

**City of Black Hawk
City Council
211 Church Street
January 22, 2014
3:00 p.m.**

RINGING OF THE BELL

- 1. CALL TO ORDER:**
- 2. ROLL CALL & PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. Of State)**
- 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

CITY OF BLACK HAWK POLICE DEPARTMENT

**Communications Officer
Melissa Dedrick**



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.

CITY OF BLACK HAWK POLICE DEPARTMENT

COMMUNICATIONS OFFICER Sara Berg



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

DRAFT

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
City Clerk

David D. Spellman
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:

C. The Authority shall engage a *Manager* ~~an 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* ~~September 30~~ 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.

ATTEST

Sharon E. Cate
County Clerk
Deputy

GILPIN COUNTY, COLORADO

By: Jane Dalton
Chair
January 7, 2014

ATTEST:

City Clerk

CITY OF BLACK HAWK, COLORADO

By: _____
Mayor

ATTEST:

Reba Bechtel
City Clerk

CITY OF CENTRAL, COLORADO

By: [Signature]
Mayor
(January 7, 2014)

EXHIBIT 2
ESTABLISHING CONTRACT FOR
GILPIN AMBULANCE AUTHORITY

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 preceding 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	<u>\$598,280</u>
Net Funds Required	<u>\$1,321,170</u>

Call Volume, Billing and Payment Breakdown by District

1/1/2012-12/31/12

District	Calls	% of Calls	Billed	% Billed	Collections	% Collected	Recovery %
Gilpin County	326	25.39%	\$373,895.24	28.21%	\$150,065.92	29.17%	40.14%
Black Hawk	780	60.75%	\$759,053.32	57.27%	\$295,152.52	57.38%	38.88%
Central City	178	13.86%	\$192,416.00	14.52%	\$69,199.15	13.45%	35.96%
Total	1284	100%	\$1,325,364.56	100%	\$514,417.59	100%	38.81%

Allocations with Base Amounts for Each Member

	Net Balance	Less Ending Fund Balance in Excess of \$100,000	County Base 33% of Net	City Base 5% of Net	Remaining Net Balance	Call Volume Allocation	Total	
Gilpin			418,442			183,510	601,952	47%
Black Hawk				63,400		439,079	502,479	40%
Central City				63,400		100,175	163,575	13%
Total	1,321,170	1,268,007	418,442	126,801	722,764	722,764	1,268,007	100%

**CHURCH STREET
RETAINING WALL
EASEMENTS – 241
GREGORY STREET AND
231 GREGORY STREET**



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

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.
4. Temporary Construction Easement for all of Lot 2, Block 28.

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.

FUNDING SOURCE: Program Expenses / Rock Walls: 203-0000-502-58-24

WORKSHOP DATE: January 22, 2014

ESTIMATED DATE OF PROJECT COMPLETION: December 31, 2014

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

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: Yes No

CITY ATTORNEY REVIEW: Yes No N/A INITIALS _____

SUBMITTED BY:

REVIEWED BY:



Thomas Isbester, Public Works Director



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 an 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: Wanell Anderson

BY: _____

TITLE: Pres./Mgn.

TITLE: _____

~~STATE OF COLORADO)~~

~~) ss.~~

~~COUNTY OF)~~

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

_____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

GRANTEE: CITY OF BLACK HAWK

By: _____ Date: _____

David D. Spellman, Mayor

Attest: _____

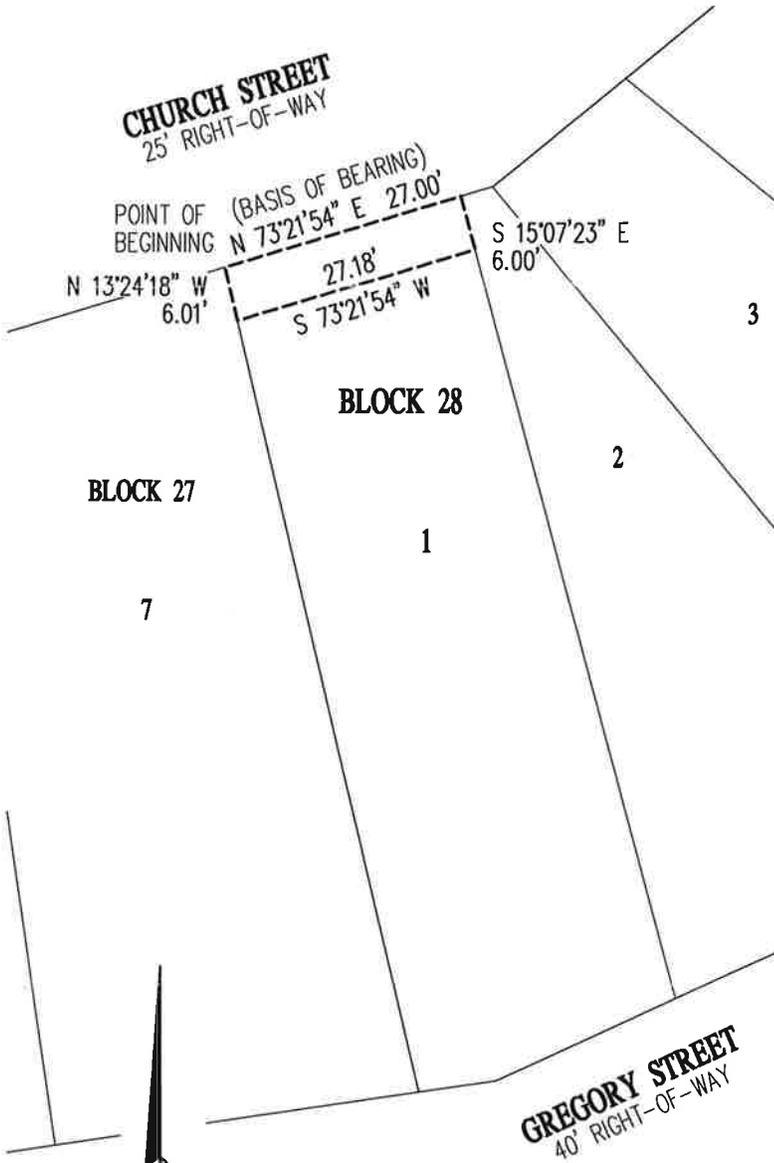
Jeanie Magno, City Clerk

Approved as to legal form:

Corey Y. Hoffmann, City Attorney

EXHIBIT A

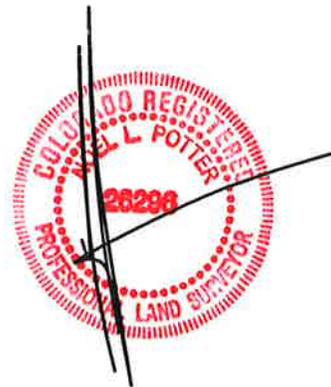
A ROCK WALL EASEMENT, LOCATED WITHIN LOT 1, BLOCK 28 CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



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 HEREIN 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.



SCALE: 1"=20'
DATE: 06.28.2013

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

C.C.S. CONSULTANTS, INC.

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

PROJECT NO.: CCS-BLH\90BLH28\LOT 1\ROCK WALL EASEMENT_LOT 1-BLOCK 28

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On August 19, 2013 before me, W. Davis, Notary Public
(Here insert name and title of the officer)

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.

W. Davis

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Retaining Wall Easement Agreement

(Title or description of attached document)

City of Black Hawk, Colorado

(Title or description of attached document continued)

Number of Pages 4 Document Date 08/19/13

Bonanza Land LLC

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- 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. 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

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: Warren Anderson

BY: _____

TITLE: Pres/mgr.

TITLE: _____

STATE OF COLORADO)

) ss.

COUNTY OF)

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

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

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,
(Here insert name and title of the officer)

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.

W. Davis

Signature of Notary Public



(Notary Seal)

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

DESCRIPTION OF THE ATTACHED DOCUMENT

Temporary Construction Easement

(Title or description of attached document)

City of Black Hawk, Colorado

(Title or description of attached document continued)

Number of Pages 2 Document Date 08/19/13

Bonanza Land LLC

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

**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
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 Fran J Garofalo, as _____, for _____.

WITNESS my hand and official seal.



My Commission Expires: 3-7-2019

Sheena M Delmonte
Notary Public

OFFEREE/ORIGINAL FIRST PARTY JOINT INTEREST OF "GRANTOR":

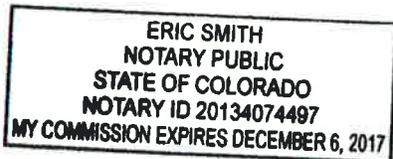
WITNESS my hand and seal this 20th day of December, 2013.

BY: Culver W. Van Der Jagt
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, as pro se legal counsel, for Culver Van Der Jagt.

WITNESS my hand and official seal.

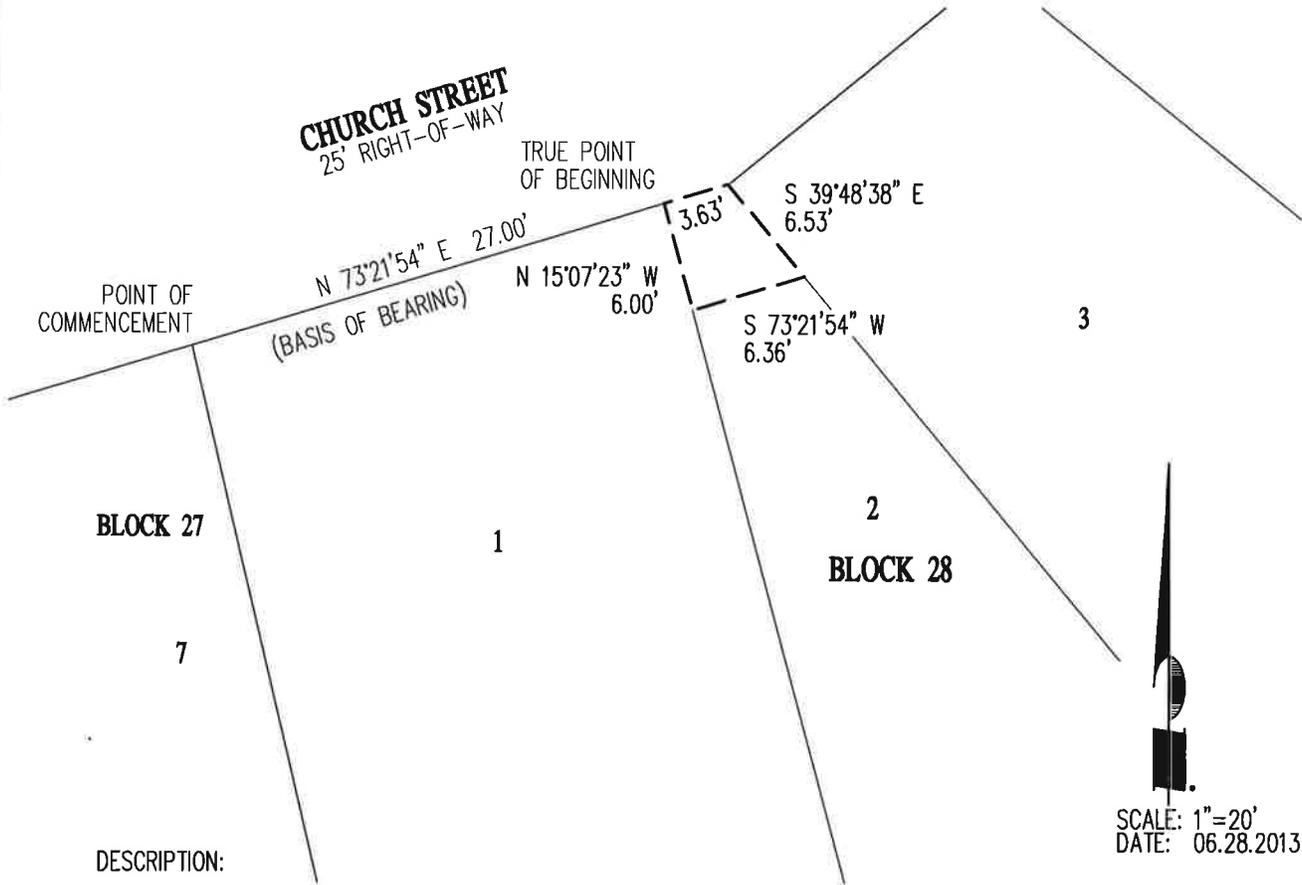


My Commission Expires: Dec 6th, 2017

Eric Smith
Notary Public

EXHIBIT A

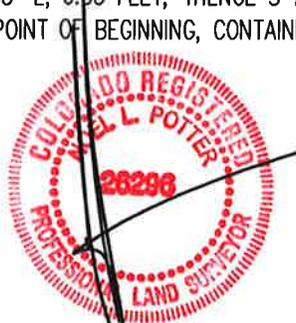
A ROCK WALL EASEMENT, LOCATED WITHIN LOT 2, BLOCK 28 CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



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, 6.53 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.

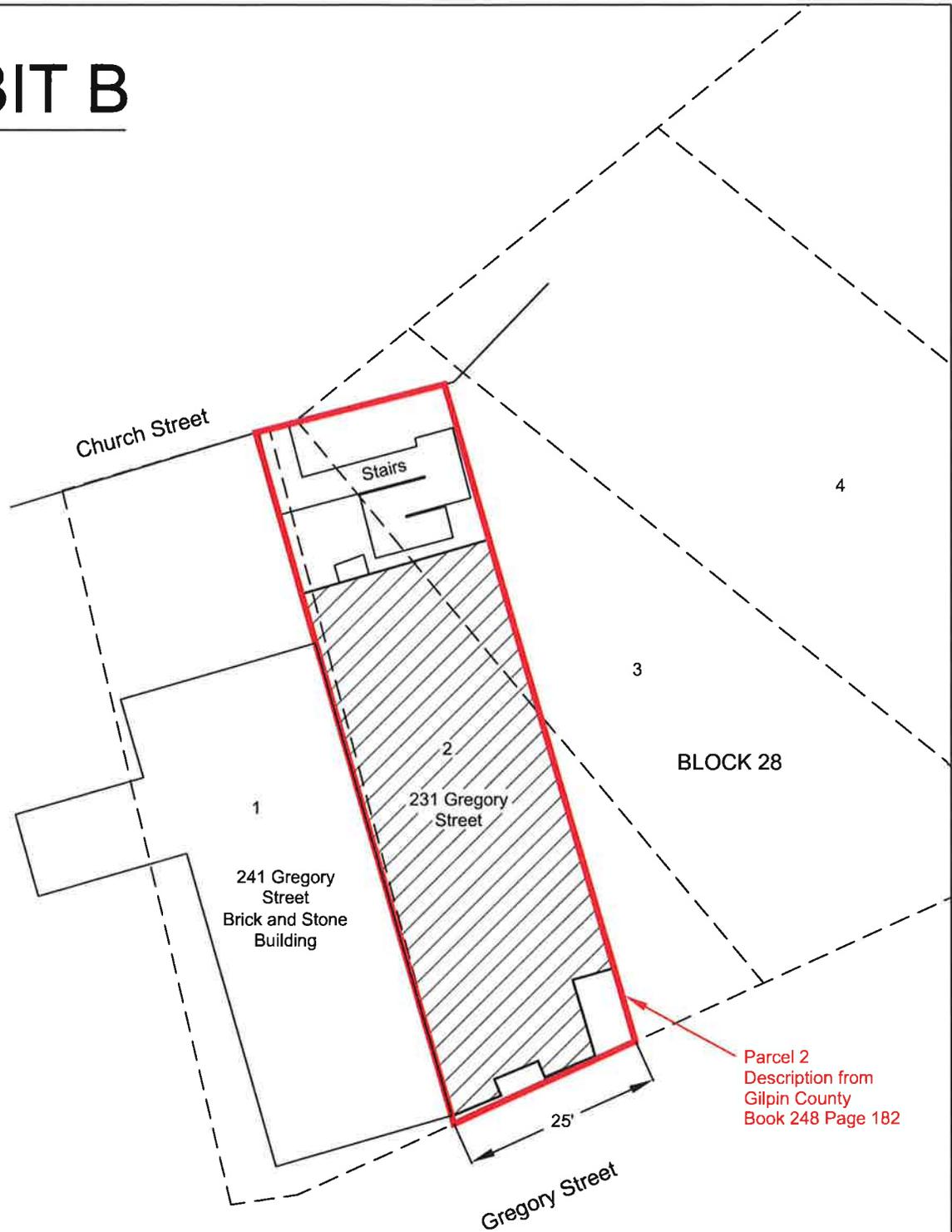


NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

C.C.S. CONSULTANTS, INC.

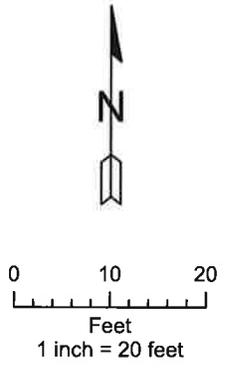
4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

EXHIBIT B



BLOCK 28

Parcel 2
Description from
Gilpin County
Book 248 Page 182



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.**



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

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