REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
September 27, 2017

CAPITAL WORKSHOP
2:00 p.m.

REGULAR MEETING
Immediately following Capital Workshop

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

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

5. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: September 13, 2017

7. PUBLIC HEARINGS:

None

8. ACTION ITEMS:

   A. Resolution 59-2017, A Resolution Adopting the Revised Community Restoration and Preservation Guide to Programs, Revised September 2017

   B. Resolution 60-2017, A Resolution Approving the Judges Selected to Serve for the Special Municipal Election in the City of Black Hawk on November 7, 2017

   C. Resolution 61-2017, A Resolution Approving the Purchase of 41 VHF Radios from QDS Communications, Inc. for an Amount Not To Exceed $71,000.00

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
The regular meeting of the City Council was called to order on Wednesday, September 13, 2017, at 3:00 p.m. by Mayor Spellman.

Present were: Mayor Spellman, Aldermen Armbright, Bennett, Midcap, Moates, and Torres.

Absent: Alderman Jim Johnson.

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

Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance and asked everyone to continue to stand for a Moment of Respect for the passing of 4th generation Black Hawk resident Roy Blake. Roy grew up in Black Hawk, went off to serve his country for 20 years in the Navy, and upon his return purchased the house of his great-grandfather.

Deputy City Clerk Martin confirmed there were no agenda changes.

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. Alderman Torres noted his conflict with Action Item 8B Resolution 57-2017. No additional conflicts were noted from City Council.
City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.

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

6. APPROVAL OF MINUTES: August 23, 2017

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve the Minutes as presented.

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

7. PUBLIC HEARINGS:

   **A. CB20-2017, An Ordinance Approving the 2018 Operating Plan and Budget of the Black Hawk Business Improvement District**

   Mayor Spellman read the title and opened the public hearing.

   Lynnette Hailey, District Manager of the Black Hawk Business Improvement District and the Silver Dollar Metropolitan District, introduced this item. She provided an overview of the Mill Levy increase and confirmed they were in compliance with their Intergovernmental Agreement with the City. She noted that the Business Improvement District had approved the Operating Plan and Budget at their August 29 meeting. She said the marketing amount for 2018 is $1,066,600 and the only other change in the plan is the inclusion of the Lodge property, which is the next agenda item.

   **PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB20, an Ordinance approving the 2018 Operating Plan and Budget of the Black Hawk Business Improvement District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

   No one came forward to speak and Mayor Spellman declared the Public Hearing closed.
MOTION TO APPROVE
Alderman Armbright MOVED and was SECONDED by Alderman Moates to approve CB20, an Ordinance approving the 2018 Operating Plan and Budget of the Black Hawk Business Improvement District.

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

B. CB21-2017, An Ordinance Approving the Inclusion of Property into the Black Hawk Business Improvement District and Changing the Boundaries of the District Consistent Therewith

Mayor Spellman read the title and opened the public hearing.

Lynnette Hailey, District Manager of the Black Hawk Business Improvement District and the Silver Dollar Metropolitan District, described the location as the Lodge property located on Main Street, across from the Lodge Casino, which was the old School of Arts site, and that the District also approved this item at their August 29 meeting.

City Attorney Hoffmann wanted to note for the record that there was also a corresponding inclusion into the Silver Dollar Metropolitan District, but that was already approved by the District Court, and that only inclusions into the Business Improvement District come before City Council for approval.

PUBLIC HEARING:
Mayor Spellman declared a Public Hearing on CB21, an Ordinance approving the inclusion of property into the Black Hawk Business Improvement District and changing the boundaries of the District consistent therewith open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE
Alderman Midcap MOVED and was SECONDED by Alderman Armbright to approve CB21, an Ordinance approving the inclusion of property into the Black Hawk Business Improvement District and changing the boundaries of the District consistent therewith.

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

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item. He said the 2017 Legislative Session recently passed a Bill authorizing municipal courts to seal certain records. This Ordinance would allow the City to charge court costs authorized by the Bill to seal those records.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB22, an Ordinance amending Section 2-132 of the Black Hawk Municipal Code regarding the Imposition of Court Costs to cover fees associated with sealing records open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve CB22, an Ordinance amending Section 2-132 of the Black Hawk Municipal Code regarding the Imposition of Court Costs to cover fees associated with sealing records.

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

8. ACTION ITEMS:

A. Resolution 56-2017, A Resolution Approving the City of Black Hawk Fee Schedule, as Further Amended

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained the housekeeping proposal to the Fee Schedule: to update the electrical fees by removing the 15% administrative fee from the permit portion of the fee schedule, as the City already collects a portion of the permit that goes back to the City; to rearrange the Land Use fees for better clarity, and to add the Private Social Club Permit fee.

MOTION TO APPROVE Alderman Torres MOVED and was SECONDED by Alderman Armbright to approve Resolution 56-2017, a Resolution approving the City of Black Hawk Fee Schedule, as further amended.

MOTION PASSED There was no discussion and the motion PASSED unanimously.
B. Resolution 57-2017, A Resolution Approving a Change Order in the Total Amount of $112,515.00 for the Rehabilitation and Site Work for the Property Located at 211 Horn Street

Mayor Spellman read the title and noted that Alderman Torres had left the dais.

Community Planning and Development Administrator Linker introduced this item. She said this change order is for alternate #7 and #8 of the original bid package. Alternate #7 is for the full rehabilitation of the historic shed and alternate #8 is for the installation of the conduit to the shed. She said she had a conversation with the homeowners and to maintain the historic integrity of the historic portion of the shed, and to make it structurally sound and watertight, the homeowners elected to demolish the non-historic portion of the shed, keeping the concrete foundation in place. She confirmed this change order includes that demolition and it is strictly stabilizing the structure, there is no interior work being done.

MOTION TO APPROVE

Alderman Moates MOVED and was SECONDED by Alderman Midcap to approve Resolution 57-2017, a Resolution approving a Change Order in the total amount of $112,515.00 for the rehabilitation and site work for the property located at 211 Horn Street.

MOTION PASSED

There was no discussion and the motion PASSED 5-0 with Alderman Torres recusing himself.

C. Resolution 58-2017, A Resolution Awarding the Bid and Approving the Contract Between the City of Black Hawk and Apex Pavement Solutions in an Amount Not to Exceed $149,744.00, Plus a Materials Testing Allowance of $4,000.00 for Construction of Miscellaneous Asphalt Paving

Mayor Spellman read the title.

Public Works Director Isbester and Street Superintendent Schaller explained the asphalt paving project of a 30’ wide strip across Miners Mesa and the overflow parking area at the Annex.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 58-2017, a Resolution awarding the bid and approving the contract between the City of Black Hawk and Apex Pavement Solutions in an amount not to exceed $149,744.00, plus a materials testing allowance of $4,000.00 for construction of miscellaneous asphalt paving.
MOTION PASSED There was no discussion and the motion PASSED unanimously.

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

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

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 for Executive Session for specific legal questions related to Senate Bill 16-73, the Excel Franchise Agreement, and potential legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION Alderman Bennett MOVED and was SECONDED by Alderman Armbright to adjourn into Executive Session at 3:05 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(4)(b).

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

MOTION TO ADJOURN Alderman Bennett MOVED and was SECONDED by Alderman Armbright to adjourn the Executive Session at 3:55 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 3:55 p.m.

Melissa A. Greiner  
City Clerk

David D. Spellman  
Mayor
RESOLUTION 59-2017
A RESOLUTION
ADOPTING THE
REVISED COMMUNITY
RESTORATION AND
PRESERVATION GUIDE
TO PROGRAMS,
REVISED SEPTEMBER
2017
TITLE: A RESOLUTION ADOPTING THE REVISED COMMUNITY RESTORATION AND PRESERVATION GUIDE TO PROGRAMS, REVISED SEPTEMBER 2017

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

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

Section 1. The Preservation Easement Program component of the City of Black Hawk Community Restoration and Preservation Guide to Programs, as revised dated September 2017, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved.

Section 2. The Historic Restoration and Community Preservation Fund Rehabilitation Grant Guide to Programs component of the City of Black Hawk Community Restoration and Preservation Guide to Programs, as revised dated September 2017, attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved.

Section 3. The September 2017 City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised, shall apply to projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 27th day of September, 2017.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: The ADOPTION of the two separate Guides to Programs for Rehabilitation Grant and Historic Preservation based on the criteria set forth as outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal.

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

MOTION TO APPROVE Resolution No. 59-2017, a Resolution adopting the revised Community Restoration and Preservation Guide to Programs, revised September 2017.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
City Council previously adopted a revision in July 2017 under Resolution 53-2017. Since that adoption, City staff discovered that all references to the provision of the Historic Preservation Easement Program that allows a property owner to seek a release of the Historic Preservation Easement after a period of ten (10) years, thereby causing such Historic Preservation Easements to remain perpetual had not been deleted. The attached revision accomplishes that task.

AGENDA DATE: September 27, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D Administrator
DOCUMENTS ATTACHED: Resolution No. 59-2017, Exhibits A and B
RECORD: [ ] Yes [X] No
CITY ATTORNEY REVIEW: [ X ] Yes [ ] N/A
SUBMITTED BY: Cynthia L. Linker, CP&D Administrator
REVIEWED BY: Jack D. Lewis, City Manager
RESOLUTION - EXHIBIT A

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

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Exhibit I Historic Preservation Easement Agreement (Deed Restriction)
Exhibit II Material Allowance List (Not Applicable to Preservation Easement)
Exhibit III Historic Preservation Easement Program Application
Exhibit IV Historic Preservation Easement Home Program Outline
Exhibit V Referenced City of Black Hawk Ordinances and Resolutions
Exhibit VI Funding Matrix
PLEASE TAKE NOTE

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

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

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

IF YOU AGREE TO PARTICIPATE IN THE HISTORIC PRESERVATION EASEMENT PROGRAM, YOU SHOULD CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE BENEFITS DESCRIBED IN THE HISTORIC PRESERVATION AND RESTORATION EASEMENT PROGRAM.
SECTION 1: PROGRAM OVERVIEW

a. BACKGROUND

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

b. PURPOSE

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

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

c. DEFINITIONS

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

3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.

4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.

5. Certificate of Appropriateness (COA): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of a historic landmark. A COA, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval must be provided by the Historic Preservation Commission.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City’s character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.

8. City Staff: An employee of the City of Black Hawk.

9. General Contractor: The contracting company selected to oversee and manage the construction work.

10. Construction Hard Costs: Costs related to labor and materials. Can also be referred to as “direct costs”. A detailed breakdown of direct costs can be found on the Exterior and Interior Bid Forms.

11. Construction Soft Costs: Also referred to as “general conditions” or “indirect costs” include costs related to management, overhead and profit fees, permits, insurance, bonds, and other costs, such as dumpsters, portable toilets, weather protection, snow removal, temporary site fencing, etc., not directly related to the physical installation of the Scope of Work. A detailed breakdown of general condition costs can be found on the General Conditions Bid Form.

12. Contributing Structure: Any building, structure, or object included on the property which adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.
13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by the Historic Preservation Commission.

14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.

15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.


17. Habitable: A space in a building or structure for living, sleeping, eating or cooking that is conditioned and has electrical and plumbing services.

18. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.

19. Historic Preservation Easement: A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Program Funds will be expended on the Project in exchange for Property Owner’s execution of a Historic Preservation Easement in favor of the City. The Easement is for ten (10) years and runs with the Property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement. The Easement runs with the land constituting the Property in perpetuity and runs binding upon Grantor and the successors and assigns of Grantor for the benefit of the City. The Historic Preservation Easement is signed prior to Project, but recorded subsequent to Project completion. Work is completed via construction easements granted by the Property Owner. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.

20. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.

21. License Agreement: A licensing agreement refers to a written agreement entered into by the contractual owner of a property or activity giving permission to another to use that property or engage in an activity in relation to that property.
22. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.

23. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.


25. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the significance and/or physical integrity necessary to be listed as contributing.

26. Outbuildings: A building devoted exclusively for storage, not habitable, not attached to a principal building and not served by water and sewer, which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City. Examples of outbuildings include, but are not limited to: sheds, outhouses, coal sheds, carriage houses, detached garages, and carports. Outbuildings may be subject to additional regulations as outlined in the currently adopted version of the International Codes.

27. Owners Representative: An entity designated by the Owner (City of Black Hawk and/or Property Owner) to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.


29. Property Owner (Owner): Property Owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized “Affidavit of Permission” or “Power-of- Attorney” from the Property Owner. For the purposes of this document, the terms Applicant and Property Owner are used interchangeably.

30. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

31. Qualified Properties: Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.
32. Rehabilitation Grant Program (Rehabilitation Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor.

33. Roadway Easement: An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property.

34. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.

35. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.

36. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.

37. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, dumpster, portable toilet, etc.) for a limited amount of time.

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

d. PROGRAM GOALS

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

e. GENERAL PROGRAM INFORMATION

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

1. Projects will only be selected and authorized upon completion of an application in accordance with the requirements described in this Preservation Easement Guide to Programs.

2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner’s ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner’s past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.

3. The City Council shall have the authority in its sole discretion to deny any application submitted for a Preservation Easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.

4. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the program. All Preservation Easement Program Agreements will be signed prior to issuance of Notice to Proceed to the general contractor, but recorded upon completion of project.

5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Preservation Easement Guide to Programs on a prior project, to properly use a Preservation Easement for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.
6. The award of any Preservation Easement to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of Preservation Easement funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk.

7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, the Property Owner’s name and address will be placed (first-come, first served basis) on the list of potential recipients for such Preservation Easement category. If such property is subsequently sold to a new Property Owner, the new Property Owner’s name shall remain in the same priority, if the new Property Owner makes a request in writing within 45 days of the date of notification as set forth herein. As soon as the Community Planning and Development Department is made aware of a change in ownership, the City shall notify the new Property Owner of the opportunity to have the property stay on the list of upcoming Preservation Easement projects. The new Property Owner shall have 45 calendar days to respond to the City’s request. If the new Property Owner does not notify the City of Black Hawk in writing within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect.

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

8. Applications can only be made by the Property Owner, as defined in this Section. City will verify ownership with the County Assessor’s records.

9. This program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers’ standards of normal care for such improvement. Furthermore, no Category of Assistance included in this program is to be utilized as a substitute for a Property Owner’s property insurance policy.
10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be bound by the terms and conditions contained in the Preservation Easement Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners Representative services, and any other costs actually incurred.

11. All projects, whether via contract with the City or Property Owner, shall commence construction within twelve (12) months of the award of any Preservation Easement funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date one (1) year after issuance of the building permit and same date that all available and approved funds should be requested from the City, with appropriate and required receipts and documentation, on or before that day.

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

12. It is the responsibility of the Property Owner subject to any Preservation Easement agreement being completed to keep the improvements paid for with the City-approved grant installed and on the property for a minimum of five (5) years. Changes to the Preservation Easement-paid improvements shall not be allowed (external to the building and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Preservation Easement.
f. GENERAL EVALUATION CRITERIA

1. The City’s decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Preservation Easement Guide to Programs for any proposed project and the support that the project provides to the advancement of the City’s restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:

   A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.

   B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.

   C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.

   D. Undertake critically needed improvements, restoration, and preservation of properties.

2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:

   A. The significance of the property involved.

   B. The physical condition of the property.

   C. The quality of maintenance and repairs made to the property.

   D. The quality of the proposal and the completeness of the application.

   E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.
SECTION 2: CATEGORIES OF ASSISTANCE

a. CATEGORIES OF ASSISTANCE

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

1. Historic Habitable Square Footage Component
2. Non-Historic Square Footage Component
3. Site Work Component

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

b. DESCRIPTION OF COMPONENTS

1. **Historic Habitable Square Footage**
   
   The Historic Habitable Square Footage Component is available to provide exterior preservation, stabilization and repair of the habitable Qualifying Historic House. Funding for a Historic Habitable House Square Footage Category of Assistance is required to be achieved through a Preservation Easement Grant as detailed in the attached Exhibit VI: Funding Matrix. Please consult with City staff and the Owners Representative to fully understand the program goals and how a specific request for this component will be processed. The Site Work Component Categories of Assistance (rock walls, drainage/erosion control, site remediation, stairs, tree removal, fencing, and outbuildings) will be included in this component as well.

2. **Non-Historic Square Footage Component**
   
   Any Non-Historic square footage improvements are fully paid for by the property owner and include:
   a. Design
   b. Wall/floor/ceiling finishes and trim (interior).
   c. Wall/roof insulation.
   d. Light fixtures, switches and outlets. To include wiring.
   e. Exterior siding and trim.
   f. Roofing assembly and gutters/downspouts.
   g. Heating source.
   h. Windows, doors (interior and exterior).
   i. Specific site improvements associated with addition
Each project is evaluated individually, so more costs may apply. The property owner will be responsible for paying all general conditions costs associated with the non-historic square footage improvements. General conditions will be included in the lump sum bid of the general contractor or calculated as a percentage of the total general conditions given in the General Conditions Bid Form.

3. **Site Work Component**

   The Site Work Component retains the historic integrity of the property and is available for site stabilization, drainage, and remediation of Qualified Properties, which may include, but is not limited to:

   a. Repair or replacement of existing rock walls and/or construction of new rock walls or other types of retaining structures

      i. **Easement Area:** The Area of the Easement for Rock Retaining Walls encompasses any rock retaining wall within the immediate vicinity of the house, including the street side rock retaining walls. Walls that directly control erosion or drainage for the main house or historic outbuildings, or rock walls that are components of the Qualified Properties’ historic environs are the focus of the Preservation Easement.

      ii. **Scope of Easement:** The Scope of the Preservation Easement is guided by the parameters set forth in Section 2.4 of the City of Black Hawk Residential Design Guidelines and the guiding principles below. The property owner should review the guidelines below to fully understand how rock retaining walls will be handled for all Preservation Easement projects. City Council has the final decision with regard to how the Design Guidelines and the guiding principles below are administered on each individual project.

      iii. **Retaining Walls**

         1. Historic stone walls and other site features that are deteriorated should be repaired, restored, or replaced to maintain the historic integrity of the property.

            a. Examples of deterioration include: collapsed sections, areas missing stones, vegetation adverse to the function or appearance of the wall.

            b. All walls being repaired or replaced should be built using the City of Black Hawk standard details. Where applicable, IRC Section R105.2 may be applied to avoid using the standard details.

            c. Extent of repairs to be determined during scope of work phase.

         2. Native stone retaining walls are encouraged.

            a. Stone walls should be similar in appearance to those seen historically, including finishing, joining and height.

            b. All walls should be built following an Ashlar pattern.
3. Retaining walls should be of dry stone or stone masonry and be compatible with other features onsite.
   a. Where any rock retaining walls are removed, an equal amount of rock wall shall be constructed as a part of the project.
   b. All rock retaining walls shall have a dry stack appearance; false materials are inappropriate.
   c. Log and railroad ties may be considered on a limited basis as cribbing, provided that the horizontal method of construction is used. *It is appropriate to replace existing cribbing with a rock retaining wall.*
   d. Unfazed concrete, Jersey Barriers, artificial brick or stone, smooth block or concrete, slump block, stucco and rustic brick are not appropriate for use as retaining walls. These non-rock retaining walls may be used in areas that are not visible from the City’s Right-of-Way per approval by City Council. All walls visible from the City’s Right-of-Way should be or rock veneer retaining walls and have the same treatment on all exposed sides.
   e. All concrete walls to be stained to match the surrounding area and is subject to City review and approval.
4. Painting or plastering over stone walls is inappropriate.
5. Use walls to prevent erosion and drainage issues and not for esthetic or landscape purposes.
6. Stone cap elements should be used on top of stone or masonry walls. The cap should be sloped and extend 1”-2” beyond the edge of the wall to allow water to drip off the cap rather than run down the face of the wall.
7. Regrade as necessary to ensure that storm water and snow-melt drain away from the building.
8. It is important that historic walls be retained and kept in good repair.
9. Where wall failure has occurred, determine the sources of the damage and make the necessary repairs.
10. Where necessary, reduce water pressure behind retaining walls by providing drains to allow moisture to pass through or around the wall.
11. Do not increase the height of historic retaining walls by adding stone courses.
12. Stone used in stone walls should reflect the scale and height of the wall. Tall and expansive walls should be constructed of larger stone and short and low walls should be constructed of small stone.
b. Site grading to allow for appropriate drainage to or from a site
   i. Topography and Grade
      1. Retain existing natural drainage patterns where possible; design new
         drainage systems to complement and follow the existing terrain.
         a. Design drainage systems and storm water detention basins as
            amenities.
         b. Ensure that project plans do not cause water to drain onto
            adjacent properties.
         c. To preclude water damage to the base of the building, examine
            the grade of the surrounding site. Re-grade as necessary to
            ensure that storm water and snow-melt drain away from the
            building.
   c. Site Remediation
      i. Site remediation projects to remove mine waste rock or contaminated
         mine tailings, which have been identified as presenting a danger to public
         health and safety.
   d. Tree Removal
      i. Landscaping
         1. Consider removing trees that are causing damage to historic buildings
            and/or walls.

The Site Work Component may also include the addition of a fence to secure the
perimeter of a Qualified Property, and will typically include one gate in order to provide
access to the property. If an additional gate and/or gates are required in order to provide
for a functional perimeter fence system, the cost for these additional gate(s) may be
covered by the Historic Preservation Easement Fund if deemed appropriate and approved
by the City Council. Wrought iron and wood fences should be installed along the street
side property line and elsewhere it is visible from the City’s Right-of-Way. Appropriate
woven wire fencing should be used to enclose the remainder of the property. The scope
of the Preservation Easement is guided by the parameters set forth in Section 2.3 of the
City of Black Hawk Residential Design Guidelines.
   i. Fencing
      Historically, fences were used to define property edges. Fences and
      railings in Black Hawk were generally constructed of wood and hand rails
      and posts that were significantly larger than their balusters. Some metal
      fences also were used. Today, railings and fences of metal, wood and
      stone walls will be considered. These should be compatible with the
      historic setting. Consult Community Planning and Development prior to
      planning a fence project.
      1. Painted wood, wrought iron, picket, woven wire, rail or stone
         fences are appropriate in residential-type areas.
         a. Wrought iron fencing should be either black or rust
            colored.
      2. Preserve original fences where possible, replacing only those
         portions that are deteriorated beyond repair.
3. Avoid solid or stockade wood fences, chain link, concrete block, plastic, fiberglass or plywood fences.
4. Fences shall be similar to those seen historically.
   a. Fences should not exceed 42 inches in height in the front yard, and should not be less than 34 inches in height except variation may occur at grade changes.
   b. The gap at the bottom of the fence should be minimized. A 4” gap, maximum, is recommended.
   c. Fence gates should be of metal or wood, or of the same material and design as the fence which they are a part.
5. Materials which are architecturally compatible with the primary building on the site or with the streetscape and landscaping of the site should be used.

The Site Work Component may also be applied to qualified historic outbuildings. For the purposes of the Preservation Easement, an “Outbuilding”, as defined in the above definition, would include, but not be limited to, sheds, outhouses, coal sheds, carriage houses, detached garages, and carports that qualify as historic per the Preservation Easement. The intent is stabilization of the structure.

i. The scope of the Preservation Easement with regard to the rehabilitation of outbuildings is fully outlined below and reviewed and approved on a case by case basis by the City. The historic character of the structure shall be retained and preserved. Some outbuildings have changed over time; those changes that have acquired historic significance in their own right shall be retained and preserved. The scope of work should not change the buildings historic style. Replacement doors, windows, and siding should protect and reinforce the historic character. The scope of work accomplishes this by doing minimal repairs to the structural components and exterior envelop as necessary to stabilize and protect the outbuilding. City Council has final approval to determine the scope of work on each outbuilding. Further details are provided below for each component in the scope of work:

1. Excavation
   a. Remove material against outbuilding as necessary to stabilize structure and make repairs.
2. Necessary Tree Removal
   a. Remove trees as necessary to stabilize structure or to solve drainage or erosion control issues.
3. Deteriorated Historic Rock Walls
   a. Refer to above section regarding Retaining Walls for further guidance.
4. Foundation Systems  
   a. Foundations will be address only as necessary to stabilize the structure. New retaining walls will be installed only to prevent erosion and drainage issues, per Retaining Wall section above.

5. Interior Floor  
   a. Existing interior floor condition will be evaluated by City Staff to determine if replacement or repair is appropriate.  
   b. Any damage to existing interior floor during rehabilitation will be repaired or replaced depending on extent of damage.

6. Exterior Doors and Hardware  
   a. Reuse historic door and hardware where possible. Add hasp where necessary. Any door replacement will be evaluated by City Staff.  
   b. Door replacement shall not exceed the cost as outlined in the project specific Materials Allowance.

7. Exterior Windows  
   a. Any existing windows will be replaced with a new fixed window assembly with single pane glass.  
   b. Window replacement shall not exceed the cost as outlined in project specific Materials Allowance.

8. Exterior Siding and Trim  
   a. Rotted or damaged siding and trim will be replaced in kind. Non-historically appropriate materials will be replaced with materials compatible with the historic style.  
   b. Appropriate materials include; vertical board and batten siding, wood clapboard siding, native stone, brick, and sheet metal siding.

9. Roofing  
   a. Material will be asphalt shingles, rolled roofing or metal roofing to match the house or the original historic style.

10. Sheet Metal and Flashing  
    a. Roof will be flashed as necessary to make the structure water tight.

11. Chimney  
    a. Restore exterior portion if existing.

12. Roof Framing Systems/Roof Replacement  
    a. Rotted or missing framing will be replaced to stabilize structure.

13. Exterior Wall Construction  
    a. Rotted or missing framing will be replaced to stabilize structure. Sheathing will be added as necessary to support siding.
14. Interior finishes (Drywall, insulation, vapor barrier, etc.)
   a. If existing, condition of interior finishes to be evaluated by the City.
   b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.

15. Fixed interior elements (Work benches, shelves, peg board, etc.) if existing.
   a. If existing, condition of fixed interior elements to be evaluated by the City.
   b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.

16. Insulation/Vapor Barrier if existing.
   a. If existing, condition of insulation and vapor barrier to be evaluated by the City.
   b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.

17. Electrical
   a. If existing, extend new service to exterior of structure.

18. Gutters and downspouts
   a. Replace in areas currently existing.

19. Excluded from Program
   a. Gutters and downspouts if not existing.
   b. Electrical if not existing.
   c. Plumbing
   d. Mechanical
   e. Interior finishes (Drywall, insulation, vapor barrier, etc.) if not existing.
   f. Fixed interior elements (Work benches, shelves, peg board, etc.) if not existing.
   g. Insulation/Vapor Barrier if not existing.

Detailed bids will be required to be requested from qualified and financially sound General Contractors in accordance with the City’s adopted Purchasing Policy. General Contractors must meet all pre-qualification requirements prior to execution of a contract.

Site Work Component funding may be available to previous Program Grant recipients. Applications will be reviewed by the City Council on a case-by-case basis via Certificate of Appropriateness, if applicable, after a recommendation by HPC. In the event a Historic Habitable Square Footage Preservation Easement is awarded within three (3) years of the City Council awarding a Site Work grant, the Property Owner agrees to reimburse the City in full the total amount awarded on the Site Work Grant for construction hard costs only, prior to the award of the Historic Habitable Square Footage Preservation Easement.
This program is not intended for, and should not be used as a substitute for, routine upkeep and care of a house, structure, property or prior improvements to the home and/or property.

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

Please consult with City staff and the Owners Representative to fully understand how a specific request for this component will be processed.
SECTION 3: HISTORIC PRESERVATION EASEMENT PROGRAM

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

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

1. The Historic Preservation Easement work will be performed by the City consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of Appropriateness is required with all projects. The Property Owner agrees to work with the Architect and his/her design team, City staff, Owners Representative and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials, and character defining features (exterior only) are to remain, or be addressed appropriately in accordance with the standards and guidelines.

2. A Qualified Property cannot receive more than one (1) grant in each category, or in this case, approval of an application within the Historic Preservation Easement Program within any one-year period.

3. A Qualified Property must be located within a national historic landmark district, or within an area listed on the national register of historic places.

4. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.

5. Applications shall not be accepted from a private individual that does not own the residential property that is to be restored or preserved. Applications shall only be accepted from a defined Property Owner.

6. The City will pay for all work performed pursuant to the Historic Preservation Easement Program.

7. A Historic Preservation Easement Program application shall not be made for more than one (1) year at a time.

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1 An Applicant should be aware that the provisions of the Historic Preservation Easement Program, while in many respects is similar to the Rehabilitation Grant Program, does differ in many significant respects because of the fact any project under the Historic Preservation Easement Program will be a City of Black Hawk project. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.
8. A member of the City Council of the City of Black Hawk and members of HPC shall disclose any personal interest in the Historic Preservation Easement Program before voting on the application.

9. Property Owner shall grant to the City a Historic Preservation Easement, and agree to encumber the property with the Easement, and the Property Owner shall further grant to the City the associated Temporary Construction Easements on the property that is the subject of the Project. The term of the Historic Preservation Easement shall be ten (10) years and runs with the property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement. The Easement runs with the land constituting the Property in perpetuity and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

10. Determination of what work will be performed pursuant to the Historic Preservation Easement Program is at the sole discretion of the Board of Aldermen, and is subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

b. CITY CONTROLS

1. Property Owner s with eligible property must submit a program application for a grant under the Rehabilitation Grant Program to the City (Exhibit III).

   A. In addition to proving eligibility, the application provides information regarding the location of the property to be restored and the extent of restoration proposed.

   B. The application shall state:

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

2. Along with the approval of an application by the City, owners must enter into legal agreements with the City which describe the terms for participation in the Preservation Easement Program. Participation in the Preservation Easement Program requires a Preservation Easement Agreement. A copy of this document is included in the appendices to Exhibit I. The Agreement indicates that:

   a. The City and Property Owner will agree to the specific scope of the project as described in the construction drawings and project manual and schedule of the Project, and the City will send the Project out to bid to at least three (3) pre-qualified and financially sound General Contractors.
b. The City selects the General Contractor(s) (which means that the General Contractor for this portion of the project could be different from the Property Owner’s Rehabilitation Grant Contractor selected by the Property Owner), uses a City-selected Owners Representative, negotiates the schedule, and pays the approved General Contractor(s) directly from the Program Funds. It is strongly recommended that the Property Owner use the same General Contractor for any Rehabilitation Grant work that is separately contracted.

3. Program Funds will be expended on the Project in exchange for Property Owner’s execution of a Historic Preservation Easement in favor of the City. As noted previously, this Easement is for ten (10) years and runs with the property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement. The Easement runs with the land constituting the Property in perpetuity and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

4. Historic Preservation Easement Program provisions (signed prior to Project, but recorded subsequent to Project completion) are in pertinent part as follows [a complete form of the Easement is attached hereto in the appendices to Exhibit I]:

A. The exterior shall not be significantly altered either visually or structurally. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.

B. No demolition of existing structure is allowed without consent of the City. However, dismantling and storage of existing structure for reassembly is allowed.

C. No additional structural elements or architectural features may be added/built without the consent of the City.

D. The structure must be maintained in a good state of repair and be consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

E. The City maintains a right of entry to inspect the property’s interior and exterior at any time during construction.

F. Remedies for Property Owner’s breach of the Easement:
   i. Injunctive Relief
   ii. Liquidated Damages
   iii. City right of entry to make repairs at Property Owner’s expense (lien)
5. If a mortgage or line of credit is recorded on the property, the mortgage holder must complete a Subordination of Rights [a complete form of the Easement is attached hereto in the appendices to Exhibit A] prior to any work being performed at the property. If the mortgage holder refuses to execute such document, the application for the Preservation Easement Program will be denied.
Appendix 1 is intended as a resource to educate and inform the Property Owner to the extent they completely comprehend and understand the Historic Preservation Easement program review process and procedure.

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

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

1. **Application Phase.**
   a. Initial Application Phase
   b. Orientation Meeting
   c. Update Application

2. **Scope of Work Phase.**
   a. Historic Research
   b. On-site Strategy Meeting
   c. Existing Conditions
   d. Inspections and Testing
   e. Appraisal Report

3. **Agreement and Contracts Phase.**
   a. Rehabilitation Grant Agreement
   b. Historic Preservation Easement Agreement
   c. Lender’s Request for Subordination of Rights
   d. W-9
   e. Power of Attorney or Affidavit of Permission, if applicable
   f. State and Federal Tax Liability
   g. Boundary Line Agreements; if applicable
   h. Temporary Construction Easement between Applicant and City
   i. Temporary Construction Easement between Neighboring Properties and City
   j. Roadway Easement; if applicable
   k. License Agreement; if applicable
4. **Architect Bid Phase.**
   a. Architect Bid Process
   b. Bid Selection
   c. Project Design Start-up

5. **Design Process Phase.**
   a. Abatement and Remediation
   b. Conceptual Design
   c. Schematic Design
   d. Design Development
   e. Construction Drawings

6. **Historic Preservation Commission and City Council Approval Phase**
   a. Historic Preservation Commission Review and Approval
   b. City Council Review and Approval

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

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

9. **Close-Out Phase.**
   a. Construction Close-out
   b. Rehabilitation Grant Close-out
   c. Preservation Easement Close-out
Acknowledgement by Property Owner

The Property Owner has:

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

Property Owner

By: ______________________________

Date: ______________________________

Approved by Resolution XX-2017 on September XX, 2017
EXHIBIT I

HISTORIC PRESERVATION EASEMENT AGREEMENT – (DEED RESTRICTION)
HISTORIC PRESERVATION EASEMENT

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

WITNESSETH

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

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

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

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

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

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

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

Approved by Resolution XX-2017 on September XX, 2017
b. Scope of Easement. This Easement conveys to the City an interest in the Structure as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

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

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

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

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

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

2. City Review Procedures. The City has the discretion when reviewing applications under Section 1, to give or withhold its consent, conditionally or unconditionally, but such consent shall not be unreasonably withheld, conditioned or delayed. “Consent” as used herein, means that the City shall have given or withheld its prior written consent to the requested action, or approval. The basis for the City’s review of and Consent to proposed changes to the Project shall be the Standards.
3. **Owner’s Representative Payment.** The City hereby agrees to reimburse Grantor for all Owner’s Representative fees incurred on the project, provided that the Owner’s Representative is a third party Owner’s Representative consulting firm or individual hired to perform the Owner’s Representative tasks and that such individual or firm is not the Grantor themselves, related to the Grantor, or an employer of someone related to the Grantor.

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

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

6. **Increased Value.** For any Project that expends funds in excess of fifty thousand dollars ($50,000), if Grantor sells the Property within five (5) years of the date the Project is completed; Grantor agrees to pay the City the “Increased Value” of the Property on a pro-rated basis as follows:

   a. The “Increased Value” of the Property shall be determined in the following manner:

      i. Before any work has begun on the Project, the Property’s “Pre-Project Value” shall be determined by a certified appraiser chosen by the City.

      ii. The Increased Value shall be calculated by subtracting the Pre-Project Value from the price paid by the purchaser of the Property subsequent to completion of the Project.

   b. The amount to be paid to the City shall equal the amount of the Increased Value less an amount equal to one-fifth (1/5) of the amount of the Increased Value for each full year occurring between the date the Project is completed and the date of the sale of the Property.

7. **Condemnation.** Grantor shall notify the City of any condemnation proceeding with respect to the Property. The City has the option, but not the obligation, to participate in any action or settlement with respect to any condemnation and to claim the pro-rated portion of any Increased Value of any net proceeds calculated in accordance with the provisions of paragraph 5.
8. **Remedies for Breach.**

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

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

9. **Nature and Duration.** The covenants, conditions and restrictions in this Easement run with the land constituting the Property in perpetuity and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

10. **Indemnification.** Grantor shall hold harmless, indemnify and defend the City and its officers, employees, agents and contractors, successors and assigns of each of them (collectively, “Indemnified Parties”) from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, or judgments (collectively, “Claims”) in any way related to: (1) any real property taxes and general or special assessments assessed and levied against the Project; or (2) this Easement, the conveyance or possession thereof or the exercise of any rights hereunder, excluding, however, any Claims based in whole or in part upon the gross negligence or willful misconduct of any Indemnified Party, provided that the Indemnified Party gives Grantor prompt notice of each such Claim, cooperates in the defense thereof, and Grantor shall have the sole right to defend and/or settle each such Claim.
11. **Entire Agreement and Severability.** This instrument and the attached Exhibits contain the entire agreement of the parties with respect to the Easement and supersede any prior agreements relating to the Easement. If any provision of this Easement is held unenforceable by a court of competent jurisdiction, the remainder of the Easement shall continue in full force and effect.

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

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

14. **Amendments.** This Easement may be amended only by a written instrument signed by Grantor and the City.
WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

CITY OF BLACK HAWK

___________________________________
David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
GRANTOR

By: ________________________________
Insert Grantor Name

STATE OF COLORADO )
COUNTY OF _________________ )

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

My commission expires: ________________________________

(S E A L)

_________________________________________
Notary Public
EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

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

HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY
Based upon the 1991 Black Hawk – Central City Historic District Inventory and resurvey of 2011.

PROPERTY AND STRUCTURE MAINTENANCE
In accordance with The Secretary of the Interior’s Standards and Guidelines for the Treatment of Historic Properties
EXHIBIT C
SECURITY INSTRUMENT

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

OR

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

PARTIAL SUBORDINATION OF RIGHTS

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

OR

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no request for partial subordination of rights is required.
REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS
Page 1 of 2

__________________________

Date

__________________________

Original Grantor (Borrower)

__________________________

Original Beneficiary (Lender)

__________________________

Date of Deed of Trust

__________________________

Recording Date of Deed of Trust

__________________________

County of Recording of Recorded Deed of Trust

__________________________

Reception No. of Recorded Deed of Trust

__________________________

Book and Page of Recorded Deed of Trust

__________________________

BORROWER:

STATE OF COLORADO )

COUNTY OF ________________________ )ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___________ day of ______
__________________________, 20____ by ________________________________ Borrower.

My commission expires: ________________________________

(SEAL)

______________

Notary

Approved by Resolution XX-2017 on September XX, 2017
PARTIAL SUBORDINATION OF RIGHTS
Page 2 of 2

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

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

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

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

LENDER:

By:______________________________________________________

Its:______________________________________________________

Attest:____________________________________________________

CITY OF _____________________________, STATE OF _____________________________

Please return signed original to:
Cynthia Linker, Community Planning and Development Administrator
City of Black Hawk, PO Box 68, Black Hawk, CO 80422 - 303-582-0615 – clinker@cityofblackhawk.org
PARTIAL SUBORDINATION OF RIGHTS
COVER LETTER EXAMPLE

Date: ___________________________
Lender: ___________________________
_________________________________
_________________________________
_________________________________
Re: Request for Partial Subordination of Rights
Property Address: ___________________________

To Whom It May Concern:

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

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

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

Sincerely,

_________________________________
Property Owner
EXHIBIT II

MATERIALS ALLOWANCE

THIS EXHIBIT IS NOT APPLICABLE TO THE PRESERVATION EASEMENT PROGRAM
EXHIBIT III

HISTORIC PRESERVATION EASEMENT PROGRAM APPLICATION
HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND
PRESERVATION EASEMENT APPLICATION

GENERAL INFORMATION:
Grant Year: _______________  Today’s Date: _______________
Property Street Address: ____________________________________________________________
Property Owner(s): ________________________________________________________________
Owner(s) Mailing Address: _________________________________________________________
Owner(s) Telephone No.: (H) ____________________(W) __________________(Cell) _________________
Email Address: ________________________________________________________________
Contact Person (if different from owner)
Contact Telephone No.: (H) _____________________(W) __________________(Cell) _________________
Email Address: ________________________________________________________________

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

For the purpose of this document, Applicant and Property Owner are considered one in the same and are
interchangeable.

Please check the appropriate box of the type of grant you are applying for. Refer to the “Preservation
Easement Guide to Programs” for information relating to each program.

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

- Historic Habitable Square Footage Component  □
- Non-Historic Square Footage Component  □
- Site Work Component  □

Office Use Only. Do not write below this line.
Date Received:___________________________________________
Grant No.: ______________________________________________
Related Grant No’s.:_____________________________________
Project No.: ____________________________________________

Approved by Resolution XX-2017 on September XX, 2017
**PROJECT INFORMATION:**

**Description of Proposed Project**

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

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

**Process and Procedure**

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

The award of any grant is subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk.

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

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

**Temporary Construction Easement and Deed Restriction**

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

**Cost Responsibility**

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

1. To read the applicable “Historic Preservation Easement Fund Guide to Programs,” and fully understand the terms and conditions of the City’s program as it relates to the Property.

2. In reliance upon this Application, the City will commence making expenditures to benefit the Property. Applicant/Applicant agrees to be bound by the terms and conditions contained in the “Historic Preservation Easement Fund Guide to Programs” and to complete the project set forth in the Application. In the event Applicant determines not to proceed with construction of the Project, Applicant shall be responsible for reimbursing the City for actual costs incurred by the City in creating any architectural renderings, plans, civil construction plans, surveying, and any other costs actually incurred by the City in reliance on the Application.

3. The Applicant understands he/she is responsible for paying certain costs set forth above in the event Applicant decides not to proceed with the Project.

**Tax Liability**

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

As such, the City will not be reporting the cost of the work to State and Federal taxing authorities.
If it is determined by the Internal Revenue Service or the Colorado Department of Revenue that the cost of the projects is taxable income to the Applicant, the City will reimburse Applicant for additional state and federal taxes paid by recipients that are directly attributable to the cost of the project.

Regardless of the City’s agreement to reimburse Applicants for the initial State and Federal tax burden of a grant, the obligation to pay any taxes shall remain the responsibility of the Applicant.

If Applicant agrees to participate in the Historic Preservation Easement Program, the City recommends him/her contact a tax advisor and seeks legal advice concerning any potential tax liability that may be incurred as a result of receiving any of the benefits described in the Historic Preservation Easement Fund Program.

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

_________________________________________ ______________________
Applicant Signature Date
TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

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

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

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

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.
WITNESS our hand(s) and seal(s) this _____ day of ____________, 20____.

GRANTOR:

BY: __________________________
TITLE: _______________________

BY: __________________________
TITLE: _______________________

STATE OF COLORADO )
) ss.
COUNTY OF )

The foregoing instrument was acknowledged before me this ____ day of ____________, 20____ by
_____________________________________, as _____________________________, for
_______________________________________________________________________.

WITNESS my hand and official seal.

My Commission Expires:__________________________

Notary Public
Address:

Approved by Resolution XX-2017 on September XX, 2017
GRANTEE: CITY OF BLACK HAWK

By: _______________________________ Date: __________________
    David D. Spellman, Mayor

Attest: _____________________________
    Melissa A. Greiner, City Clerk

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

Approved by Resolution XX-2017 on September XX, 2017
HISTORIC PRESERVATION EASEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

      i. The exterior of the Structure, including interior drywall and the sub-floor, is not to be visually or structurally altered from the condition existing as of the Effective Date of this Easement without the City’s Consent. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.
ii. The Structure shall not be demolished and no new structures or additions of any kind to the exterior of the Structure, including interior drywall and the sub-floor, may be constructed at the Property without the City’s Consent, except as may be required by law.

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

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

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

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

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

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

6. **Increased Value.** For any Project that expends funds in excess of fifty thousand dollars ($50,000), if Grantor sells the Property within five (5) years of the date the Project is completed, Grantor agrees to pay the City the “Increased Value” of the Property on a pro-rated basis as follows:

   a. The “Increased Value” of the Property shall be determined in the following manner:

      i. Before any work has begun on the Project, the Property’s “Pre-Project Value” shall be determined by a certified appraiser chosen by the City.

      ii. The Increased Value shall be calculated by subtracting the Pre-Project Value from the price paid by the purchaser of the Property subsequent to completion of the Project.

   b. The amount to be paid to the City shall equal the amount of the Increased Value less an amount equal to one-fifth (1/5) of the amount of the Increased Value for each full year occurring between the date the Project is completed and the date of the sale of the Property.

7. **Condemnation.** Grantor shall notify the City of any condemnation proceeding with respect to the Property. The City has the option, but not the obligation, to participate in any action or settlement with respect to any condemnation and to claim the pro-rated portion of any Increased Value of any net proceeds calculated in accordance with the provisions of paragraph 5.

8. **Remedies for Breach.**

   a. Upon a breach of any provision of this Easement, the City may pursue all available legal and equitable remedies, including injunction, to prevent or seek remedy for such violation. The prevailing party in any enforcement shall be entitled to reasonable attorney fees, costs and expenses. Grantor expressly agrees that if Grantor directly acts, or Grantor’s officers, agents, representatives or employees directly act pursuant to Grantor’s instructions, to cause a demolition or willful destruction of a material portion of the Property including the Structure, the City, in addition to any other equitable relief, is entitled to recover as liquidated damages the Increased Value of the Project prior to such demolition or destruction. Grantor agrees for itself and its successors and assigns that such liquidated damages are reasonable as of the Effective Date and
b. If the Property has substantially deteriorated as a result of a breach of subparagraph 1(b)(iii), then the City may send written notice to Grantor requesting that the Project be repaired to achieve a level of maintenance consistent with subparagraph 1(b)(iii). If, within ninety (90) days of receipt of such notice, Grantor fails to commence the implementation of repair actions reasonably satisfactory to the City, then the City or its agents may enter upon the Property and cause repairs to be made at Grantor’s sole expense. Grantor’s failure to reimburse the City for any actions taken by the City pursuant to this paragraph within thirty (30) days of Grantor’s receipt of invoice(s) and supporting documentation for such actions shall constitute a lien on the Property accruing interest at the lesser of the maximum per annum rate permitted by law or 12% (twelve percent) per annum. Upon payment by Grantor of all amounts due to the City pursuant to this paragraph, including all interest accrued hereunder, the City shall deliver to Grantor a release of the lien.

9. Nature and Duration. The covenants, conditions and restrictions in this Easement run with the land constituting the Property in perpetuity and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

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

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

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

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

Approved by Resolution XX-2017 on September XX, 2017
14. **Amendments.** This Easement may be amended only by a written instrument signed by Grantor and the City.

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

**CITY OF BLACK HAWK**

____________________________
David D. Spellman, Mayor

**ATTEST:**

____________________________
Melissa A. Greiner, City Clerk

**APPROVED AS TO FORM:**

____________________________
Corey Y. Hoffmann, City Attorney
GRANTOR

By: ____________________________
   Insert Grantor Name

STATE OF COLORADO )
COUNTY OF ________________ )

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

   My commission expires: ____________________________

(SEAL)

__________________________________________
Notary Public
EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

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

HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY
Based upon the 1991 Black Hawk – Central City Historic District Inventory and resurvey of 2011.

PROPERTY AND STRUCTURE MAINTENANCE
In accordance with The Secretary of the Interior’s Standards and Guidelines for the Treatment of Historic Properties

Approved by Resolution XX-2017 on September XX, 2017
EXHIBIT C

SECURITY INSTRUMENT

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

OR

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

PARTIAL SUBORDINATION OF RIGHTS

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

OR

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no request for partial subordination of rights is required.
REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS
Page 1 of 2

Date

Original Grantor (Borrower)

Original Beneficiary (Lender)

Date of Deed of Trust

Recording Date of Deed of Trust

County of Recording of Recorded Deed of Trust

Reception No. of Recorded Deed of Trust

Book and Page of Recorded Deed of Trust

BORROWER:


STATE OF COLORADO


COUNTY OF


The foregoing instrument was subscribed, sworn to and acknowledged before me this __________ day of ________, 20____, by __________________________________________ Borrower.

My commission expires: __________________________________________

(SEAL)

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

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

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

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

LENDER:

By: 

Its: 

Attest: 

CITY OF ________________________________ STATE OF ________________________________

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

Approved by Resolution XX-2017 on September XX, 2017
PARTIAL SUBORDINATION OF RIGHTS
COVER LETTER EXAMPLE

Date: __________________________

Lender: __________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

To Whom It May Concern:

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

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

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

Sincerely,

___________________________________

Property Owner
EXHIBIT IV

HISTORIC PRESERVATION EASEMENT HOME PROGRAM OUTLINE
PRESERVATION EASEMENT – HOME PROGRAM OUTLINE

DATE: ____________________________________________________________________________________

OWNERS: _________________________________________________________________________________

PROPERTY ADDRESS: ______________________________________________________________________

A. HOUSE INFORMATION:

Year home was built: ______________________________________________________________________

Additions on House: _______________________________________________________________________

Date Addition was added: __________________________________________________________________

Approximate Square Footage of Home: _______________________________________________________

Floors: _________________________________________________________________________________

House Occupied: ☐ YES ☐ NO

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

Approximate Renovation Start Date: _________________________________________________________

B. REASONS PROPERTY OWNER IS REQUESTING RENOVATIONS TO HOUSE:

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

Identified problems in need of repairs:

☐ Roof Leaks. Roof material: ________________________________________________________________

☐ Exterior Wall & Trim Condition. Exterior material: _____________________________________________

☐ Exterior Paint. Condition: __________________________________________________________________

☐ Visible Structural Problems. Roof line: ____________________ Walls: _________________________

☐ Rodent Infestation: ______________________________________________________________________

☐ Crawl Space. Foundation type: __________________________________________________________________

☐ Site Drainage Problems. Location: __________________________________________________________________

Approved by Resolution XX-2017 on September XX, 2017
☐ Mold in House. Locations: ______________________________________________________________

☐ Hazardous (lead paint, asbestos, radon, etc.): ____________________________________________

☐ Condition of Windows: Operable?  ☐ YES  ☐ NO  Number: __________  Age: __________

☐ Porch or Deck. Condition: _____________________________________________________________

☐ Fence. Type and Condition: ___________________________________________________________

☐ Outbuildings. Description: _____________________________________________________________

☐ Site Condition: ______________________________________________________________________

☐ Retaining Walls: Condition, location & size: ______________________________________________

☐ Insulation Exterior Walls, Sub-Floor. Condition: _________________________________________

☐ Subfloor. Condition: __________________________________________________________________

☐ Exterior Walls. Condition: __________________________________________________________________

☐ Exterior Doors. Number, Type & Condition: _______________________________________________

☐ Exterior Historic Elements. Description & Condition: _____________________________________

NOTES: __________________________________________________________________________________
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EXHIBIT V

REFERENCED CITY OF BLACK HAWK RESOLUTIONS
REFERENCED CITY OF BLACK HAWK ORDINANCES AND RESOLUTIONS

**Ordinance 2003-19**
An Ordinance to adopt the City of Black Hawk guidelines for restoration and preservation projects.

**Resolution No. 19-2013**
A Resolution establishing a contingency on Public Improvement projects to be managed at the City Manager’s discretion.

**Resolution No. 3-2014**
A Resolution establishing a contingency on Grant Projects under the Community Restoration and Preservation Fund Grant Program to be managed at the City Manager’s discretion.

**Resolution No. 13-2016**
A Resolution temporarily rebating City Sales tax on retail items delivered to City residential properties for personal consumption and use.

**Resolution 14-2016**
A Resolution temporarily rebating City Use Tax on construction and building materials for residential projects within the City’s National Historic Landmark District.

**Resolution 35-2017**
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK 

COUNCIL BILL NUMBER: 19  
ORDINANCE NUMBER: 2003-19  

TITLE: AN ORDINANCE TO ADOPT THE CITY OF BLACK HAWK GUIDELINES FOR RESTORATION AND PRESERVATION PROJECTS 

WHEREAS, Colo. Const. Art. XVIII, §9(5)(b) provides that the City of Black Hawk may expend monies from their twenty percent (20%) of the state historical fund for the “preservation and restoration” of the City of Black Hawk (the “Twenty Percent”); 

WHEREAS, the City Council of the City of Black Hawk desires to specify the types of projects located within the City of Black Hawk that qualify as being for the “preservation and restoration” of the City of Black Hawk; and 

WHEREAS, the City Council of the City of Black Hawk desires to set forth guidelines of the types of projects for which expenditure of the Twenty Percent is authorized, which are generally described in Exhibit A, which is attached hereto and incorporated by this reference (the “City Preservation and Restoration Projects”); 

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK: 

Section 1. Funds received by the City of Black Hawk from the Twenty Percent as described herein shall only be used for the City Preservation and Restoration Projects as described in Exhibit A. 

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 24th day of September 2003.

Kathryn E. Eccker, Mayor

ATTEST:

Deborah S. Yancey, CMC City Clerk
EXHIBIT A
(Ordinance No. 03-19)

1. Mountain City Project, including the necessary support infrastructure such as parking facilities.

2. Preservation and Restoration of Rockwalls within the City of Black Hawk.


4. City of Black Hawk Community Restoration and Preservation Fund Guide to Programs, so long as the program is in compliance with C.R.S. § 12-47.1-1202.

5. All Public Utility Restoration and Preservation Projects, including, but not limited to, the undergrounding of service facilities, water line replacements, water facility replacements, and pedestrian lighting.

6. Street Restoration Projects, including, but not limited to, improvement of existing street and sidewalk infrastructure such as paving and, where necessary, widening, and the restoration of bridges.

7. All Public Drainage Infrastructure Projects, in order to preserve historic structures within the City.

8. Renovation and Restoration of the Black Hawk City Hall and other existing municipal facilities.

9. Restoration of the City cemetery.

10. Creation and Maintenance of facilities that support the preservation and restoration of the City of Black Hawk, including, but not limited to, the development of museums, heritage tourism, and marketing in support of the preservation and restoration of the City.

11. Implementation of the City of Black Hawk Public Open Space and Heritage Master Plan, including land acquisition.

12. Creation, maintenance, preservation and restoration of publicly owned and governmental facilities that are central to the City of Black Hawk's heritage and culture, including land acquisition to obtain necessary facilities.

13. Creation, maintenance, preservation and restoration of community oriented facilities that are central to the City of Black Hawk's heritage and culture, including land acquisition to obtain necessary facilities.
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 19-2013

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

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

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

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

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

RESOLVED AND PASSED this 24th day of April, 2013.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 3-2014

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

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

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

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

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

RESOLVED AND PASSED this ___ day of ___ , 2014.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 13-2016

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

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

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

A. Said rebate shall only be provided to City residents who can provide proof in the form of a receipt that such sales tax was actually paid;

B. Said receipt shall be submitted to the City for the rebate during the same calendar year in which the sales tax was paid or within thirty (30) days of delivery, whichever is later; and

C. Said rebate shall expire on April 2, 2018.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 14-2016

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

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

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

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

David D. Spallman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 35-2017  

TITLE: A RESOLUTION AMENDING THE HISTORIC PRESERVATION EASEMENT COMPONENT OF THE COMMUNITY RESTORATION AND PRESERVATION GUIDE TO PROGRAMS, REVISED MARCH 2016  

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

WHEREAS, based on previous third party review of the Guide to Programs, the City separated the Rehabilitation Grant Program component from the Historic Preservation Easement Component of the Guide to Programs;  

WHEREAS, the City Council previously determined that the Historic Preservation Easement Component of the Program could be subject to release by the City upon application at the expiration of no less than ten (10) years, based in part on concerns of lenders and others regarding the perpetual nature of the Historic Preservation Easement;  

WHEREAS, as of the date of this Resolution, the City has never released a Historic Preservation Easement;  

WHEREAS, review of the Historic Preservation Easement Program component of the Guide to Programs by the State Auditor's Office has resulted in concerns raised by the State Auditor's Office regarding the impact, real or perceived, caused by the potential release of the otherwise perpetual Historic Preservation Easement; and  

WHEREAS, out of an abundance of caution, and because no such Historic Preservation Easements have ever in fact been released, the City Council determines to delete that provision of the Historic Preservation Easement Program that allows a property owner to seek a release of the Historic Preservation Easement after a period of ten years, thereby causing such Historic Preservation Easements to remain perpetual.  

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:
Section 1. The Historic Preservation Easement Program component of the City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised dated March 2016, is hereby amended to delete any reference to the ability of the Grantor of the Historic Preservation Easement to seek a release of the Historic Preservation Easement from the City, it being the intent of the City Council that such Historic Preservation Easement is and remains perpetual in nature.

RESOLVED AND PASSED this 3rd day of May, 2017.

ATTEST:

David D. Spellman, Mayor

Michele G. Martin, Deputy City Clerk
EXHIBIT VI

FUNDING MATRIX
## FUNDING MATRIX

<table>
<thead>
<tr>
<th><strong>Scope of Work</strong></th>
<th><strong>Preservation Easement</strong></th>
<th><strong>Rehabilitation Grant</strong></th>
<th><strong>Comments</strong></th>
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<tbody>
<tr>
<td>Excavation</td>
<td>✓</td>
<td></td>
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<tr>
<td>Necessary Tree Removal</td>
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<tr>
<td>Historic Rock Wall Repairs</td>
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<tr>
<td>Historic Fencing</td>
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<tr>
<td>Outbuildings</td>
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<tr>
<td>Foundation Systems</td>
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<tr>
<td>Perimeter Foundation Drainage</td>
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<tr>
<td>Subfloor Repair</td>
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<tr>
<td>Exterior Doors and Hardware</td>
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<tr>
<td>Exterior Windows and Hardware</td>
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<tr>
<td>Skylights (if existing)</td>
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<tr>
<td>Exterior Siding and Trim</td>
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<td>Exterior Appurtenances</td>
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<tr>
<td>Roofing</td>
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<td>Sheet Metal and Flashing</td>
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<td>Downspouts and Gutters</td>
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<tr>
<td>Site Utilities</td>
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<tr>
<td>Landscaping - Limited</td>
<td>✓</td>
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<td>As allowed per Preservation Easement Guide to Programs</td>
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<tr>
<td>Chimney</td>
<td>✓</td>
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<tr>
<td>Fireplace</td>
<td></td>
<td>✓</td>
<td>Must have doors installed to prevent heat loss and drafts – Rehabilitation Grant applies to fireplaces only if this is the sole heating source</td>
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<tr>
<td>Outdoor Lighting Replacement</td>
<td>✓</td>
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<tr>
<td>Reversal of Inappropriate Alterations or Additions</td>
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<td>Reconstruction/Restoration of Original Exterior Architectural Details</td>
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<tr>
<td>Interstitial Floor and Ceiling Systems</td>
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<td>Roof Framing Systems/Roof Replacement</td>
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<td>Exterior Wall Construction</td>
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<td>Interior Wall Finishes</td>
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<td>Floor Finishes</td>
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<td>Cabinetry and Hardware</td>
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<td>Trim</td>
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<tr>
<td>Scope of Work</td>
<td>Preservation Easement</td>
<td>Rehabilitation Grant</td>
<td>Comments</td>
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<tr>
<td>Interior Doors and Hardware</td>
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<td>Countertops</td>
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<td>Backsplash</td>
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<td>Shower and Bath Accessories</td>
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<tr>
<td>Kitchen Fixtures</td>
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<td>Bathroom Fixtures</td>
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<td>Rehabilitation Grant, if not included in a complete Rehabilitation with a Preservation Easement.</td>
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RESOLUTION - EXHIBIT B

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

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PLEASE TAKE NOTE

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

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

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

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

NOTE THAT IF YOU SELL YOUR PROPERTY WITHIN FIVE YEARS OF HAVING RECEIVED A REHABILITATION GRANT, YOU MAY BE LIABLE TO REPAY THE CITY A PORTION OF THE GRANT RECEIVED AND TAXES REIMBURSED.
SECTION 1: PROGRAM OVERVIEW

a. BACKGROUND

The Constitution for the State of Colorado provides that a portion of the gaming tax revenues be returned to the City of Black Hawk, specifically for restoration and preservation of the City of Black Hawk. The City of Black Hawk established the Historic Restoration and Community Preservation Fund (“Fund”) to assist residential property owners within the City. The Black Hawk Historic Rehabilitation Fund Guide to Programs (the “Program”) is intended to assist property owners in the rehabilitation and preservation of residential properties. This specifically includes the ability to keep the houses in the City that are defined as Qualified Properties as functional, sustainable, and habitable. Property Owners, as set forth below, have two options for funding assistance in the rehabilitation and preservation of properties, which may be combined. The Historic Rehabilitation Grant Program is further described and defined in Sections 2 and 3 of this Guide to Programs document.

b. PURPOSE

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

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

c. DEFINITIONS

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

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.

4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.

5. Certificate of Appropriateness (COA): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of a historic landmark. A COA, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval must be provided by HPC.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City’s character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.

8. City Staff: An employee of the City of Black Hawk.

9. General Contractor: The contracting company selected to oversee and manage the construction work.

10. Construction Hard Costs: Costs related to labor and materials. Can also be referred to as “direct costs”. A detailed breakdown of direct costs can be found on the Exterior and Interior Bid Forms.

11. Construction Soft Costs: Also referred to as “general conditions” or “indirect costs” include costs related to management, overhead and profit, fees, permits, insurance, bonds, and other costs, such as dumpsters, portable toilets, weather protection, snow removal, temporary site fencing, etc., not directly related to the physical installation of the Scope of Work. A detailed breakdown of general condition costs can be found on the General Conditions Bid Form.

12. Contributing Structure: Any building, structure, or object included on the property which adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.

13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by HPC.
14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.

15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.


17. Habitable: A space in a building or structure for living, sleeping, eating or cooking that is conditioned and has electrical and plumbing services.

18. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.

19. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.

20. License Agreement: A licensing agreement refers to a written agreement entered into by the contractual owner of a property or activity giving permission to another to use that property or engage in an activity in relation to that property.

21. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.

22. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.


24. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the significance and/or physical integrity necessary to be listed as contributing.
25. Outbuildings: A building devoted exclusively to an accessory use and not attached to a principal building by any roofed structure, which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City. Examples of outbuildings include, but are not limited to: sheds, outhouses, coal sheds, carriage houses, detached garages, and carports. Outbuildings may be subject to additional regulations as outlined in the currently adopted version of the International Residential Code.

26. Owners Representative: An entity designated by the Owner (City of Black Hawk and/or Property Owner) to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.

27. City of Black Hawk Historic Preservation Easement Program (Preservation Easement): A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Work is completed via construction easements granted by the Property Owner.


29. Property Owner (Owner): Property owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized “Affidavit of Permission” or “Power-of-Attorney” from the Property Owner. For the purposes of this document, the terms Applicant and Property Owner are used interchangeably.

30. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

31. Qualified Properties: Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.

32. Rehabilitation Grant Program (Rehabilitation Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor.

33. Roadway Easement: An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property. Also applicable when portions of the existing structure are located within the public right of way.

34. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
35. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.

36. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.

37. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

38. Trade Contract Agreement (Property Owner): An agreement signed by the Property Owner and the successful General Contractor detailing the contract terms and alternates for any construction work as part of the Rehabilitation Grant Program.

d. PROGRAM GOALS

The goal of the Historic Restoration and Community Preservation Fund Program is to promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures must be maintained and preserved with materials that comply with the City of Black Hawk Residential Design Guidelines, and by methods consistent with those that will allow the structure to remain as a contributing structure in the historic district. Historically significant exterior and interior finishes are expected to remain on each property. Evaluation, approval and rehabilitation of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Guide to Programs.

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

e. GENERAL PROGRAM INFORMATION

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

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

3. The City Council shall have the authority in its sole discretion to deny any application submitted for a grant or easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.

4. Failure to sign and enter into the necessary legal agreements will disqualify Applicants from participation in the program. All Rehabilitation Grant Program Agreements will be signed prior to issuance of Notice to Proceed to the general contractor.

5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Rehabilitation Grant Guide to Programs on a prior project, to properly use a grant for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.

6. The award of any grant to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of grant funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk. Once a Rehabilitation Grant has been awarded for a Full Building Component, the interior is no longer eligible to receive additional grants under this particular component/Category of Assistance.

7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, the Property Owner’s name and address will be placed (first-come, first served basis) on the list of potential recipients for such grant category. If such property is subsequently sold to a new owner, the new owner’s name shall remain in the same priority if the new owner makes a request in writing within 45 days of the date of notification as set forth herein. The Community Planning and Development Department shall notify the new owner of the property of the opportunity to have the property stay on the list of upcoming grant or easement projects. The new Property Owner shall have 45 calendar days to respond to the City’s request. If the new Property Owner does not notify the City of Black Hawk in writing within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect.

Approved by Resolution XX-2017 on September XX, 2017
If a Property Owner owns multiple Qualified Properties, an application may be made for each individual property. Properties will be placed on the list of potential recipients in the order in which the applications are received. The order of properties to receive grant funds, if owned by the same Property Owner and in sequential order on the grant approval list, may be modified from the order of application. Non-sequential properties owned by the same Property Owner may not be modified from the order of application.

8. Applications can only be made by the Property Owner, as defined in this Section.

9. This program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers’ standards of normal care for such improvement. Furthermore, no Category of Assistance included in this program is to be utilized as a substitute for a Property Owner’s property insurance policy.

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

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

f. GENERAL EVALUATION CRITERIA

1. The City’s decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Guide to Programs for any proposed project and the support that the project provides to the advancement of the City’s restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:

A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.

B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.

C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.

D. Undertake critically needed improvements, restoration, and preservation of properties.

2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:

A. The significance of the property involved.

B. The physical condition of the property.

C. The quality of maintenance and repairs made to the property.

D. The quality of the proposal and the completeness of the application.

E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.
SECTION 2: CATEGORIES OF ASSISTANCE

a. CATEGORIES OF ASSISTANCE

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

1. Historic Habitable Interior Square Footage Component
2. Non-Historic Habitable Interior Square Footage Component
3. Emergency Component
4. Radon Mitigation Component

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

b. DESCRIPTION OF COMPONENTS

1. **Historic Habitable Interior Square Footage Component**
   The Historic Habitable Interior Square Footage Component is available to provide interior rehabilitation, stabilization and repair of Qualified Historic Habitable Interior Square Footage. Funding for a Full Building Category of Assistance is required to be achieved through a Rehabilitation Grant. Once funding has been awarded for a Full Building Component, the interior is no longer eligible to receive additional funding under this component. Please consult with City staff and the Owners Representative to fully understand how a specific request for this component will be processed. This component may be combined with the Non-Historic House Interior Square Footage Component.

2. **Non-Historic House Interior Square Footage Component**
   Any Non-Historic square footage improvements are fully paid for by the homeowner and include:
   a. Design
   b. Wall/floor/roof framing.
   c. Wall/floor/ceiling finishes and trim (interior).
   d. Wall/roof insulation.
   e. Light fixtures, switches and outlets. To include wiring.
   f. Exterior siding and trim.
   g. Roofing assembly and gutters/downspouts.
   h. Heating source.
   i. Windows, doors (interior and exterior).
   j. Specific site improvements associated with addition
Each project is evaluated individually, so more costs may apply. The property owner will be responsible for paying all general conditions costs associated with the non-historic square footage improvements. General conditions will be included in the lump sum bid of the general contractor or calculated as a percentage of the total general conditions given in the General Conditions Bid Form.

3. Emergency Component

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

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

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

An Emergency Component grant will only be considered when the problem is truly an emergency as determined by the City Council upon review of the required documentation. A sum of funds approved by the City Council may be awarded as a reimbursement for items that have already been replaced or repaired, at the sole discretion of the City Council. Itemized receipts will be required with each invoice submitted. An Emergency Component grant will not be awarded for any item that has previously been the subject of an Emergency Component grant approval.
The Property Owner is responsible for providing the information as described above and the City shall be notified in writing of the emergency within 14 calendar days (upon discovery) of the date of the emergency. The grant application shall be submitted within 45 calendar days of the date of discovery of the emergency. The Property Owner is then required to sign a Rehabilitation Grant Agreement upon scope approval by the City Council.

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

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

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

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

4. **Radon Mitigation Component**

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

Please consult with City staff and the Owners Representative in order to fully understand how a specific request for this component will be processed.
SECTION 3: REHABILITATION GRANT PROGRAM

A. ELIGIBILITY

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

1. The work must be part of a Qualified Property to be eligible. Contributing structures are automatically considered eligible. Any additions to historic buildings must be at least 50 years of age to be eligible.

2. The work must be consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of Appropriateness for any exterior work is always required with all projects. The Property Owner shall work with the Architect and his/her design team, City staff and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials and character defining features (interior and exterior) are to remain or are addressed appropriately in accordance with the standards and guidelines. It is strongly recommended the Property Owner retain an Owners Representative to represent their interests in the administration of this Rehabilitation Grant program.

3. A Property Owner cannot receive more than one (1) grant from each of the categories of assistance offered under the Program for the restoration or preservation for the same Qualified Property within any one-year period.

4. A Qualified Property must be located within a national historic landmark district or within an area listed on the national register of historic places.

5. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.

6. Funding shall only be made to a defined Property Owner.

7. A Rehabilitation Grant shall not be made for more than one (1) year at a time.

8. A member of the City Council of the City of Black Hawk and members of HPC shall disclose any personal interest in the program before voting on the application.

9. Reimbursement. In the event the amount of the Award plus the Tax Burden (the "Combined Amount") exceeds fifty thousand dollars ($50,000.00) and the Property

1 An Applicant should be aware that the provisions of the Rehabilitation Grant Program, while in many respects is similar to the Historic Preservation Easement Program, does differ in many significant respects because of the fact any project under the Rehabilitation Grant Program will be a private project by the Property Owner reimbursed by the City. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.
Owner sells or transfers the Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Property (the "Reimbursement Amount").

10. Commercially zoned Qualified Properties that are being maintained for a residential use may apply for a grant provided the Property Owner signs an additional agreement. This separate agreement requires the Property Owner to pay back, without interest, the grant amount used for the structure if and when the property is converted from residential to an income-producing commercial use. For the purposes of this program, an owner of a bed and breakfast use or a non-profit organization may qualify for a grant as long as the primary use of the property is residential.

11. Property Owners are specifically responsible for using the funds from the Grant to pay the General Contractor for all work done in accordance with the agreement the Property Owner must have with the General Contractor. Lack of payment from a Property Owner to the General Contractor, for work covered under the approved grant, will be grounds to withhold disbursement of any funds to the Property Owner for any additional work on the property or even other properties the owner may own until such time as evidence of payment to the General Contractor is provided. Also see Appendix 1 of this document regarding payments to the Property Owner and subsequent payment to the General Contractor.

12. At least three (3) detailed bids will be required to be requested from pre-qualified General Contractors. Bids must be obtained for all proposed construction work and submitted for review by the City prior to beginning any construction work unless otherwise authorized in writing by the City. The City and the Property Owner must both be in agreement with the selection of the General Contractor. The City strongly recommends that if the Property Owner is also a recipient of funds from the Historic Preservation Easement Program, that the same General Contractor be selected for the Rehabilitation Grant work as well.

13. Receipt of the Rehabilitation Grant is taxable income to the recipient. The City of Black Hawk provides for reimbursement of a Property Owner's state and federal income tax liability in association with the receipt of a Rehabilitation Grant, per Resolution 10-2010. The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner should consult with his or her tax advisor about whether the reimbursement here mentioned is itself income and gives rise to additional state and federal income tax liability. The City of Black Hawk does NOT reimburse the Property Owner for any additional state and federal income tax liability that might arise from said reimbursement.
i. The Property Owner is responsible for completing the necessary paperwork that establishes his or her payment of state and federal tax attributable to the receipt of the grant and delivering it to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the grant funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for state and federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes.

ii. Property Owners may seek partial reimbursement for state income tax liability through the Colorado Historic Preservation Income Tax Credit, based on fund availability and subject to approval. [Alternative: If the Colorado Historic Preservation Income Tax Credit is available and if the Property Owner qualifies for it, the Property Owner must apply for it. The City of Black Hawk will only reimburse Property Owners for their state income tax liability, net of the Colorado Historic Preservation Income Tax Credit that could have been claimed.]

14. Awards will be made to owners of property within the City of Black Hawk at the sole discretion of the Board of Aldermen, and subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

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

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

Refer to Section 3.E of this Rehabilitation Guide to Programs pertaining to General Conditions of Assistance for requirements regarding allowed materials to be used in this Rehabilitation Grant Program. A Material Allowance List is used to determine a not to exceed cost for finish materials. City staff has the authorization to update the Material Allowance List on an annual basis to allow for any applicable industry-wide material cost adjustments.
C. WORK NOT ELIGIBLE TO BE COVERED BY THE REHABILITATION GRANT PROGRAM

1. Funds cannot be used to acquire properties or for the moving of structures. A structure that is to be moved can only become eligible for grant funding if the structure is a Qualified Property, and it is relocated within the City to a location that is eligible under the Program and placed on a permanent foundation with tap and sewer fees paid.

2. New buildings, new additions and rehabilitation of previous ineligible additions are not considered eligible if they are less than 50 years old.

3. Extensive landscaping work is not eligible. However, all disturbed areas will be seeded with a “multi-color high altitude seed mix” from Arkansas Valley Seed, or equal. Erosion control mat and temporary irrigation provided until completion of project. Erosion control mat to be 70% straw and 30% coconut fiber between polypropylene netting.

4. Appliances such as, but not limited to, stoves, ovens, microwaves, dishwashers, refrigerators, washers, and dryers are not eligible items.

5. Hot tubs are not eligible.

6. Secondary (backup) heating sources are not eligible. Original fireplace restoration is acceptable. Air conditioning is not eligible.

D. LEGAL REQUIREMENTS

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

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

1. The City of Black Hawk Residential Design Guidelines shall be consulted and utilized for all Historic Restoration and Community Preservation Fund Program projects.

2. Grant funds are paid on a “draw” basis. No advancement of payments will be paid to the Property Owner or General Contractor. Payments are made directly to the Property Owner when the City receives a General Contractor’s pay application with detailed and itemized invoices/schedule of values, and a signed request for payment form for the City Council approved work program. Property Owners shall not disburse cash funds to any Contractor for any work done. All transactions are expected to be promptly completed via the Property Owner by signing over the check from the City of Black Hawk to the General Contractor for the project as set forth herein in Appendix 1 regarding FBO (For the Benefit Of) payments. It is recommended the Property Owner obtain a receipt/waiver of lien from the General Contractor stating funds have been received with pay application paid in full. All work is subject to inspection and review by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes prior to submittal of any invoices to the City. The Property Owner is responsible for and must review, approve, and acknowledge seeing each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with the paperwork for a request for payment. It is strongly recommended that the Property Owner retain an Owners Representative to assist with this process.

3. It is the responsibility of the Property Owner to bring the structure into conformance with City building and fire codes, even if the work exceeds the grant amount for any roof repair, exterior and interior finishing, electrical, plumbing, mechanical, and structural upgrades not included in the project as required by the building code and building official. All construction and work is subject to inspection by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes.

4. The Property Owner, Architect and/or Engineer are to specify on the proposed construction drawings and project manual the specific materials to be used for the project. It is required that the materials to be used and paid for through the grant program are considered the ‘off the shelf’ products, and are not ‘special or custom order’ products that will significantly add to the construction costs of the grant project. At the same time, it is also not desired to purchase materials that would be of a cheap or inferior quality, so as to deteriorate soon and provide the need to again be replaced resulting in additional and sooner maintenance costs to the Property Owner. In order to assist in defining the level of each material/finish selection that is in alignment with the grant program requirements, a material allowance sheet. City staff has the authorization to update the Material Allowance Sheet on an annual basis to allow for any applicable industry-wide material cost adjustments. The Architect and/or Engineer, and Owners Representative if retained, will assist the Property Owner in making material selections that are anticipated to fall within these allowances. All interior Rehabilitation Grant projects will be designed within the material allowances. Should the Property Owner decide that an alternate
material selection that exceeds the allowance is desired, that material selection shall be
carried as an alternate in the proposed construction drawings and project manual so that
during the General Contractor bid process, actual costs above the allowance amounts can
be determined and the Property Owner can confirm that they wish to proceed with their
premium selection. If the Property Owner desires to install upgraded or more expensive
materials, they may do so at their own cost if the historic character and integrity of the
structure is maintained. Such differences shall also be noted on the approved
construction plans and project manual and incorporated into the General Contractor
contract documents. Please note that, in order to minimize confusion and
misunderstandings, the Property Owner will be required to deposit funds sufficient to
cover all premium selections into an Escrow Account at the beginning of the project to
ensure those funds are available for payment throughout the project. Please see the
Rehabilitation Grant Agreement for specifics on this account and how it will be managed.

A. In general, elegant designs and expensive materials were not consistent with the
historical and architectural character in the City. Designs and materials are to reflect
the functional rustic western mill town (vernacular) architectural character of historic
Black Hawk. Designs and materials should be appropriate and yet allow for
comfortable, habitable, sustainable and viable residential homes. Alternate or like
materials may be considered as part of a project, and must be specifically requested
for approval by the City through the appropriate process (included on the construction
drawings and project manual), and in advance of any purchase and installation by the
Contractor. Sustainable alternate solutions, such as energy efficient windows and
insulating materials, may be allowed if approved by the City Council as part of the
funding approval process. Such alternate or like material/solution shall not detract
from or change the historic character of the home, and shall not jeopardize the status
of the historic classification of the subject home or the historic district itself.

B. All projects that deal with the exterior of the house/structure must have a Certificate
of Appropriateness (COA) recommended by the HPC and approved by the City
Council. The COA application must be submitted concurrently; all architectural
design and materials are to be evaluated by the HPC and City Council, and the review
must include findings that the proposed design is consistent with the Secretary of the
Interior’s Standards for Treatment of Historic Properties, as well as the City of Black
Hawk Residential Design Guidelines.

5. Grant funds cannot be used to reimburse a Property Owner for previous work or materials
for a project accomplished prior to the grant approval except as specifically noted within
Emergency Component and Radon Mitigation Component. Additionally, grant funds
cannot be used to reimburse a Property Owner who purchases materials and provides to
the General Contractor. All materials and labor are provided by the General Contractor
per the final Scope of Work and executed contract.

6. The City may recommend funding at a lower level than that requested by the Property
Owner. In addition, the City may exercise its discretion while reviewing plans to require
alternative materials due to cost, longevity, appropriateness of materials, and quality.
Such decisions will be noted on the approved plans, and acknowledged by the Property
Owner in advance of any building permits being issued for such work. Appeals (from the
Property Owner) of such decisions/requirements by the City shall be to the City Council for review and determination. Again, please keep in mind that the Certificate of Appropriateness must be approved by City Council in advance of any construction, as well as before materials are ordered.

7. The Property Owner and/or Contractor must contact the City Building, Public Works and Sanitation District departments to make inspections for the rehabilitation project, including water and utility improvements.

8. Neither a Property Owner nor a close relative of the Property Owner shall be permitted to be the General Contractor, subcontractor or material supplier.

9. Once a grant has been awarded for a Full Site and Building Component, the interior is no longer eligible to receive additional grants, except as reviewed on a case-by-case basis for any work potentially covered by Emergency Component. However, exterior maintenance/repairs that become necessary due to weather exposure, such as painting and items associated with painting preparation, may qualify the Exterior Paint Program for the limited purpose of maintenance, and/or repairs. Consult City Staff for details.

10. An approved grant shall only be able to be used for the historic portion of the house. The Property Owner must be responsible to pay for any improvements for the non-historic portion of the house through the establishment of an Escrow Account. The Property Owner shall work with the Owners Representative to create a Scope of Work, and request at least three (3) bids from the City of Black Hawk pre-qualified General Contractors list. Such selected General Contractor shall submit itemized invoices, and/or itemized receipts through the Property Owner and then to the City for payment of completed work.

11. The General Contractor must be insured and bonded during the entire project.

F. CONDITIONS OF AGREEMENT

The Property Owner shall agree to the following conditions:

1. The property shall be maintained in a manner that assures its preservation. Please consult with City staff for additional information regarding maintenance of building interior systems.

2. The Property Owner, Owners Representative and the General Contractor shall agree on a Scope of Work, and schedule of construction for the project. The Scope of Work and schedule must follow the approved plans and Rehabilitation Grant Guide to Programs procedures.

3. Architectural drawings, construction specifications and Scope of Work shall be reviewed by the Property Owner, Owners Representative, HPC and the City Council to assure that appropriate preservation procedures are followed. In some cases, construction documents prepared by licensed architects or engineers may be required. The Property Owner is responsible to ensure that an application for a building permit is submitted for all work
associated with the approved project, and that no work or construction on the property takes place until there is an approved building permit for the work.

4. The City may hold a lien against the property for any improper work or to assure that the project is completed as approved. The lien will be released when the City Council approves the completed project.

5. A Rehabilitation Grant Agreement will be provided that sets forth the terms and conditions of participation in the program.
APPENDIX 1
REHABILITATION GRANT PROGRAM
PROJECT CRITERIA/PROCESS/PROCEDURE

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

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

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

1. **Application Phase.**
   a. Initial Application Phase
   b. Orientation Meeting
   c. Update Application

2. **Scope of Work Phase.**
   a. Historic Research
   b. On-site Strategy Meeting
   c. Existing Conditions
   d. Inspections and Testing
   e. Appraisal Report

3. **Agreement and Contracts Phase.**
   a. Rehabilitation Grant Agreement
   b. Historic Preservation Easement Agreement
   c. Lender’s Request for Subordination of Rights
   d. W-9
   e. Power of Attorney or Affidavit of Permission, if applicable
   f. State and Federal Tax Liability
   g. Boundary Line Agreements; if applicable
   h. Temporary Construction Easement between Applicant and City
   i. Temporary Construction Easement between Neighboring Properties and City
   j. Roadway Easement; if applicable
   k. License Agreement; if applicable
4. **Architect Bid Phase.**
   a. Architect Bid Process
   b. Bid Selection
   c. Project Design Start-up

5. **Design Process Phase.**
   a. Abatement and Remediation
   b. Conceptual Design
   c. Schematic Design
   d. Design Development
   e. Construction Drawings

6. **Historic Preservation Commission and City Council Approval Phase**
   a. Historic Preservation Commission Review and Approval
   b. City Council Review and Approval

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

   A Qualifications Packet is requested which includes the following information:
   1. An overview of general information about the company including:
      a. Previous work experience related to any of the Categories of Assistance
      b. Managerial ability
   2. Quality control management/procedures
   3. Previous construction experience in and/or near the City of Black Hawk
   4. Staff resumes
   5. Historic preservation/rehabilitation experience
   b. Referenced City of Black Hawk Resolutions
   c. General Contractor Bid Process
   d. Bid Analysis
   e. Bid Selection
   f. Project Construction Start-Up
8. **Construction Phase.**
   a. Pre-Construction
   b. Active Construction Rehabilitation Grant
   c. Active Construction Preservation Easement

9. **Close-Out Phase.**
   a. Construction Close-out
   b. Rehabilitation Grant Close-out
   c. Preservation Easement Close-out
Acknowledgement by Property Owner

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

Property Owner

By: _____________________________

Date: ____________________________
EXHIBIT I

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

THIS HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND
REHABILITATION GRANT PROGRAM AGREEMENT (the “Agreement”) is made as of the
___________________________ day of ________________________________
_____ 20 _____________, (the “Effective Date”) by and between the CITY OF BLACK
HAWK, a municipal corporation organized and existing under the laws of the State of Colorado
(the “City”) and (Insert Applicant) (the “Property Owner”) whose property address is (Insert
Property Address).

RECITALS

A. The City has made certain proceeds of the Historic Restoration and Community
Preservation Fund, available for the purpose of rehabilitating historic properties in the
City of Black Hawk, when owners agree to use the funds in accordance with agreed upon
specifications (the “Rehabilitation Grant Program”).

B. The Property Owner, who is the owner of a structure located at (Insert Property
Address), Black Hawk, Colorado 80422, (the “Property”) submitted an application
under the Grant Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants
contained herein, the City and the Property Owner hereby agree as follows:
1. **Grant / Emergency Grant.**

   **1.1 Award.** The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to $(Insert Award Amount without Escrow Account funds) (the “Award”) for the restoration and preservation of the Property.

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

   **1.3 Owner’s Representative Payment.** The City hereby agrees to reimburse Property Owner for all Owner’s Representative fees incurred on the project, provided that the Owner’s Representative is a third party Owner’s Representative consulting firm or individual hired to perform the Owner’s Representative tasks and that such individual or firm is not the homeowner themselves, related to the homeowner, or an employer of someone related to the homeowner.
1.4 Escrow Payment. Property Owner agrees to provide payment to be held in an escrow account for all portions of the project that are above and beyond the Grant Program allowances. Property Owner deposits the Estimated Reimbursement Amount into a non-interest bearing escrow account payable to the City of Black Hawk upon execution of the Trade Contractor Agreement between the Contractor and Property Owner. If upon completion of the Restoration and Preservation project and final payment to all Contractors there are any remaining funds from the Estimated Reimbursement Amount, those funds shall be returned to the Property Owner. Property Owner is responsible for providing the City of Black Hawk invoices for work to be processed from escrow account. Each invoice shall contain sufficient detail regarding work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the escrow items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City of Black Hawk will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner agrees to and is responsible for the disbursement of these funds by directly endorsing the check over to the Contractor in an FBO (For the Benefit Of) format to include the company name of the Contractor for the project. By depositing funds into a non-interest bearing City of Black Hawk escrow account, the Property Owner understands the process for payment to the Contractor for the contracted work, and agrees to not defraud the City of Black Hawk or the Contractor during any part of the escrow payment process. The accepted allowances included in this Agreement are:

a. (Insert alternates, if any)
2. **Agreement, Acknowledgement and Representation by Property Owner.** The Property Owner hereby agrees with, and acknowledges and represents to the City that:

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

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

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

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

4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Award shall be disbursed to the Property Owner upon satisfaction of:
4.1 Evidence of Construction Costs. The Property Owner shall provide the City, or its
designee, all invoices, paid statements, building permits and such other supporting
documents or certifications of the Property Owner evidencing the reasonableness and
the appropriateness of the cost of the construction amount as the City, or its designee,
may reasonably require.

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

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

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

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

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

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

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

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

7.3 **Avoidance of Security Requirement.** Property owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Property. If upon the sale or transfer of the Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.
8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

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

If to the Property Owner: (Insert Applicant Contract Information)

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

10. **Miscellaneous:**

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

10.2 **Severability.** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.
10.3 **Standard of Approval.** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 **Waiver.** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 **Time of the Essence.** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 **Governing Law.** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.
IN WITNESS WHEREOF, the Property Owner and the City have executed this Agreement on the date first above written.

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

CITY OF BLACK HAWK

__________________________
David D. Spellman, Mayor

ATTEST:

________________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

________________________________________
Corey Y. Hoffmann, City Attorney
PROPERTY OWNER
(Insert Applicant Information)

By: ______________________________
    Property Owner

STATE OF COLORADO )
                   )ss.
COUNTY OF ________________ )

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

    My commission expires: ________________________________

(S E A L)

Notary Public

Approved by Resolution XX-2017 on September XX, 2017
EXHIBIT II

MATERIAL ALLOWANCE LIST
## Material Costs

City of Black Hawk - Material Allowance Sheet 2015-2016

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<th>Item Description</th>
<th>GC Quantity</th>
<th>GC Unit Cost</th>
<th>GC Total Cost</th>
<th>CoBH Unit Cost</th>
<th>CoBH Total Cost</th>
<th>Homeowner Unit Cost</th>
<th>Homeowner Total Cost</th>
<th>Comments</th>
</tr>
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<td><strong>Division 5 - Metals</strong></td>
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<td>Exterior Deck Railings - Metal</td>
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<td>LF</td>
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<td>($88.00)</td>
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<tr>
<td>Cabinets (including door/drawer pulls)</td>
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<td>$18,672.00</td>
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<td>($351.00)</td>
<td>$0</td>
<td>Includes all casework and built-in millwork items, along with the associated hardware hinges, pulls and drawer guides. (See footnote #1 for calculation)</td>
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<td>Cabinetry door/drawer pulls</td>
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<td>$0</td>
<td>($6.00)</td>
<td>$0</td>
<td>Includes price of individual pull or knob</td>
</tr>
<tr>
<td>Slab Countertops (including slab backsplashes &amp; edge profile)</td>
<td>$0</td>
<td>$399.00</td>
<td>$3,269.00</td>
<td>SF</td>
<td>$0</td>
<td>($399.00)</td>
<td>$0</td>
<td>Includes associated edge detail and backsplash (if applicable). (See footnote #2 for calculation)</td>
</tr>
<tr>
<td>Exterior Deck Railings - Wood/Comp.</td>
<td>$0</td>
<td>$36.00</td>
<td>N/A</td>
<td>LF</td>
<td>$0</td>
<td>($36.00)</td>
<td>$0</td>
<td>Pricing based on composite type material</td>
</tr>
<tr>
<td>Interior Trim (Base &amp; Case)</td>
<td>$0</td>
<td>$6.00</td>
<td>N/A</td>
<td>LF</td>
<td>$0</td>
<td>($6.00)</td>
<td>$0</td>
<td>Pricing based on PEH Architects Trim Option 3 in Paint Grade Poplar</td>
</tr>
<tr>
<td><strong>Division 8 - Doors and Windows</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior Door &amp; Frame</td>
<td>$0</td>
<td>$1,401.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($1,401.00)</td>
<td>$0</td>
<td>Applies to replacement of existing exterior door &amp; frame. 3’-0” wide exterior door required.</td>
</tr>
<tr>
<td>Storm Door &amp; Frame</td>
<td>$0</td>
<td>$681.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($681.00)</td>
<td>$0</td>
<td>Based on wood storm door</td>
</tr>
<tr>
<td>Interior Door &amp; Frame</td>
<td>$0</td>
<td>$309.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($309.00)</td>
<td>$0</td>
<td>Pricing based on 4 panel MDF pre-hung door. (See footnote #3 for Non-Standard doors)</td>
</tr>
<tr>
<td>Exterior Door Hardware</td>
<td>$0</td>
<td>$176.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($176.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Interior Door Hardware</td>
<td>$0</td>
<td>$88.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($88.00)</td>
<td>$0</td>
<td>Pricing based on PEH Architects Trim Option 3 in Paint Grade Poplar</td>
</tr>
<tr>
<td>Shower Door</td>
<td>$0</td>
<td>$468.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($468.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Division 9 - Finishes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flooring</td>
<td>$0</td>
<td>$11.00</td>
<td>N/A</td>
<td>SF</td>
<td>$0</td>
<td>($11.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Carpet &amp; Pad</td>
<td>$0</td>
<td>$30.00</td>
<td>N/A</td>
<td>SY</td>
<td>$0</td>
<td>($30.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Wall Tile</td>
<td>$0</td>
<td>$11.00</td>
<td>N/A</td>
<td>SF</td>
<td>$0</td>
<td>($11.00)</td>
<td>$0</td>
<td>Based on aggregate cost per SF of wall tile, inclusive of edge trim pieces, decorative patterns and transitions</td>
</tr>
<tr>
<td>Wallpaper</td>
<td>$0</td>
<td>$5.00</td>
<td>N/A</td>
<td>SF</td>
<td>$0</td>
<td>($5.00)</td>
<td>$0</td>
<td>Applies to replacement of existing wallpaper. Homeowner liable for total cost of wallpaper where it does not exist currently.</td>
</tr>
<tr>
<td><strong>Division 10 - Specialties</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathroom Accessories</td>
<td>$0</td>
<td>$258.00</td>
<td>N/A</td>
<td>Per Bath</td>
<td>$0</td>
<td>($258.00)</td>
<td>$0</td>
<td>Per bathroom (Towel bars, TP holder, robe hook, shower curtain rod, etc)</td>
</tr>
<tr>
<td>Bathroom Mirror/Medicine Cabinet</td>
<td>$0</td>
<td>$309.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($309.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Division 15 - Mechanical</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen Sink</td>
<td>$0</td>
<td>$403.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($403.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Kitchen Faucet</td>
<td>$0</td>
<td>$293.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($293.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Bathroom Sink</td>
<td>$0</td>
<td>$403.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($403.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Bathroom Faucet</td>
<td>$0</td>
<td>$234.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($234.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Bath Tub or Shower Enclosure/Pan</td>
<td>$0</td>
<td>$760.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($760.00)</td>
<td>$0</td>
<td>Includes shower doors.</td>
</tr>
<tr>
<td>Bath Tub/Shower Fixture</td>
<td>$0</td>
<td>$234.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($234.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Toilet</td>
<td>$0</td>
<td>$293.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($293.00)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Division 16 - Electrical</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light Fixtures (Indoor/Outdoor)</td>
<td>$0</td>
<td>$176.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($176.00)</td>
<td>$0</td>
<td>Applies to both indoor and outdoor fixtures</td>
</tr>
<tr>
<td>Ceiling Fans</td>
<td>$0</td>
<td>$293.00</td>
<td>N/A</td>
<td>EA</td>
<td>$0</td>
<td>($293.00)</td>
<td>$0</td>
<td>Pricing fan per room</td>
</tr>
<tr>
<td><strong>Total Material Cost</strong></td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Footnote #1: The cabinetry is not to exceed $351 per lineal foot. The overall budget for cabinetry is not to exceed $18,672. Lineal footage costs are based on base cabinets and wall cabinets separately. Utility (or tall) cabinets would qualify for both wall and base cabinet allowances. Measurements should be taken from the back face of the cabinet, meaning that corner cabinets in an “L” shape space would get the measurement for each wall they have contact with.
<table>
<thead>
<tr>
<th>Footnote #2: The countertops are priced separately than the cabinets. The countertops shall not $59 per square foot of area (including backsplash). The overall budget for the countertops is not to exceed $3,269. The inclusion of the backsplash in this item is only when the backsplash is a slab type material, so if the backsplash is tile, the backsplash would then fall under the wall tile allowance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Footnote #3: Openings that require a non-standard door size and/or style will be evaluated independent of the standard allowance. Non-standard doors should only be the result of code restrictions, historic restraints caused by existing conditions, and manufacturer requirement for best practices in construction.</td>
</tr>
<tr>
<td>Material Allowance Sheet will be reviewed on a yearly basis and re-evaluated according to material price increases.</td>
</tr>
</tbody>
</table>
HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND
REHABILITATION GRANT APPLICATION

GENERAL INFORMATION:
Grant Year: _______________ Today’s Date: _________________
Property Street Address:___________________________________________________________________
Property Owner(s):_______________________________________________________________________
Owner(s) Mailing Address:________________________________________________________________
Owner(s) Telephone No.: (H) ______________________(W) __________________(Cell) ____________
Email Address: _________________________________________________________________________
Contact Person (if different from owner)
Contact Telephone No.: (H) ______________________(W) __________________(Cell) ____________
Email Address: _________________________________________________________________________

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

For the purpose of this document, Applicant and Property Owner are considered one in the same and are
interchangeable.

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

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

Historic Habitable Interior Square Footage Component ☐
Non-Historic Interior House Square Footage Component ☐
Emergency Only Component ☐
Radon Mitigation Only Component ☐

Office Use Only. Do not write below this line.

Date Received:____________________________________
Grant No.:________________________________________
Related Grant No’s.:________________________________
Project No.: _______________________________________

Approved by Resolution X-2017 on September XX, 2017
PROJECT INFORMATION:

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

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

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

The award of any grant is subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk.

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

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

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

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

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

Any Rehabilitation Grant that is approved by the City will be reported to State and Federal taxing authorities. As part of the Rehabilitation Grant Program and to the extent permitted by law, the City will reimburse Rehabilitation Grant recipients for additional State and Federal taxes paid by recipients that are directly attributable to the disbursement of grant funds, if required documentation is filed with the City within the calendar year the tax is due. Alternatively, Grant recipients may apply for the Colorado Historic Preservation Income Tax Credit in lieu of the City reimbursement.
Regardless of the City’s agreement to reimburse Grant recipients for the initial State and Federal tax burden of a Grant, the obligation to pay any taxes remains the responsibility of the Grant recipient.

Applicants are encouraged to contact their tax advisor and seek legal advice concerning any potential tax liability that may result from receiving any of the grants described in this program and as the result of the City’s reimbursement of your tax liability.

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

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

☐ I certify that I WILL NOT submit an application to the Colorado Historical Preservation Income Tax Credit program, but will apply for reimbursement through the City of Black Hawk.

☐ I certify that I WILL apply for the Colorado Historical Preservation Income Tax Credit through the State of Colorado and understand that NO reimbursement will be available from the City of Black Hawk. The most current information on the Colorado Preservation tax credit program can be found at http://www.historycolorado.org/oahp/preservation-tax-credits.

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

_________________________________________  __________________________
Applicant Signature  Date
EXHIBIT A
RESOLUTION 10-2010
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. _10__-2010

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

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

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

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

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

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

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

B. A fully executed document in the form attached hereto as Exhibit A and incorporated herein by this reference, signed by the grant recipient(s).
Section 2. The City Manager, in coordination and consultation with the Finance Director, shall provide to the City Council a report indicating the total federal income tax liability due grant recipients on a quarterly basis based on receipt of the information set forth in Section 1 of this Resolution, and the City Council shall consider by separate Resolution whether to approve the federal income tax liability for its residential grant program on a quarterly basis. If the City Council approves the payment of federal income tax liability by Resolution, said Resolution will identify the recipients of payment for federal income tax liability, but shall not disclose the amount paid to each recipient.

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

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

RESOLVED AND PASSED this 28th day of April, 2010.

[Signature]
David D. Spellman, Mayor

ATTEST:

[Signature]
Jeanie M. Magno, CMC, City Clerk
Exhibit A

Federal Income Tax Liability

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

Dear Sir or Madam:

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

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

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

Or

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

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

_____________________________  _______________________
(Name)                                      Date

4/21/10
C:\Documents and Settings\magno.BL\ACK-HAWK\Local Settings\Temporary Internet Files\OLKIP:\Exhibit A Tax Resolution.DOC
EXHIBIT IV

REHABILITATION GRANT HOME PROGRAM OUTLINE
REHABILITATION GRANT – HOME PROGRAM OUTLINE

DATE: __________________________
OWNERS: __________________________ 
PROPERTY ADDRESS: __________________________

A. HOUSE INFORMATION:

Year home was built: __________________________
Additions on House: __________________________
Date Addition was added: __________________________
Approximate Square Footage of Home: __________________________
Floors: __________________________

House Occupied: ☐ YES ☐ NO

Will Owner empty house and live elsewhere during construction: ☐ YES ☐ NO
Approximate Renovation Start Date: __________________________

B. REASONS OWNER IS REQUESTING RENOVATIONS TO HOUSE

☐ Rodent Infestation: __________________________
☐ Mold in House. Locations: __________________________
☐ Hazardous (lead paint, asbestos, radon, etc.): __________________________
☐ Electrical System. Condition: __________________________
☐ Plumbing System. Condition: __________________________
☐ Interior Historic Elements. Description & Condition: __________________________
☐ Heating System. Condition & Type: __________________________
☐ Kitchen Cabinets. Condition: __________________________
☐ Kitchen Countertops. Condition: __________________________
☐ Floors. Condition & Types: __________________________
☐ Interior Walls. Condition: _______________________________________________________________

☐ Bathroom. Condition & Number: __________________________________________________________

☐ Staircase. Condition: __________________________________________________________________

☐ Interior Trim. Condition: ________________________________________________________________

☐ Secondary Heat (fireplace or stove). Type & Condition: _______________________________________

NOTES:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
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____________________________________________________________________________________
EXHIBIT V

REFERENCED CITY OF BLACK HAWK ORDINANCES AND RESOLUTIONS
REFERENCED CITY OF BLACK HAWK ORDINANCES AND RESOLUTIONS

Ordinance 2003-19
An Ordinance to adopt the City of Black Hawk Guidelines for Restoration and Preservation projects.

Resolution No. 10-2010
A Resolution amending the City of Black Hawk Community Restoration and Preservation Fund to provide a process for determining payment of Federal potential Income Tax Liability.

Resolution No. 3-2014
A Resolution establishing a contingency on Grant Projects under the Community Restoration and Preservation Fund Grant Program to be managed at the City Manager’s discretion.

Resolution No. 13-2016
A Resolution temporarily rebating City Sales tax on retail items delivered to City residential properties for personal consumption and use.

Resolution 14-2016
A Resolution temporarily rebating City Use Tax on construction and building materials for residential projects within the City’s National Historic Landmark District.

Approved by Resolution XX-2017 on September XX, 2017
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 19
ORDINANCE NUMBER: 2003-19

TITLE: AN ORDINANCE TO ADOPT THE CITY OF BLACK HAWK GUIDELINES FOR RESTORATION AND PRESERVATION PROJECTS

WHEREAS, Colo. Const. Art. XVIII, §9(5)(b) provides that the City of Black Hawk may expend monies from their twenty percent (20%) of the state historical fund for the "preservation and restoration" of the City of Black Hawk (the "Twenty Percent");

WHEREAS, the City Council of the City of Black Hawk desires to specify the types of projects located within the City of Black Hawk that qualify as being for the "preservation and restoration" of the City of Black Hawk; and

WHEREAS, the City Council of the City of Black Hawk desires to set forth guidelines of the types of projects for which expenditure of the Twenty Percent is authorized, which are generally described in Exhibit A, which is attached hereto and incorporated by this reference (the "City Preservation and Restoration Projects");

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK:

Section 1. Funds received by the City of Black Hawk from the Twenty Percent as described herein shall only be used for the City Preservation and Restoration Projects as described in Exhibit A.

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 24th day of September, 2003.

Kathryn E. Ecker, Mayor

ATTEST:

Deborah S. Yancey, CMC City Clerk
EXHIBIT A
(Ordinance No. 03-19)

1. Mountain City Project, including the necessary support infrastructure such as parking facilities.

2. Preservation and Restoration of Rockwalls within the City of Black Hawk.


4. City of Black Hawk Community Restoration and Preservation Fund Guide to Programs, so long as the program is in compliance with C.R.S. § 12-47.1-1202.

5. All Public Utility Restoration and Preservation Projects, including, but not limited to, the undergrounding of service facilities, water line replacements, water facility replacements, and pedestrian lighting.

6. Street Restoration Projects, including, but not limited to, improvement of existing street and sidewalk infrastructure such as paving and, where necessary, widening, and the restoration of bridges.

7. All Public Drainage Infrastructure Projects, in order to preserve historic structures within the City.

8. Renovation and Restoration of the Black Hawk City Hall and other existing municipal facilities.

9. Restoration of the City cemetery.

10. Creation and Maintenance of facilities that support the preservation and restoration of the City of Black Hawk, including, but not limited to, the development of museums, heritage tourism, and marketing in support of the preservation and restoration of the City.

11. Implementation of the City of Black Hawk Public Open Space and Heritage Master Plan, including land acquisition.

12. Creation, maintenance, preservation and restoration of publicly owned and governmental facilities that are central to the City of Black Hawk's heritage and culture, including land acquisition to obtain necessary facilities.

13. Creation, maintenance, preservation and restoration of community oriented facilities that are central to the City of Black Hawk's heritage and culture, including land acquisition to obtain necessary facilities.
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. _10__-2010

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

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

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

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

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

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

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

B. A fully executed document in the form attached hereto as Exhibit A and incorporated herein by this reference, signed by the grant recipient(s).
Section 2. The City Manager, in coordination and consultation with the Finance Director, shall provide to the City Council a report indicating the total federal income tax liability due grant recipients on a quarterly basis based on receipt of the information set forth in Section 1 of this Resolution, and the City Council shall consider by separate Resolution whether to approve the federal income tax liability for its residential grant program on a quarterly basis. If the City Council approves the payment of federal income tax liability by Resolution, said Resolution will identify the recipients of payment for federal income tax liability, but shall not disclose the amount paid to each recipient.

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

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

RESOLVED AND PASSED this 28th day of April, 2010.

[Signature]
David D. Snowman, Mayor

ATTEST:

[Signature]
Jeanie M. Magno, CMC, City Clerk
Exhibit A

Federal Income Tax Liability

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

Dear Sir or Madam:

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

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

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

Or

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

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

_________________________________________  _______________________
(Name)                                      Date
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 3-2014

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

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

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

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

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

RESOLVED AND PASSED this ___ day of ___ , 2014.

David D. Spellman, Mayor

ATTEST:

Jeanie M. Magno, CMC, City Clerk
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 13-2016

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

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

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

A. Said rebate shall only be provided to City residents who can provide proof in the form of a receipt that such sales tax was actually paid;

B. Said receipt shall be submitted to the City for the rebate during the same calendar year in which the sales tax was paid or within thirty (30) days of delivery, whichever is later; and

C. Said rebate shall expire on April 2, 2018.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 14-2016

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

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

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

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

David D. Spoolman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
EXHIBIT VI

FUNDING MATRIX
# FUNDING MATRIX

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

Approved by Resolution XX-2017 on September XX, 2017
<table>
<thead>
<tr>
<th><strong>Scope of Work</strong></th>
<th><strong>Preservation Easement</strong></th>
<th><strong>Rehabilitation Grant</strong></th>
<th><strong>Comments</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior Doors and Hardware</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Countertops</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Backsplash</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Shower and Bath Accessories</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Kitchen Fixtures</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Bathroom Fixtures</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Hose Bibs</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Heating Systems</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Ventilation Systems</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Interior Rough MEP Utilities</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Trim MEP Utilities</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>BBQ Gas Line</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Lighting</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Exterior Lighting</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceiling Fans</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Fire and Carbon Monoxide</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Detection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radon Mitigation Systems</td>
<td>✓</td>
<td>✓</td>
<td>Rehabilitation Grant, if not included in a complete Rehabilitation with a Preservation Easement.</td>
</tr>
</tbody>
</table>
RESOLUTION 60-2017
A RESOLUTION
APPROVING
THE JUDGES SELECTED
TO SERVE FOR THE
SPECIAL MUNICIPAL
ELECTION IN THE CITY
OF BLACK HAWK ON
NOVEMBER 7, 2017
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK 

Resolution No. 60- 2017 

TITLE: A RESOLUTION APPROVING THE JUDGES SELECTED TO SERVE FOR THE SPECIAL MUNICIPAL ELECTION IN THE CITY OF BLACK HAWK ON NOVEMBER 7, 2017. 

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

Section 1. The City Council hereby approves the appointment of Lynnette Hailey, John Kittridge, Dolores Spellman, Cindy McClenon, JoAnn Kerr, Patricia Torres, Thomas Gish, Larry Linker, and Lynn Hillary as Election Judges and Alternate Judges to serve respectively for the Special Municipal Election to be held November 7, 2017. 

RESOLVED AND PASSED this 27th day of September, 2017. 

_______________________________ 
David D. Spellman, Mayor 

ATTEST: 

______________________________ 
Melissa A. Greiner, CMC, City Clerk

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

MOTION TO APPROVE Resolution 60-2017, A Resolution Approving the Judges Selected to Service for the Special Municipal Election in the City of Black Hawk on November 7, 2017.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Clerk’s office recommends three shifts of four judges with alternate judges from the following list of registered Gilpin County voters: Lynnette Hailey, John Kittridge, Dolores Spellman, Cindy McClenon, JoAnn Kerr, Patricia Torres, Thomas Gish, Larry Linker, and Lynn Hillary as Election Judges and Alternate Judges to serve respectively for the Special Municipal Election to be held November 7, 2017. Head Judges will receive a stipend of $150 per shift and Judges and Alternate Judges will receive $100 per shift.

AGENDA DATE: September 27, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: Elections Expense 010-1302-413-3400

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner

DOCUMENTS ATTACHED: N/A

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC Jack D. Lewis, City Manager
City Clerk/Administrative Services Director
**NOVEMBER 7, 2017 ELECTION JUDGE SHIFT SCHEDULE**

Polls open at 7:00 am - first shift to arrive by 6:30 am. Polls close at 7:00 pm.

<table>
<thead>
<tr>
<th>Judge</th>
<th>Shift 1 (6:30 am - 11:30 am)</th>
<th>Shift 2 (11:30 am - 4:30 pm)</th>
<th>Shift 3 (4:30 pm - finish)</th>
<th>Fee</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynnette Hailey - Head Judge</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$450</td>
<td>Confirmed</td>
</tr>
<tr>
<td>John Kittridge</td>
<td>X</td>
<td>X</td>
<td></td>
<td>$200</td>
<td>Confirmed</td>
</tr>
<tr>
<td>Dolores Spellman</td>
<td></td>
<td></td>
<td>X</td>
<td>$100</td>
<td>Confirmed</td>
</tr>
<tr>
<td>Cindy McClenon</td>
<td></td>
<td>X</td>
<td>X</td>
<td>$200</td>
<td>Confirmed</td>
</tr>
<tr>
<td>Joann Kerr</td>
<td></td>
<td></td>
<td>X</td>
<td>$200</td>
<td>Confirmed</td>
</tr>
<tr>
<td>Patty Torres</td>
<td>X</td>
<td></td>
<td>X</td>
<td>$200</td>
<td>Confirmed</td>
</tr>
<tr>
<td>Tommy Gish - Alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,350</strong></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION 61-2017
A RESOLUTION
APPROVING THE
PURCHASE OF 41 VHF
RADIOS FROM QDS
COMMUNICATIONS,
INC. FOR AN AMOUNT
NOT TO EXCEED
$71,000.00
TITLE: A RESOLUTION APPROVING THE PURCHASE OF 41 VHF RADIOS FROM QDS COMMUNICATIONS, INC. FOR AN AMOUNT NOT TO EXCEED $71,000.00

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

Section 1. The City Council hereby approves the purchase of 41 VHF radios from QDS Communications, Inc. for an amount not to exceed $71,000.00.

RESOLVED AND PASSED this 27th day of September, 2017.

______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Resolution for the purchase of VHF portable radios and accessories from QDS Communications, Inc. for the Fire, Police and Public Works departments

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: MOTION TO APPROVE: Resolution 61-2017. A resolution approving the purchase of 41 VHF radios from QDS Communications, Inc. for an amount not to exceed $71,000.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Within the budget of the Fire Department and Public Works is the replacement of currently utilized VHF portable radios which have reached end of service life. The total purchase provides Fire with 25 radios and accessories, Police with 6 radios and accessories and Public Works with 10 radios and accessories. This replaces the current radios that have reached end of service life and allows them to be transferred to an emergency cache of radios for a large scale incident or disaster. While Fire and Public Works are replacing all radios the additional Police radios will complete a multi-year replacement plan. All three departments will now have the same model radio for interoperability.

Two vendors bid on the RFP which was sent to multiple vendors and one vendor provided two different model radios for the bidding process.

QDS Communications, Inc. is an authorized Motorola vendor and currently provides support to our radio system infrastructure. They have a significant history of providing this service to the City of Black Hawk.

AGENDA DATE: September 27, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: Existing Fire and Public Works budgets

DEPARTMENT DIRECTOR APPROVAL: X Yes [ ]No

STAFF PERSON RESPONSIBLE: Don Taylor

DOCUMENTS ATTACHED: No

RECORD: [ ]Yes X No

CITY ATTORNEY REVIEW: X Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:

Don Taylor, Fire Chief/Emergency Manager
Jack D. Lewis, City Manager