RINGING OF THE BELL

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. Of State)

5A. INTRODUCTION OF NEW EMPLOYEES: Melissa Dedrick, Communications Officer
    Sara Berg, Communications Officer

5B. PUBLIC COMMENT: Please limit comments to 5 minutes
    (Notify the City Clerk if you wish to address Council on items not on the agenda)

6. APPROVAL OF MINUTES: January 8, 2014

7. PUBLIC HEARINGS:
   A. CB 2014-2, An Ordinance to Approve the Second Amendment to the Establishing Contract to the Gilpin Ambulance Authority
   B. Church Street Retaining Wall Easements – 241 Gregory Street and 231 Gregory Street

8. ACTION ITEMS:
   C. Gregory Street Realignment Project – Professional Services Agreement – Martin & Martin Inc.

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
Communication Officer Melissa Dedrick began her career with the Black Hawk Police Department in November 2013. She was born in Santa Clara, California and moved to Colorado when she was seven. She graduated from Bear Creek High School in 2006 and studied two years at UNC in Greeley. She joined the Army Reserve as a Chaplain’s Assistant in 2006 and was deployed to Afghanistan in 2008 for a year. Upon returning from Afghanistan she worked odd jobs while finishing her education. She obtained an Emergency Medical Technician certificate from Red Rocks and a Bachelor’s degree from UNC in Greeley in Political Science. A few months later she was hired by the Black Hawk Police Department.
Sara Berg began her career as a Communication Officer with the Black Hawk Police Department in October 2013. She grew up in Minnesota and moved to Colorado with her family fifteen years ago. She loves Colorado!! Sara graduated from Metropolitan State University with a degree in Criminal Justice. She and her husband have a son. They enjoy camping, hiking and attending car shows. Sara and her husband restore 1930’s and 1940’s Harley Davidsons. They own and operate the world’s fastest turbine powered jet quad that reaches speeds of over 200 mph. But, she says more importantly she loves to volunteer for many different organizations in her community. Sara and her husband moved to Gilpin County last October and are greatly enjoying the mountains.
APPROVAL OF MINUTES
FOR JANUARY 8, 2014
City of Black Hawk  
City Council Minutes  
January 8, 2014

City Attorney Hoffmann rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order by Mayor Spellman Wednesday, January 8, 2014 at 3:00 p.m.

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

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

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

3. AGENDA CHANGES: City Clerk Magno informed Council there were no 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. Mayor Spellman recused himself from item 8-E, Weekly Register Call Request for Consideration for 2014 Newspaper of Record.

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

5. PUBLIC COMMENTS: No one came forward to address Council.

6. APPROVAL OF MINUTES for December 11, 2013

   MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve the Minutes of the December 11, 2013 meeting as presented.

   MOTION PASSED There was no discussion and the motion PASSED unanimously.
7. PUBLIC HEARINGS:
   A. CB 1, An Ordinance
      Approving the
      Intergovernmental
      Agreement for the
      Operation and
      Maintenance of
      Georgetown
      Lake

      Mayor Spellman read the title.

      Water Coordinator Ford gave a little background on how the IGA
      was accomplished.

      PUBLIC HEARING:
      Mayor Spellman declared a Public Hearing on CB 1 An Ordinance
      Approving the Intergovernmental Agreement for the Operation and
      Maintenance of Georgetown Lake 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.

      City Manager Lewis express his gratitude to Water Coordinator
      Ford, Public Works Director Isbester, and Harvey Curtis’s office
      having spent numerous hours to get this accomplished.

      MOTION TO
      APPROVE

      Alderman Cales MOVED and was SECONDED by Alderman
      Armbright to approve CB 1, An Ordinance Approving the
      Intergovernmental Agreement for the Operation and Maintenance
      of Georgetown Lake.

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

8. ACTION ITEMS:
   B. MV Transportation
      Service Agreement
      2014

      Mayor Spellman read the title.

      Public Works Director Isbester stated this was an annual renewal
      and would be MV Transportation’s last year before going out to
      bid next year.

      MOTION TO
      APPROVE

      Alderman Armbright MOVED and was SECONDED by Alderman
      Cales to approve MV Transportation Service Agreement 2014 in the
      amount of $410,000.

      MOTION PASSED
      There was no discussion and the motion PASSED unanimously.
C. Resolution 1-204, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Mayor Spellman read the title.

City Clerk Magno explained this was a yearly resolution to meet the Colorado Sunshine Law requirement.

Mayor Spellman inquired as to where the posting places were. City Clerk Magno stated City Hall, Post Office, and Planning.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 1-2014, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

D. 2014 Workers Compensation Insurance – Pinnacol

Mayor Spellman read the title.

Assistant to City Manager for Administration Greiner went over the background on how the City was able to obtain a good price.

MOTION TO APPROVE

Alderman Cales MOVED and was SECONDED by Alderman Johnson to approve 2014 Workers Compensation Insurance – Pinnacol.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

E. Weekly Register Call – Request for Consideration for 2014 Newspaper of Record

Mayor Spellman recused himself.

Alderman Moates read the title.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Weekly Register Call – Request for Consideration for 2014 Newspaper of Record.
MOTION PASSED  There was no discussion and the motion PASSED unanimously.

9. CITY MANAGER REPORTS:
   No report.

10. CITY ATTORNEY:  City Attorney Hoffmann clarified the posting of meetings. He stated the City only has to post meeting notices in one place; however, the City tries to do more. He further explained ordinances have to be posted in three places.

   City Attorney Hoffmann requested an Executive Session regarding legal matters relating to litigation and personnel matters.

11. EXECUTIVE SESSION:

   MOTION TO ADJOURN  Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session 3:15 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(e).

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

   MOTION TO RECONVENE  Alderman Bennett MOVED and was SECONDED by Alderman Moates 3:44 p.m.

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

12. ADJOURNMENT:  Mayor Spellman declared the Regular Meeting of the City Council closed at 3:45 p.m.

____________________________                               __________________________
Jeanie M. Magno, CMC                                  David D. Spellman
City Clerk                                              Mayor
CB 2, AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE ESTABLISHING CONTRACT FOR THE GILPIN AMBULANCE AUTHORITY
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 2

ORDINANCE NUMBER: 2014-_____

TITLE: AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE
ESTABLISHING CONTRACT FOR THE GILPIN AMBULANCE
AUTHORITY

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

Section 1. The Second Amendment to the Establishing Contract between the City of
Black Hawk, the City of Central, and Gilpin County, attached hereto as Exhibit A, is hereby
approved, and the Mayor is authorized to execute the same on behalf of the City.

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 ____ day of
____________________, 2014.

__________________________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Jeanie M. Magno, CMC, City Clerk
SECOND AMENDMENT TO
ESTABLISHING CONTRACT
FOR
GILPIN AMBULANCE AUTHORITY

RECITALS

WHEREAS, Gilpin County ("County"), the City of Black Hawk ("Black Hawk"), and the City of Central ("Central") originally entered into the Establishing Contract for the Gilpin Ambulance Authority dated June 2, 2009 (the "Original Agreement");

WHEREAS, the County, Black Hawk and Central entered into a First Amendment to Establishing Contract for Gilpin Ambulance Authority dated April 2012 (the "First Amendment") addressing the formula for payment of ambulance services by the three (3) member entities;

WHEREAS, the Original Agreement and the First Amendment included an allocation for the payment of the Authority’s annual budget;

WHEREAS, the Parties hereto now desire to again amend the allocation formula as set forth in this Second Amendment by the replacement of Exhibit 1 with a new Exhibit 2, attached hereto and incorporated herein by this reference, to be effective retroactive to January 1, 2014; and

WHEREAS, the Parties hereto further desire to make the additional minor revisions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Effective for the budget year 2014, and thus retroactive to January 1, 2014, Exhibit 1 to the First Amendment is hereby replaced in its entirety with Exhibit 2, attached hereto and incorporated herein by this reference.

2. Article II, Section 1, subsection (f) of the Original Agreement is amended to read as follows:

   (f) To employ agents and employees including a manager an executive director reporting to the Board.

3. Article II, Section 8, subsection C. of the Original Agreement is amended to read as follows:

   1
C. The Authority shall engage a Manager as Executive Director, who shall be a contract employee, to handle the day-to-day management and administration of the Authority and to perform such duties as may be required by the Board, such Executive Director to be retained by the Board of Directors commencing no later than September 30, 2009.

4. Article IV, Section 4 of the Original Agreement is amended to read as follows:

Budget. The Manager Treasurer shall have the duty to prepare and recommend an annual budget to the Board, and provide the proposed annual budget to the three (3) Members no later than August 31 of each year for the next succeeding calendar year.

5. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the Parties. This Second Amendment along with the Original Agreement constitutes the entire agreement between the Parties related to the matters herein.

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed as of this ______ day of __________________________ 2014.

GILPIN COUNTY, COLORADO
By: __________________________
Chair
January 7, 2014

CITY OF BLACK HAWK, COLORADO
By: __________________________
Mayor

CITY OF CENTRAL, COLORADO
By: __________________________
Mayor

January 7, 2014
Each Member's payment for ambulance services rendered by the Authority shall be determined as follows:

A. Commencing in 2014, the payments by the members shall be based on the following allocation formula:

**Gilpin County:** 33% as the base percentage for the County based on 33% of Net Funds required for the Authority (Budgeted expenditures less proposed revenue from all revenue sources)

**Black Hawk:** 5% of Net Funds required for the Authority

**Central City:** 5% of Net Funds required for the Authority

**All Parties:** Remaining 57% allocated between the Parties based on call volume from the period of Jan 1 through Dec 31 two years proceeding the budget year in question. (ie. budget year 2014, call volume Jan 1-Dec 31, 2012)

**Ending Balance:** The ending balance of the budget shall not exceed $100,000. Any funds in excess of this agreed amount shall be applied to the Net Funds.

In the event of a funding shortfall, the Authority Board shall meet and recommend a plan to the Members for covering the shortfall. The Members shall use best efforts to cover the shortfall.

B. The Attached spreadsheet is provided for illustrative purposes:
2014 Budgeted Expenditures: $1,919,450
2014 Total Proposed Revenue: $598,280
Net Funds Required: $1,321,170

Call Volume, Billing and Payment Breakdown by District
1/1/2012-12/31/12

<table>
<thead>
<tr>
<th>District</th>
<th>Calls</th>
<th>% of Calls</th>
<th>Billed</th>
<th>% Billed</th>
<th>Collections</th>
<th>% Collected</th>
<th>Recovery %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilpin County</td>
<td>326</td>
<td>25.39%</td>
<td>$373,895.24</td>
<td>28.21%</td>
<td>$150,065.92</td>
<td>29.17%</td>
<td>40.14%</td>
</tr>
<tr>
<td>Black Hawk</td>
<td>780</td>
<td>60.75%</td>
<td>$759,053.32</td>
<td>57.27%</td>
<td>$295,152.52</td>
<td>57.38%</td>
<td>38.88%</td>
</tr>
<tr>
<td>Central City</td>
<td>178</td>
<td>13.86%</td>
<td>$192,416.00</td>
<td>14.52%</td>
<td>$69,199.15</td>
<td>13.45%</td>
<td>35.96%</td>
</tr>
<tr>
<td>Total</td>
<td>1,284</td>
<td>100%</td>
<td>$1,325,364.56</td>
<td>100%</td>
<td>$514,417.59</td>
<td>100%</td>
<td>38.81%</td>
</tr>
</tbody>
</table>

Allocations with Base Amounts for Each Member

<table>
<thead>
<tr>
<th>District</th>
<th>Net Balance</th>
<th>Less Ending Fund Balance in Excess of $100,000</th>
<th>County Base 33% of Net</th>
<th>City Base 5% of Net</th>
<th>Remaining Net Balance</th>
<th>Call Volume Allocation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilpin</td>
<td>418,442</td>
<td></td>
<td>183,510</td>
<td></td>
<td>601,962</td>
<td>47%</td>
<td></td>
</tr>
<tr>
<td>Black Hawk</td>
<td>63,400</td>
<td></td>
<td>439,079</td>
<td></td>
<td>502,479</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Central City</td>
<td>63,400</td>
<td></td>
<td>100,175</td>
<td></td>
<td>163,575</td>
<td>13%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1,321,170</td>
<td>1,268,007</td>
<td>418,442</td>
<td>126,801</td>
<td>722,764</td>
<td>722,764</td>
<td>1,268,007</td>
</tr>
</tbody>
</table>
CHURCH STREET
RETAINING WALL
EASEMENTS – 241 GREGORY STREET AND
231 GREGORY STREET
SUBJECT: Approval of the following easements for construction of Church Street Retaining Wall improvements:

1. Rock Wall Easement for a portion of Lot 1, Block 28, known as 241 Gregory Street.
2. Temporary Construction Easement for all of Lot 1, Block 28.
3. Rock Wall Easement for a portion of Lot 2, Block 28, known as 231 Gregory Street.

RECOMMENDATION: If the Board of Aldermen chooses to approve the requested easements, the recommended motion is as follows: "Approve the rock wall easements and temporary construction easements with Bonanza Land, LLC and Culver W. Van Der Jagt/Frank J. Garofalo for the facilitation of Church Street Retaining Wall improvements."

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City is evaluating the possible reconstruction of a portion of the Church Street retaining wall in front of the Police Station for the main purpose of creating a stone retaining wall that is uniform and similar in appearance to most other rock walls throughout the City of Black Hawk. A secondary purpose would be to widen Church Street by about three feet in the area of construction. Most of the property that would be disturbed by this project is owned by the City. However, there are two parcels of land not owned by the City that will be affected: Lot 1, Block 28 (owned by Bonanza Land, LLC) and Lot 2, Block 28 (owned jointly by Culver W. Van Der Jagt and Frank J. Garofalo). The proposed wall will encroach permanently onto these two parcels; temporary easements are also requested across the entirety of these two lots for typical construction purposes. The property owners have signed and notarized these proposed easement documents.

Construction plans have been prepared for this section of the Church Street retaining wall, and they were put out to bid in August 2013. The bids were rejected due to higher-than-expected costs, and City Staff is attempting to simplify the design. This project will likely be put out to bid again this spring.


WORKSHOP DATE: January 22, 2014

ESTIMATED DATE OF PROJECT COMPLETION: December 31, 2014

ORIGINATED BY: Tom Isbester/Matt Reed

STAFF PERSON RESPONSIBLE: Tom Isbester/Matt Reed
DOCUMENTS ATTACHED:  
Rock Wall Easement for Lot 1, Block 28  
Rock Wall Easement for Lot 2, Block 28  
Temporary Construction Easement for Lot 1, Block 28  
Temporary Construction Easement for Lot 2, Block 28

RECORD:  [ X ]Yes  [ ]No

CITY ATTORNEY REVIEW:  [ X ]Yes  [ ]No  [ ]N/A INITIALS______

SUBMITTED BY:  
Thomas Isbester, Public Works Director

REVIEWED BY:  
Jack Lewis, City Manager
ROCK WALL & TEMPORARY CONSTRUCTION EASEMENTS FOR A PORTION OF LOT 1 BLOCK 28 KNOWN AS 241 GREGORY ST.
RETAINING WALL EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Bonanza Land LLC, whose address is 12472 Circula Panorama, Santa Ana, CA 92705 (the "Grantor"), in consideration of TEN DOLLARS ($10.00), and other good and valuable consideration, does hereby grant, bargain, sell and convey to CITY OF BLACK HAWK, a home rule municipality of the State of Colorado, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado 80422, (the "City"), its successors and permitted assigns, a perpetual non-exclusive easement (the “Easement”) to construct, reconstruct, operate, use, maintain, repair, replace and/or remove a retaining wall and appurtenances thereto (the “Improvements”) in, to, through, over, under, and across a certain parcel of real property located in Black Hawk, Gilpin County, Colorado, as generally described in Exhibit A attached hereto and incorporated herein by this reference (the “Easement Property”), pursuant to the following terms and conditions:

1. The City, its agents, successors and permitted assigns, including the Grantor, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not erect or construct or place any structure or building, whether temporary or permanent, that may interfere with the operation and maintenance of the Easement, or reasonable access by the City for reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. Any such structure or building of any kind placed on the Easement Property may be removed by the City without liability for damages arising therefrom.

3. Upon completion of the initial construction, the City, to the extent practicable, shall restore the Easement Property, including the surface of the ground and all landscaping, to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

4. The City shall have the right to enter upon the Easement Property and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith including, but not limited to, the trimming of trees and bushes. In addition, the City shall have the right, subject to the grantor’s approval, to use so much of the adjoining Easement Property of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement, and/or removal of the Improvements as may be reasonably required.

5. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.
6. It is expressly acknowledged and agreed that the City shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with the Easement as are granted to and assumed by the City herein. In addition, the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement, and/or removal of the Improvements consistent herewith.

7. The Grantor may grant further easement interests in the Easement Property to other grantees so long as such interests and uses are not inconsistent with the use of the Easement by the City, its successors and permitted assigns as described herein, with such determination to be made, in writing and in the sole discretion of the City, prior to the grant of such easement interest.

8. The City agrees that as such time and in the event that the Easement described herein be abandoned by the City, such Easement shall terminate and the real property interest represented by such Easement shall revert to the grantor, its heirs, successors and/or assigns.

9. The Grantor warrants, covenants, grants, bargains, and agrees to and with the City that the Grantor is well seized of the Easement above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except matters of record.

10. Notwithstanding anything herein to the contrary, the Grantor and the City agree that the execution of this Easement shall not thereby create any obligation on the part of the City to own, operate, maintain facilities, or provide service to or on account of the Grantor.

11. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Easement and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.
WITNESS our hand(s) and seal(s) this 19th day of August, 2013.

GRANTOR:

BY: ___________________________ BY: ___________________________

TITLE: ___________________________ TITLE: ___________________________

STATE OF COLORADO )
COUNTY OF )

The foregoing instrument was acknowledged before me this ___ day of ________, 2013
by ___________________________ as ___________________________, for
______________________________________________________________

WITNESS my hand and official seal.

My Commission Expires: ___________________________

Notary Public

GRANTEE: CITY OF BLACK HAWK

By: ___________________________ Date: ___________________________

David D. Spellman, Mayor

Attest: ___________________________

Jeanie Magno, City Clerk

Approved as to legal form:

______________________________
Corey Y. Hoffmann, City Attorney
EXHIBIT A

A ROCK WALL EASEMENT, LOCATED WITHIN LOT 1, BLOCK 28
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A ROCK WALL EASEMENT, LOCATED WITHIN A PORTION OF LOT 1, BLOCK 28, BASED UPON THE SURVEY MAP OF BLOCK 28, 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK, THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK, N 73°21'54" E, 27.00 FEET, WITH ALL BEARINGS CONTAINED HEREBIN RELATIVE THERETO; THENCE S 15°07'23" E, 6.00 FEET; THENCE S 73°21'54" W, 27.18 FEET TO A POINT ALONG THE WESTERLY LINE OF SAID BLOCK; THENCE ALONG SAID WESTERLY LINE, N 13°24'18" W, 6.01 FEET TO THE POINT OF BEGINNING, CONTAINING 163 SQUARE FEET MORE OR LESS.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On August 19, 2013 before me, W. Davis, Notary Public

personally appeared Darrell L. Knudson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Retaining Wall Easement Agreement
City of Black Hawk, Colorado
Number of Pages 4 Document Date 08/19/13
Bonanza Land LLC

CAPACITY CLAIMED BY THE SIGNER
☒ Individual(s)
☐ Corporate Officer

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be
properly completed and attached to that document. The only exception is if a
document is to be recorded outside of California. In such instances, any alternative
acknowledgment verbiage as may be printed on such a document so long as the
verbiage does not require the notary to do something that is illegal for a notary in
California (i.e. certifying the authorized capacity of the signer). Please check the
document carefully for proper notarial wording and attach this form if required.

• State and County information must be the State and County where the document
signer(s) personally appeared before the notary public for acknowledgment.

• Date of notarization must be the date that the signer(s) personally appeared which
must also be the same date the acknowledgment is completed.

• The notary public must print his or her name as it appears within his or her
commission followed by a comma and then your title (notary public).

• Print the name(s) of document signer(s) who personally appear at the time of
notarization.

• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
he/she/they is/are ) or circling the correct forms. Failure to correctly indicate this
information may lead to rejection of document recording.

• The notary seal impression must be clear and photographically reproducible.

• Signature of the notary public must match the signature on file with the office of
the county clerk.

• Additional information is not required but could help to ensure this
acknowledgment is not misused or attached to a different document.

• Indicate title or type of attached document, number of pages and date.

• Indicate the capacity claimed by the signer. If the claimed capacity is a

• Corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

• Securely attach this document to the signed document.
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Bonanza Land LLC, whose address is 12472 Circula Panorama, Santa Ana, CA 92705 ("Grantor"), in consideration of TEN DOLLARS ($10.00), 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 the construction of a retaining wall, 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:

Lot 1, Block 28, City of Black Hawk, Colorado

1. Said Temporary Easement shall commence upon being fully executed and shall expire and be of no further force or effect one (1) year after the date of execution. 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. 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.

3. 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.

4. 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.

5. 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 19th day of August, 2013.
GRANTOR:

BY: [Signature]
TITLE: Pres/mgr.

GRANTEE: CITY OF BLACK HAWK

By: ______________________ Date: ______________
David D. Spellman, Mayor

Attest: ______________________
Jeanie Magno, City Clerk

Approved as to legal form:

______________________________
Corey Y. Hoffmann, City Attorney
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On August 19, 2013 before me, W. Davis, Notary Public, personally appeared Darrell L. Knudson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
• Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
• Print the name(s) of document signer(s) who personally appear at the time of notarization.
• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
• The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
• Signature of the notary public must match the signature on file with the office of the county clerk.
  • Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  • Indicate title or type of attached document, number of pages and date.
  • Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
• Securely attach this document to the signed document.
ROCK WALL & TEMPORARY CONSTRUCTION EASEMENTS FOR A PORTION OF LOT 2 BLOCK 28 KNOWN AS 231 GREGORY ST.
RETAINING WALL EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the first party, undivided joint tenancy interest held by Culver W. Van Der Jagt, whose business mailing address is 1468 S. Pearl St., Denver, Colorado 80210, and the second party, undivided joint tenancy interest held by Frank J. Garofalo, whose home address is 9 Bayberry Road, Scituate, MA 02066 (the "Grantor"), in consideration of the City of Black Hawk recognizing that the property owned by the Grantor is described in Book 248, Page 182 and Book 170, Page 558 of the Gilpin County Records, as generally depicted in Exhibit B attached hereto, does hereby grant, bargain, sell and convey to the third party, CITY OF BLACK HAWK, a home rule municipality of the State of Colorado, whose business mailing address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado 80422, (the "City"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove a retaining wall and appurtenances thereto (the Retaining Wall “Improvements”) in, to, through, over, under, and across a certain “30 square feet more or less” parcel of real property located in Black Hawk, Gilpin County, Colorado, as generally described in Exhibit A attached hereto and incorporated herein by this reference (the “Easement Property”), pursuant to the following terms and conditions as promised by the above named parties:

1. The City, its agents, successors and permitted assigns, including the Grantor, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not erect or construct or place any structure or building, whether temporary or permanent, that may interfere with the operation and maintenance of the Easement, or reasonable access by the City for reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. Any such structure or building of any kind placed on the Easement Property may be removed by the City without liability for damage arising therefrom.

3. Upon completion of the initial construction, the City, to the extent practicable, shall restore the Easement Property, including the surface of the ground and all landscaping, including the 231 Gregory St. building’s rear staircase, to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

4. The City shall have the right to enter upon the Easement Property and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith including, but not limited to, the trimming of trees and bushes, without diminishing the Grantor’s right to use and occupancy of the building on the adjoining Easement Property, Lot 2, Block 28, also known as 231 Gregory St., Black Hawk, Colorado 80422. In addition, the City shall have the right, subject to the grantor’s approval, to use so much of the unimproved land surface area of the adjoining Easement Property of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement, and/or removal of the Improvements as may be reasonably required.

5. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvement, unless those supports would impair the use of the adjacent 231 Gregory St. property improvements.
OFFEREE/ORIGINAL SECOND PARTY JOINT INTEREST OF “GRANTOR”:

WITNESS my hand and seal this 7th day of January, 2014

BY: Frank J. Garofalo, pro se

STATE OF MASSACHUSETTS
COUNTY OF Norfolk

The foregoing instrument was acknowledged before me this 7th day of January, 2014 by Frank J. Garofalo, pro se, for

WITNESS my hand and official seal.

SHEENA M. DELMONTE
Notary Public, Commonwealth of Massachusetts
My Commission Expires March 7, 2019

OFFEREE/ORIGINAL FIRST PARTY JOINT INTEREST OF “GRANTOR”:

WITNESS my hand and seal this 20th day of December, 2013

BY: CULVER W. VAN DER JAGT, pro se

STATE OF COLORADO
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 20th day of December, 2013 by Culver Van Der Jagt, pro se legal counsel, for Culver Van Der Jagt.

WITNESS my hand and official seal.

ERIC SMITH
Notary Public
STATE OF COLORADO
NOTARY ID 20134074497
MY COMMISSION EXPIRES DECEMBER 6, 2017

My Commission Expires: 3-7-2019

Notary Public

3
EXHIBIT A
A ROCK WALL EASEMENT, LOCATED WITHIN LOT 2, BLOCK 28
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

POINT OF COMMENCEMENT
TRUE POINT OF BEGINNING
3
6.53
S 39'48"38' E
6.36
S 73'21'54" W
6.00
N 15'07'23" W
5.63
N 73'21'54" E
27.00
(BASIS OF BEARING)

DESCRIPTION:
A ROCK WALL EASEMENT, LOCATED WITHIN A PORTION OF LOT 2, BLOCK 28, BASED UPON THE SURVEY
MAP OF BLOCK 28, 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, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK, THENCE ALONG THE NORTHERLY
LINE OF SAID BLOCK, N 73'21'54" E, 27.00 FEET TO THE TRUE POINT OF BEGINNING, WITH ALL
BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE CONTINUING ALONG SAID NORTHERLY
LINE N 73'21'54" E, 3.63 FEET; THENCE S 39'48"38' E, 6.36 FEET; THENCE S 73'21'54" W, 6.36 FEET;
THENCE N 15'07'23" W, 6.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 30 SQUARE FEET
MORE OF LESS.

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

231 Gregory Street
Parcel Description from Gilpin County
Book 248 Page 182
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the first party, undivided joint tenancy interest held by Culver W. Van Der Jagt, whose business mailing address is 1468 S. Pearl St., Denver, Colorado 80210, and the second party, undivided joint tenancy interest held by Frank J. Garofalo, whose home address is 9 Bayberry Road, Scituate, MA 02066 (the "Grantor"), in consideration of the City of Black Hawk recognizing that the property owned by the Grantor is described in Book 248, Page 182 and Book 170, Page 558 of the Gilpin County Records, does hereby grant, bargain, sell and convey to the third party, CITY OF BLACK HAWK, a home rule municipality of the State of Colorado, whose business mailing address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado 80422, (the "Grantee"), a Temporary Easement for the construction of a retaining wall, 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:

Lot 2, Block 28, City of Black Hawk, Colorado

1. Said Temporary Easement shall commence upon being fully executed and shall expire and be of no further force or effect two (2) years after the date of execution. 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. 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.

3. 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.

4. 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.

5. 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.

GRANTEE: CITY OF BLACK HAWK

By: ____________________________
    David D. Spellman, Mayor

Attest: ____________________________
    Jeanie Magno, City Clerk

Approved as to legal form:

_______________________________
Corey Y. Hoffmann, City Attorney
GREGORY STREET REALIGNMENT PROJECT PROFESSIONAL SERVICES AGREEMENT – MARTIN & MARTIN INC.
SUBJECT: Approval of Gregory Street Realignment Project Professional Services contract.

RECOMMENDATION:
If City Council chooses to approve the contract for the Gregory Street Realignment Project, the recommended motion is as follows:

“Approve the Contract with Martin & Martin, Inc. in the amount of $323,000.00 to perform the necessary engineering analysis and design to complete the plans for the Gregory Street Realignment Project.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
As part of the effort to expand the City’s offerings, Gregory Street will be realigned to allow additional building sites for other retail type development. This work will include all the surveying, utility design including water, sewer and storm, and the dry utilities. The roadway is expected to be realigned to the south with the exact location to be determined by the design. Martin & Martin completed some preliminary work on this project during the concept phase and it made sense to bring them on board to complete the design as they had a good handle on the concept. Martin & Martin has completed a lot of work in the City of Black Hawk and have the requisite experience to complete this project.

FUNDING SOURCE: 305-3101-431.XX-XX –Gregory Street Realignment

WORKSHOP DATE: 1/22/14

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: 10/17/14

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

SUBMITTED BY: Reviewed By:

Thomas Isbester, Public Works Director  Jack Lewis, City Manager