees that representatives of the City may upon prior reasonable notice and at times reasonably acceptable to Grantor inspect the Property, including the Structure. Inspections will normally occur outside the Structure, except if the City determines interior access is reasonably necessary to establish compliance with this Easement.

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

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

7. **Remedies for Breach.**

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

   b. If the Property has substantially deteriorated as a result of a breach of subparagraph 1(b)(iii), then the City may send written notice to Grantor requesting that the Project be repaired to achieve a level of maintenance consistent with subparagraph 1(b)(iii). If, within ninety (90) days of receipt of such notice, Grantor fails to commence the implementation of repair actions reasonably satisfactory to the City, then the City or its agents may enter upon the Property and cause repairs to be made at Grantor’s sole expense. Grantor’s failure to reimburse the City for any actions taken by the City pursuant to this paragraph within 30 (thirty) days of Grantor’s receipt of invoice(s) and supporting documentation for such actions shall constitute a lien on the Property accruing interest at the lesser of the maximum per annum rate permitted by law or 12% (twelve percent) per annum. Upon payment by Grantor of all amounts due to the City pursuant to this paragraph, including all interest accrued hereunder, the City shall deliver to Grantor a release of the lien.
8. **Nature and Duration.** The covenants, conditions and restrictions in this Easement run with the land constituting the Property for ten (10) years and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

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

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
STATE OF COLORADO
COUNTY OF Gilpin

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of April, 2016, by Benito Torres.

My commission expires: June 25, 2019

(S E A L)

Notary Public
GRANTOR

By:  Patricia Torres

STATE OF COLORADO  )
COUNTY OF Gilpin  )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of April 2016, by Patricia Torres.

My commission expires: June 25, 2019

(S E A L)

Sara Lang
Notary Public
EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

Property is located at 211 HORN STREET, legally described as S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 010 Lot: 005 THRU: Lot: 008 & IMPS, N 32FT, City of Black Hawk, based upon the City of Black Hawk survey map of Block 10, 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
DOCUMENTS ON FILE
IN
COMMUNITY PLANNING AND DEVELOPMENT
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
1. Current Address: 211 Horn

2. Resource Number: 5GL.7.380

3. NHL Resource Number: B10-N

4. Resource Name:

5. Purpose of this current site visit (check as many as apply)
   - Site is within a current project area
   - Resurvey
   - Update of previous site form(s)
   - Surface collection
   - Testing to determine eligibility
   - Excavation
   - Other

6. Previous Recordings:
   - 1986 National Park Service Survey
   - 1991 National Historic Landmark Nomination
   - 1998 Resurvey
   - 2004 Photo survey
   - Other:


8. Additional historical background: The Sanborn maps do not include Horn Street. The original portion of the house (encased by the 1972 addition and alterations) is visible in historic photographs purportedly dating from 1890 and 1900. Deed research may determine a more accurate construction date.

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

Sources of information:
Sanborn Maps
   - 1886
   - 1890
   - 1895
   - 1900
Current Address: 211 Horn
Resource Number: 5GL.7.380
NHL Resource Number: B10-N

9. Changes to Location or Size Information: n/a

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

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

12. Is there National Register district potential? Yes ____ No X____
   Discuss: Any potential historic district would not have boundaries extending to include this property.

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

14. Is there Local district potential? Yes ____ No X____
   Discuss: Any potential historic district would likely have boundaries which excluded this property.

15. Photograph Types and Numbers: Digital, <.jpg> format. 211 Horn-1.JPG, 211 Horn-2.JPG


17. Recorder(s): Deon Wolfenbarger

18. Date(s): July 19, 2010

19. Recorder Affiliation: Three Gables Preservation

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

21. Official determination
   (OAHP USE ONLY)
   ___ Determined Eligible
   ___ Determined Not Eligible
   ___ Need Data
   ___ Nominated
   ___ Listed
   ___ Contributing to N.R. District
   ___ Not Contributing to N.R. Dist
Current Address: 211 Horn
Sheets
Resource Number: 5GL.7.380
NHL Resource Number: B10-N

Current Photographs
Date: 04/09/2009 & 01/21/2010
Current Address: 211 Horn
Sheets
Resource Number: 5GL.7.380
NHL Resource Number: B10-N

2004 Photograph

1998 Resurvey Photograph
Current Address: 211 Horn
Sheets
Resource Number: 5GL.7.380
NHL Resource Number: B10-N

1986 Survey Photograph

Gilpin County Assessor's Photographs
Gilpin County Assessor’s Photographs (cont.)

Historic photographs

Ca. 1900
Current Address: 211 Horn Sheets
Resource Number: 5GL.7.380
NHL Resource Number: B10-N

Historic photographs (cont.)

ca. 1912
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.
DOCUMENTS ON FILE

IN

COMMUNITY PLANNING AND DEVELOPMENT
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.
DOCUMENTS ON FILE

IN

COMMUNITY PLANNING AND DEVELOPMENT
RESOLUTION 23-2017
A RESOLUTION
APPROVING THE
TEMPORARY
CONSTRUCTION
EASEMENT FROM LEON
POHL TO THE CITY OF
BLACK HAWK FOR THE
PROPERTY AT 241 DUBOIS
STREET
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 23-2017

TITLE: A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT FROM LEON POHL TO THE CITY OF BLACK HAWK FOR THE PROPERTY AT 241 DUBOIS STREET

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

Section 1. The Temporary Construction Easement from Leon Pohl to the City of Black Hawk for the property at 241 DuBois Street, regarding rehabilitation of the property at 400 Chase Street, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 22nd day of March, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Requesting approval of a Temporary Construction Easement from Leon Pohl to the City of Black Hawk for rehabilitation of the property at 241 DuBois Street.

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

MOTION TO APPROVE: Resolution 23-2017 – A Resolution approving the Temporary Construction Easement from Leon Pohl to the City of Black Hawk for rehabilitation of the property at 241 DuBois Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Temporary Construction Easement from Leon Pohl to the City of Black Hawk for rehabilitation of the property at 241 DuBois Street is attached hereto as Exhibit A.

AGENDA DATE: March 22, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D

DOCUMENTS ATTACHED: Resolution 23-2017
Exhibit A – Pohl TCE

RECORD: [ ] Yes [ X ] No

CITY ATTORNEY REVIEW: [ X ] Yes [ ] N/A

SUBMITTED BY: REVIEWED BY:
Cynthia L. Linker, CP&D Jack D. Lewis, City Manager

3/16/17
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That LEON POHL, who is the property owner of 231 Dubois Street, Black Hawk, Colorado 80422 ("Grantor"), in consideration of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to CITY OF BLACK HAWK, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("Grantee"), a Temporary Construction Easement for the rehabilitation of 241 Dubois Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

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

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

2. City may use the Temporary Easement Property as a temporary construction laydown area for rehabilitation of 241 Dubois Street. The Contractor (To Be Selected) will repair any damage to existing conditions within the area of the easement, as shown in Exhibit A. The Contractor (To Be Selected) will clean and finish grade all disturbed areas to return it to its native bare earth state. The pictures in Exhibit B are dated February 14, 2017.

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

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

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

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,
person representatives, successors and assigns.

WITNESS our hand(s) and seal(s) this 15th day of March, 2017

GRANTOR:

BY:

TITLE: Homeowner — 231 Dubois St.

STATE OF COLORADO )
COUNTY OF Gilpin ) ss.

The foregoing instrument was acknowledged before me this 15th day of March, 2017 by Leon Pohl as Owner for 231 Dubois Street, Black Hawk, Colorado 80422.

WITNESS my hand and official seal.

My Commission Expires: June 25, 2019

Notary Public

Address:

SARA C. E. LANG
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154024920
Expires June 25, 2019
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 A

Easement area extends approximately 2-5 feet from the property line. See attached aerial.
Exhibit A
231 Dubois Temporary Construction Easement

Solid Line: Approximate Property Line Based on Survey

Dashed Line: Approximate Limit of Temporary Construction Easement (~2-5 feet from Property Line)
EXHIBIT B

Exhibit B
February 14, 2017
RESOLUTION 24-2017
A RESOLUTION DIRECTING THE CITY MANAGER TO APPLY FOR LOCAL LANDMARK DESIGNATION FOR THE PROPERTY LOCATED AT 201 SELAK STREET AND GENERALLY KNOWN AS THE BOBTAIL TRAMWAY PORTAL
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 24-2017

TITLE: A RESOLUTION DIRECTING THE CITY MANAGER TO APPLY FOR LOCAL LANDMARK DESIGNATION FOR THE PROPERTY LOCATED AT 201 SELAK STREET AND GENERALLY KNOWN AS THE BOBTAIL TRAMWAY PORTAL

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

Section 1. The City Manager is directed to take all necessary steps to cause the City to apply for a local historic landmark designation pursuant to Section 16-425(1) for the City-owned property located at 201 Selak Street, and generally known as the Bobtail Tramway Portal.

RESOLVED AND PASSED this 22nd day of March, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: The City of Black Hawk is requesting the City Manager take all necessary steps to cause the City to apply for local historic landmark designation pursuant to Section 16-425(1) for the City owned property located at 201 Selak Street and generally known as Bobtail Tramway Portal.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: MOTION TO APPROVE: Resolution 24-2017 – A Resolution directing the City Manager to apply for Local Landmark Designation for the Property Location at 201 Selak Street and Generally known as Bobtail Tramway Portal.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Staff was directed by the Historic Preservation Commission to initiate the process to apply for local historic landmark designation of the Bobtail Tramway Portal.

AGENDA DATE: March 22, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
DOCUMENTS ATTACHED: Resolution 24-2017
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
SUBMITTED BY: Cynthia L. Linker, CP&D
REVIEWED BY: Jack D. Lewis, City Manager
RESOLUTION 25-2017
A RESOLUTION
APPROVING AN ON-CALL
SERVICE AGREEMENT
WITH GRAPES AND SONS
EXCAVATING, LLC FOR
CALENDAR YEAR 2017
TITLE: A RESOLUTION APPROVING AN ON-CALL SERVICE AGREEMENT WITH GRAPES AND SONS EXCAVATING, LLC FOR CALENDAR YEAR 2017

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 Service Agreement with Grapes and Sons Excavating, LLC for water line work and general excavation work, and authorizes the Mayor to sign the Service Agreement on behalf of the City.

RESOLVED AND PASSED this 22\textsuperscript{nd} day of March, 2017.

____________________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
SUBJECT: Approve Resolution 25-2017, a Resolution approving the personal services agreement for on-call work with Grapes and Sons Excavating, LLC.

RECOMMENDATION: If City Council chooses to approve Resolution 25-2017, the recommended motion is as follows: "Motion to approve Resolution 25-2017, a Resolution approving a Personal Services Agreement between the City of Black Hawk and Grapes & Sons Excavating, LLC for on-call services."

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City has on occasion a need for waterline repairs and general excavation work beyond what City staff can provide. The City utilizes on-call contractors to assist with this work. This agreement includes regular hourly rates for labor and equipment that may be used on these jobs, if so necessitated.

FUNDING SOURCE: varies by project

WORKSHOP DATE: March 22, 2017

ORIGINATED BY: Jason Fredricks/Thomas Isbester

STAFF PERSON RESPONSIBLE: Jason Fredricks/Thomas Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: agreement

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: Thomas Isbester, Public Works Director

REVIEWED BY: Jack Lewis, City Manager
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and Grapes & Sons Excavating, LLC whose address is- 95 Coyote Circle, Black Hawk Co., 80422-hereinafter referred to as “Contractor” as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: services during the days and times, and at the location, as more particularly described in Attachment “A”, which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the _____ day of _____ January 2017 and shall terminate on the _____ day of _____ December 2017 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor’s sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid services.

6. COMPLIANCES. In the conduct of the services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he she nor his employees are covered by the City’s workers’ compensation policy, or any other worker’s compensation policy.

8. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the services provided by Contractor pursuant to this agreement.

9. TERMINATION. The City shall have the right to terminate this Agreement upon three (3) days notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. ASSIGNMENT. Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.
11. INSURANCE. Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement, in an amount nor less than the limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as the same may be amended from time to time.

12. CONTRACT INTERPRETATION
A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.
D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

City: City of Black Hawk
PO Box 68
Black Hawk Co. 80422
Attn. Public Works Director

Contractor: Grapes & Sons Excavating, LLC.
95 Coyote Circle
Black Hawk, Co. 80422

All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.
E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.
CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CONTRACTOR

By:

STATE OF COLORADO

COUNTY OF (unknown)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 14th day of February, 2017, by Robert Grapes.

My commission expires: 10-24-2020

(SEAL)

KYL A CRAWFORD
Notary Public
State of Colorado
Notary ID # 20164040646
My Commission Expires 10-24-2020

(Seal)
## Machine Hourly Rates:

<table>
<thead>
<tr>
<th>Machine Type</th>
<th>Rate per hour</th>
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<tbody>
<tr>
<td>Case 350 Excavator</td>
<td>@ $225.00</td>
</tr>
<tr>
<td>Case 9040 - 60,000 pound Excavator</td>
<td>@ $180.00</td>
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<tr>
<td>Case 210 Excavator w/hammer</td>
<td>@ $235.00</td>
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<td>Case 160C - 40,000 Pound Excavator</td>
<td>@ $140.00</td>
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<td>Yanmar SV100 - 20,000 Pound Excavator</td>
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<td>Yanmar Vio 35 Mini Excavator w/Hydro Hammer</td>
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<td>Case 55 Mini Excavator</td>
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<td>Case 821 Loader Rubber tires</td>
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<tr>
<td>Case 721 Loader 3 ½ Yard Rubber Tire</td>
<td>@ $130.00</td>
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<tr>
<td>Case Track Skid Steer</td>
<td>@ $90.00</td>
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<tr>
<td>Case 1850 Crawler Loader</td>
<td>@ $185.00</td>
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<tr>
<td>3½ yard 953 Crawler Loader</td>
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<tr>
<td>54&quot; Smooth Drum Roller Compactor</td>
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<td>Cat Double Drum Roller</td>
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<td>Jumping Jack</td>
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<td>Plate Compactor</td>
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<td>Chop Saw</td>
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<td>Manual Labor</td>
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<td>Supervisor</td>
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<tr>
<td>John Deer 770 Grader</td>
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<td>Vibrotech Screener</td>
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Machine Hourly Rates:

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<tr>
<td>Side dump</td>
<td>@ $110.00</td>
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<tr>
<td>Tandem Dump Truck</td>
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# Certificate of Liability Insurance

**Certificate Holder:**

tisbester@cityofblackhawk.com

**City of Blackhawk**

**PO Box 88**

**Blackhawk, CO 80422**

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### Important

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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### Coverages

**Certificate Number:** CL-16101201618

**Revision Number:**

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#### Insured:

Grapes & Sons Excavating, DBA: Grapes & Sons

**Address:** PO Box 571

**City:** Black Hawk

**State:** CO

**ZIP Code:** 80422

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#### Insurers Affording Coverage:

- **Insurer A:** AmTrust Insurance
- **Insurer B:** State Auto Insurance Companies
- **Insurer C:** AIG

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#### Coverages:

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<tr>
<th>Insr Ltr</th>
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<th>Addr Insd Sub Insd Vwd Policy Number</th>
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<th>Policy Exp (MM/DD/YYYY)</th>
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#### Workers Compensation and Employers' Liability:

- **Y/N:** N/A

**If yes, describe under DESCRIPTION OF OPERATIONS below**

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#### Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Leased & Rented Equipment**

**Policy Number:** 05-IM014941

**Date:** 10/11/2016 to 10/11/2017

**Limit:** $50,000

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### Cancellation

**Authorized Representative:**

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