



REGULAR MEETING AGENDA

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

February 10, 2016
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. INTRODUCTION OF NEW EMPLOYEE: Janice Beecher, CP&D Permit Technician
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. PRESENTATION: Mary Boardman – North Clear Creek Water Treatment Plant
8. APPROVAL OF MINUTES: January 27, 2016
9. PUBLIC HEARINGS
 - A. CB 2, An Ordinance Amending Section 10-222, Subsection (e) of the Black Hawk Municipal Code Regarding False Alarms is Repealed and Reenacted
 - B. CB 3, An Ordinance Amending Section 6-536 of the Black Hawk Municipal Code Regarding Administrative Approvals of the Recertification of Promotional Associations
10. ACTION ITEMS:
 - A. Resolution 6-2016, A Resolution Cancelling the April 5, 2016 Election and Declaring Candidates Elected
 - B. Resolution 7-2016, A Resolution Approving a Contract to Exchange Real Estate Between the City of Black Hawk and Sandy Hoffman
 - C. Resolution 8-2016, A Resolution Approving a Contract to Buy and Sell Real Estate Between the City of Black Hawk and AA&S, Inc.
11. CITY MANAGER REPORTS:
12. CITY ATTORNEY:
13. EXECUTIVE SESSION:
14. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.



BLACK HAWK [®]

CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



JANICE M. BEECHER **PERMIT TECHNICIAN**

Janice has resided in Colorado since 1968, mostly in the Lakewood area, but recently relocated and is now a proud Black Hawk resident with her 18 year old cat, Mickey. She has two grown children who both live in the Denver area, but no grandchildren yet!

Janice's career path includes experience as an AP Specialist, a Certified Veterinarian Technician and in August 2014 joined Community Planning and Development as an employee through the Ajilon professional staffing agency.

After being with the City for 1.5 years as a valuable member of the staff, Janice applied and interviewed for the newly created position of Permit Technician. She is responsible for records management and all permits issued through the department. She is thrilled to be a City of Black Hawk employee and resident.



Central City / Clear Creek Superfund Site



North Clear Creek
Water Treatment Plant

February 2016

Presentation Outline

Background

- Superfund Site History

- Objectives

- Project Logistics

Building Preview

- Function

- Form

Superfund Site Background

- Listed on NPL in 1983
- Historic gold mining and milling area
- 400 square mile Clear Creek watershed makes up Superfund Study Area
- Four Operable Units
- OU4 focused on North Clear Creek
- About \$ 45,000,000 spent on remedial actions and operations and maintenance to date
- Final remedial action

OU4 Site Activities

2 sediment retention dams, 2 check dams

14 waste piles closed in place

8 waste piles relocated to on-site repository

NCC stream stabilization, relocation of tailings to on-site repository

Mine drainage pipeline

Quartz Hill waste pile in place closure

NCCWTP - Gregory Incline, National Tunnel, Gregory Gulch

General Location



Contaminated Water



Gregory Gulch

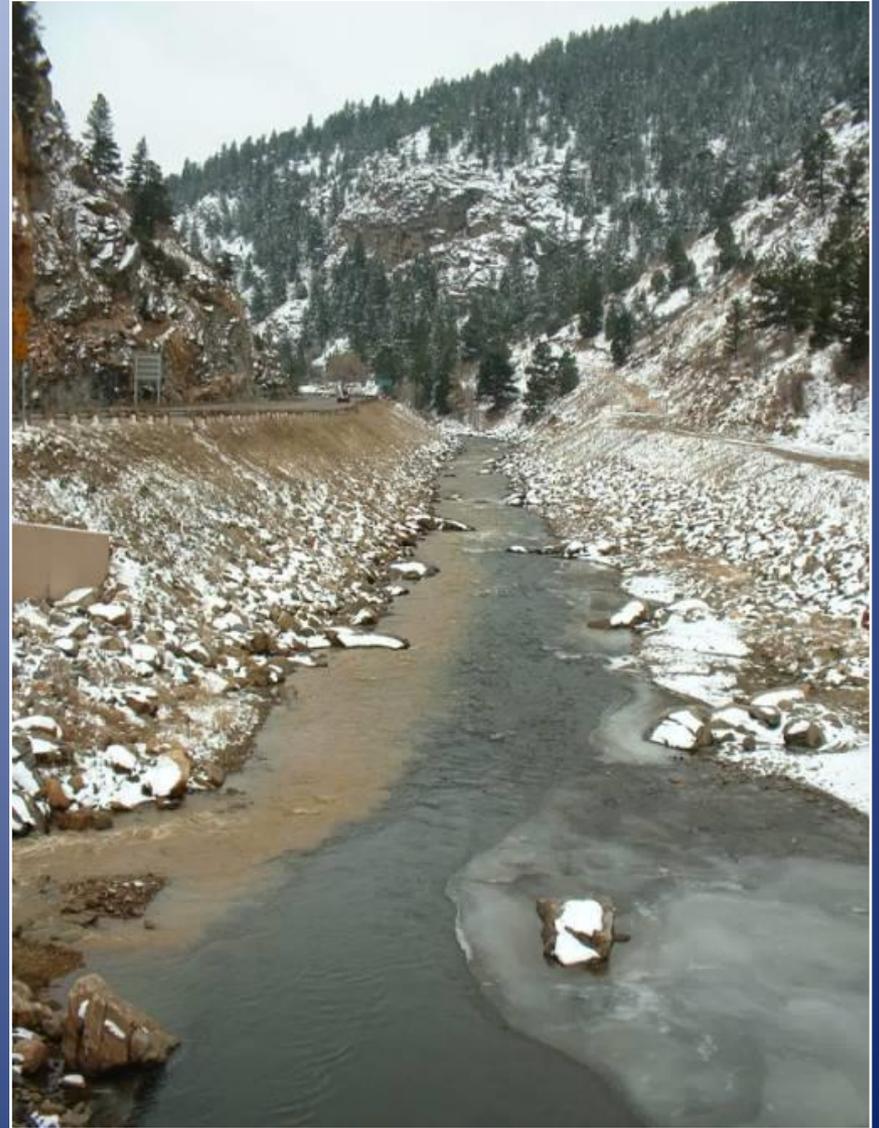


National Tunnel



Gregory Incline

Impacts to North Fork, mainstem Clear Creek



Impacts continued

Toxicity testing shows 100% mortality to water fleas and 50% mortality to Fathead Minnows. Trout are generally more sensitive to metal toxicity than Fathead Minnows.



Below the acid mine drainage discharges, North Clear Creek is acutely toxic to trout and macroinvertebrates

Chronic reproductive effects are observed within mainstem Clear Creek below the confluence of North Clear Creek

Operable Unit 4:



Remediation goals:

- Promote brown trout survival in North Fork; and
- Allow for a viable, reproducing brown trout population in Clear Creek.

Remedial action objectives:

- Reduce runoff from tailings/waste rock piles to minimize ground and surface water contamination; and
- Treat acid mine drainage.

OU4 Record of Decision

Acid Mine Drainage Remedy

Active treatment of Gregory Incline and Gregory Gulch at the privately owned Bates Hunter Water Treatment Plant

Passive treatment of National Tunnel downstream of Black Hawk

Location, Location, Location



Agency Collaboration



COLORADO
Department of Transportation



Projects

You are here: [Home](#) / [Projects](#) / SH 119 North Clear Creek Valley Restoration Project

Quick Links

[What is NCCMAC?](#)

[Projects](#)

[News and Events](#)

[Gallery](#)

[NCCMAC Documents](#)

SH 119 North Clear Creek Valley Restoration Project

Welcome!

The North Clear Creek Valley Restoration Project is located in Gilpin County along Colorado State Highway 119, starting in the City of Black Hawk and continuing east for approximately 1.5 miles.

The goal of the North Clear Creek Project is to:

- 1) Improve safety and access for tourist and local traffic in Black Hawk
- 2) Improve surface water quality of North Clear Creek to be habitable for aquatic life
- 3) Reduce metals toxicity to aquatic insects
- 4) Restore brown trout populations south of Black Hawk
- 5) Improve drinking water quality for downstream providers.

[Click here for information on the SH 119 Mine Drainage Pipeline project being conducted by the Colorado Department of Public Health and Environment.](#)

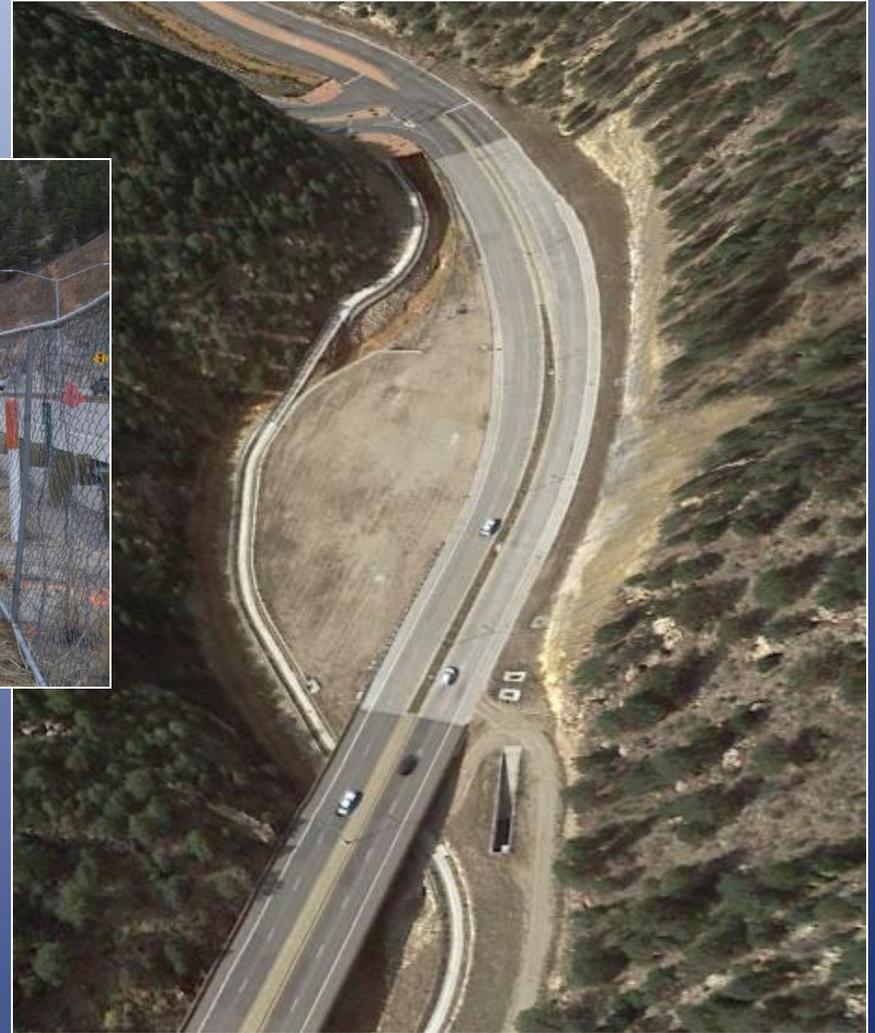


Project Contacts

Russel Cox
CDOT Resident
Engineer
(720)497-6905
russel.cox@state.co.us

Bob Wilson
CDOT Public
Relations Manager
(303)757-9431
bob.j.wilson@state.co.us

A Suitable Location



April 2010 Amendment

Acid Mine Drainage Remedy

Active treatment of Gregory Incline, Gregory Gulch and National Tunnel at a new water treatment plant, to be built on property owned by CDOT

Local Support



BLACK HAWK

Public Works
Department

460 Gregory Street
P.O. Box 66
Black Hawk, CO 80422

303/582-1324
Fax: 303/582-2250

Mayor
David D. Spellman

Aldermen
Linda Ambright
Paul G. Barnett
Diane Coles
Kathleen Doles
Tom Kerr
Greg Moates

City Attorney
Corey Y. Hoffmann

City Manager
Richard F. Lezner

Assistant to the City Manager
for Administration
Melissa Grimes

Assistant to the City Manager
for Finance
Dana Wood

City Clerk
Jessie M. Magno

Fire Chief
Robert Norris

IT Director
Jeffrey L. Young

Police Chief
Stephen H. Cole

Public Works Director
Thomas Isbester, P.E.

March 30, 2009

Colorado Department of Public Health and Environment
Hazardous Materials and Waste
4300 Cherry Creek Drive South
Denver, Colorado 80246

Attn: Mr. Ron Able, Sr.

Re: National Tunnel

Dear Mr. Able:
The City of Black Hawk
Public Health and Environment
Agency (EPA) to control
the effluent from the
CDPHE's current
Tunnel mine was
Hunter water treatment
facility for the City
major contribution
treatment of this
seems to be satisfactory.

The mission
Committee
To enhance
tailings and
transport

Not address
resources
product
adversely
area for
site for
& Ground

Fur
Inc
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In 1983, Central City/Clear Creek Superfund Site was listed on the EPA. Twenty six years later, we still do not have a contributor of the North Clear Creek.

Please, let us work together to follow the mission of the EPA and responsibility to the people of Colorado and Gilpin County service.

Regards,

Thomas Isbester, P.E.
Public Works Director

CC: Mike Holmes, Remedial Project Manager
Russel Cox, CDOT, RE-R6
John Crowder, Parsons
Medill Barnes, Silver Dollar



UPPER CLEAR CREEK
WATERSHED
P.O. BOX 66
IDAHO

January 15, 2010

Mary Boardman
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

Re: Proposed plan to amend the OU4 ROD

Ms. Boardman:

The Upper Clear Creek Watershed Agency is responsible for testing, monitoring, and reporting resource issues through the upper portion of the watershed. It includes 20 municipalities, counties, and the Clear Creek watershed in Clear Creek and Gilpin County. Any proposed action that may impact the watershed is subject to review.

At its regular meeting on January 14, 2010, the Board of Directors proposed plan to amend the OU4 ROD for the Incline and Gregory Gulch in Gilpin County.

Project such as this one, along with other projects, is supported by the members of the Board of Directors.

Thank you for bringing this issue to our attention.

Phyllis Adams
Secretary/Treasurer



BLACK HAWK

Public Works
Department

460 Gregory Street
P.O. Box 66
Black Hawk, CO 80422

303/582-1324
Fax: 303/582-2250

Mayor
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Community Planning &
Development Coordinator
Cynthia Liner

Fire Chief
Robert Norris

IT Director
Jeffrey L. Young

Police Chief
Stephen H. Cole

Public Works Director
Thomas Isbester

70751 C:\C:\JL\W\J...
JAN 21 2010

Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

Attn: Mary Boardman

RE: Operable Unit 4 Record of Decision

February 3, 2010

Dear Ms. Boardman:

The City of Black Hawk wishes to add our support to the Proposed Plan to Amend the Operable Unit 4 Record of Decision for the Active Treatment of the National Tunnel, Gregory Incline and Gregory Gulch. It was our belief that a new active treatment facility would be a better option for treating the mine drainage than attempting to use the existing privately owned Bates Hunter treatment plant.

- There are three major reasons for our supporting the Amended Plan:
1. The Bates Hunter is an older facility and may not be as effective as a newer facility would be using current technology.
 2. The new active treatment facility would be a public owned treatment works controlled by the EPA and CDPHE, not dependent on a private owner and their mining operation.
 3. An Active treatment will be more effective than the passive treatment and able to react to possible changes in water quality.

The City of Black Hawk supports the Amended Plan and would like to continue our participation with the CDPHE & EPA in your continuing effort to clean the contamination left behind by Gilpin County's mining past.

Respectfully submitted,

James R. Ford, P.E.
City of Black Hawk
Water System Coordinator

A Strong Start



Colorado Department
of Public Health
and Environment

April 22, 2008

Contacts: Bob Wilson, CDOT Public Relations, (303) 757-9433
Warren Smith, CDPHE Community Involvement, (303) 692-3377

JOINING TOGETHER FOR NORTH CLEAR CREEK

Partnership seeks to improve highways, waterways & wildlife

GILPIN COUNTY – An innovative project through North Clear Creek Canyon has brought together several diverse organizations, working in partnership, to improve the State Highway (SH) 119 corridor between U.S. 6 and Black Hawk.

The Colorado Department of Transportation (CDOT), Colorado Department of Public Health and Environment (CDPHE), Environmental Protection Agency (EPA) and the Silver Dollar Metropolitan District (SDMD), along with a number of other agencies, have combined resources to mitigate mining impacts under Superfund*, and to improve fish and wildlife habitat and transportation safety along the corridor. Because some of the projects, especially mine cleanup, are administered by other state or federal agencies, CDOT formed the North Clear Creek Mitigation Advisory Committee or NCCMAC, allowing various entities to share information and coordinate information gathering.

"NCCMAC has allowed us to develop new relationships with a number of different agencies and ultimately, that will enhance the project. Engineer Russel Cox. "By working together, we'll be improving the quality of the project."

Project coordination through

- Information sharing and coordination effort on concurrent projects
- Coordinating project activities with other CDOT projects along the corridor
- Combining projects, especially mine cleanup, can result in more than one project as cost effective

The EPA and CDPHE are working from the Gregory Incline and North Clear Creek being coordinated with CDOT's project to widen SH 119 from two to four lanes, one



November 16, 2010



Colorado Department
of Public Health
and Environment

Contacts, (303) 757-9431

Event Marks Start of Highway 119 Reconstruction

GILPIN COUNTY - The Colorado Department of Transportation (CDOT), Colorado Department of Public Health and Environment (CDPHE), Environmental Protection Agency (EPA), Gilpin County, and the City of Black Hawk celebrated the beginning of the (SH) State Highway 119 Main Street South Project with a "ground-picking" today.

widening SH 119 from two to four lanes, beginning at the south end of Black Hawk and approximately ½ mile. Other improvements include:

• widening North Clear Creek, straightening a curved highway segment

• adding an pedestrian path and bridge

• retaining walls and rock slope cuts

• reconstruction at Douglas Mountain Drive, including new turn lanes

• reconstruction of SH 119 between the new widened segment and U.S. 6 junction

"This project like this finally underway," said Gilpin County Commissioner Buddy Schmalz. "It will benefit all those who use the highway—residents, employees and visitors alike—but it will also benefit the beauty and usability of Clear Creek Canyon, and at the same time, improve the environment."

Construction is scheduled to begin on Monday, November 29. Work hours are 3 a.m. to 2 p.m., Monday through Friday, with delays up to 10 minutes. However, blasting operations, primarily between 7 a.m. and 9 a.m., will last up to 20 minutes. A 30 mph speed limit will be in place at all times and vehicles wider than 8 feet are restricted from traveling through the work zone.

"Black Hawk is excited to see this project finally kick off," said Black Hawk Mayor David Schmalz. "This is a huge improvement for those who drive to Black Hawk for work or play."

A Long Pause

DISTRICT COURT, WATER DIVISION NO. 1
STATE OF COLORADO
901 9th Avenue
Greeley, Colorado 80631

IN THE MATTER OF THE APPLICATION OF THE
CITY OF BLACK HAWK FOR WATER RIGHTS IN
CLEAR CREEK AND ITS TRIBUTARIES,

IN GILPIN AND CLEAR CREEK COUNTIES.

ATTORNEYS FOR APPLICANT:

Harvey W. Curtis, #8,246
David L. Kueter, #26,136
Harvey W. Curtis & Associates
8310 South Valley Highway, Ste. 230
Englewood, Colorado 80112 Phone: 303-292-1144

**APPLICATION FOR CONDITIONAL DIRECT FLOW WATER RIGHTS AND FOR
CONDITIONAL APPROPRIATIVE RIGHTS OF SUBSTITUTION AND EXCHANGE**

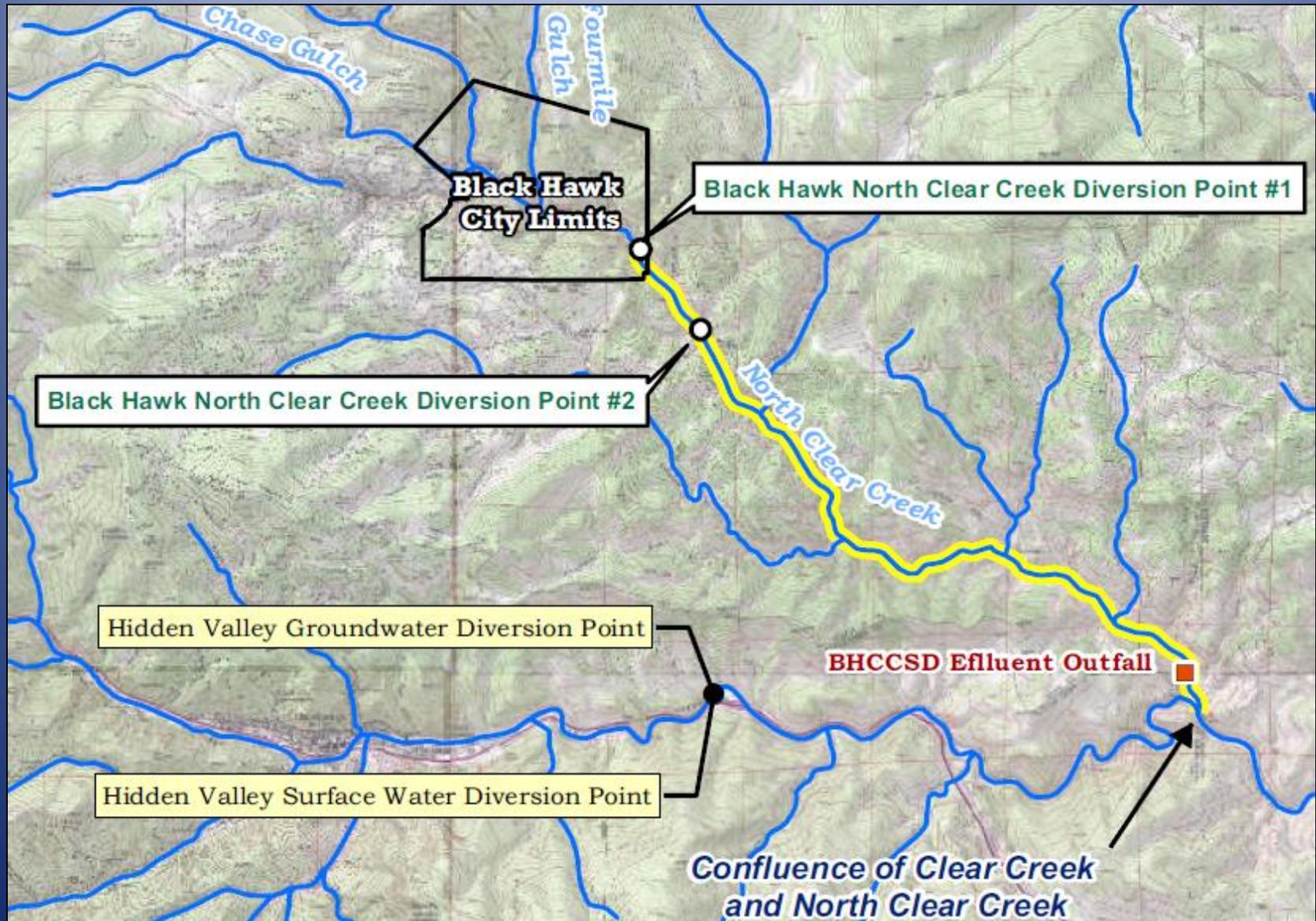
EFILED Document – District Court
2010cw308
CO Weld County District Court 19th JD
Filing Date: Dec 30 2010 12:51PM MST
Filing ID: 35119013

▲ COURT USE ONLY ▲

Case Number: 2010CW _____

Water Division No. 1

North Clear Creek Water Usage



NCCWTP Design

Design completed August 2012

Golder Associates Inc.
Bennett, Wagner & Grody
Martin/Martin
Eaton

Code Compliance

Process defined by State Buildings Program
Colorado Code Consulting LLC

Procurement Process

Prequalification
Sealed Bids



Moving Forward - Construction

Notice to Proceed issued December 9, 2015

Moltz Construction Inc.

Costs

\$16,600,000 construction contract

\$1,500,000 for engineering oversight, special inspections,
furnishings, fees

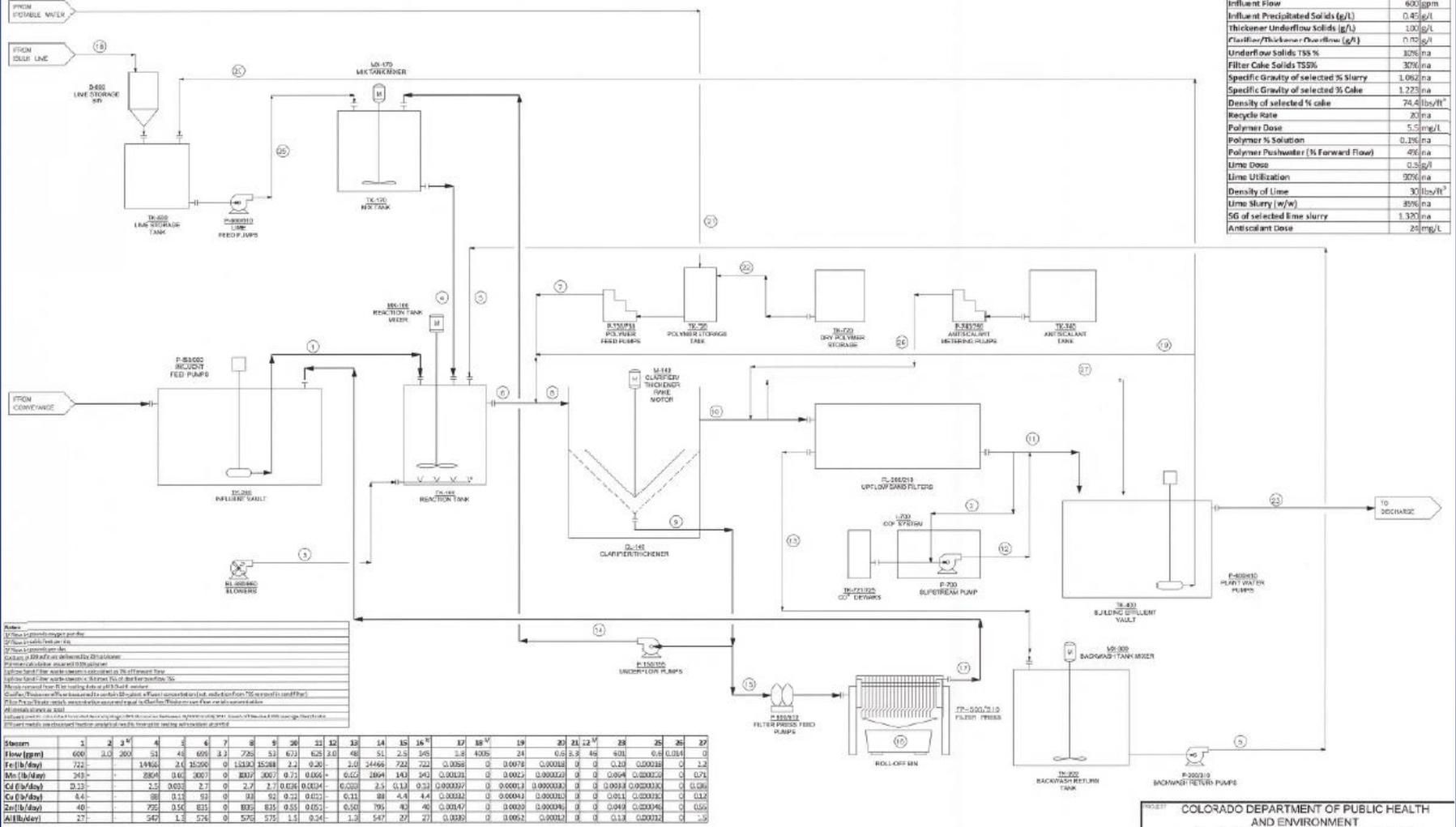
Inspections

Process defined by CERCLA, State Buildings Program

Engineering Team, Colorado Code Consulting, Martinez

Associates, State Inspectors, Black Hawk Fire Department

Treatment Process



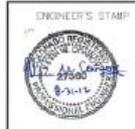
Mass Balance Inputs:

Influent Flow	600 gpm
Influent Precipitated Solids (g/L)	0.45 g/L
Thickener Underflow Solids (g/L)	100 g/L
Clarifier/Thickener Overflow (g/L)	0.75 g/L
Underflow Solids TSS %	10%
Filter Cake Solids TSS %	30%
Specific Gravity of selected % Slurry	1.062 na
Specific Gravity of selected % Cake	1.225 na
Density of selected % cake	74.4 lbs/ft ³
Recycle Rate	20 na
Polymer Dose	5.5 mg/L
Polymer % Solution	0.1% na
Polymer Pushwater (% Forward Flow)	4% na
Lime Dose	0.5 g/L
Lime Utilization	90% na
Density of Lime	30 lbs/ft ³
Lime Slurry (w/w)	80% na
SG of selected lime slurry	1.325 na
Antiscalant Dose	25 mg/L

Notes:

- 1) Flow is generally average per hour.
- 2) Flow is variable from day to day.
- 3) Flow is variable from day to day.
- 4) Flow is variable from day to day.
- 5) Flow is variable from day to day.
- 6) Flow is variable from day to day.
- 7) Flow is variable from day to day.
- 8) Flow is variable from day to day.
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- 23) Flow is variable from day to day.
- 24) Flow is variable from day to day.
- 25) Flow is variable from day to day.
- 26) Flow is variable from day to day.
- 27) Flow is variable from day to day.

Stream	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Flow (gpm)	600	1.0	200	51	48	408	2.3	726	53	623	2.0	48	51	2.3	50	2.5	4035	24	0.5	2.5	40	408	0.00018	0	0.014	0	
Fe (lb/day)	722		14956	24	15350	0	12492	15288	2.2	0.26	3.0	24466	724	724	0.0095	0	0.0078	0.00018	0	0	0.23	0.00018	0	0.086	0	0.71	
Mn (lb/day)	243		2804	0.62	3007	0	2397	3007	0.71	0.066	6.02	2894	143	543	0.00019	0	0.0023	0.00018	0	0	0.064	0.00018	0	0.086	0	0.71	
Cd (lb/day)	0.13		2.5	0.023	2.7	0	2.7	2.7	0.036	0.0034	0.0001	0.0001	2.5	1.9	0.23	0.00019	0	0.00018	0.00018	0	0.0034	0.00018	0	0.086	0	0.71	
Zn (lb/day)	4.4		88	0.11	93	0	74	92	0.23	0.015	0.11	88	4.4	4.4	0.00019	0	0.00018	0.00018	0	0	0.015	0.00018	0	0.086	0	0.71	
Ca (lb/day)	40		725	0.52	825	0	893	825	0.55	0.052	0.30	795	42	46	0.00019	0	0.00018	0.00018	0	0.048	0.00018	0	0.086	0	0.71	0.55	
Al (lb/day)	27		547	1.3	576	0	576	575	1.5	0.54	1.3	547	27	27	0.00019	0	0.00018	0.00018	0	0	0.13	0.00018	0	0.086	0	0.71	



NO.	REVISION DESCRIPTION	PREPARED BY	DATE	DESIGN	CHECK	REVIEW
1	ISSUED FOR CONSTRUCTION		08/27/15	DNB	DJ	DE-F

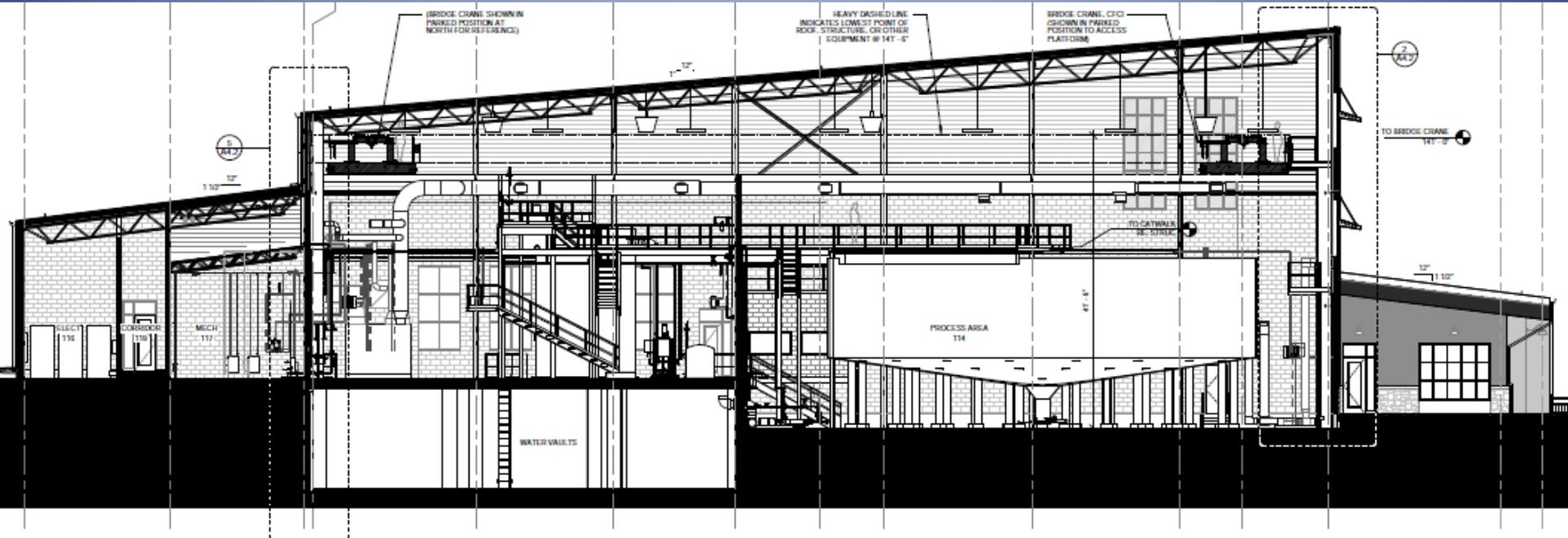
PROJECT: COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
CU4 WATER TREATMENT PLANT DESIGN

PROCESS FLOW DIAGRAM

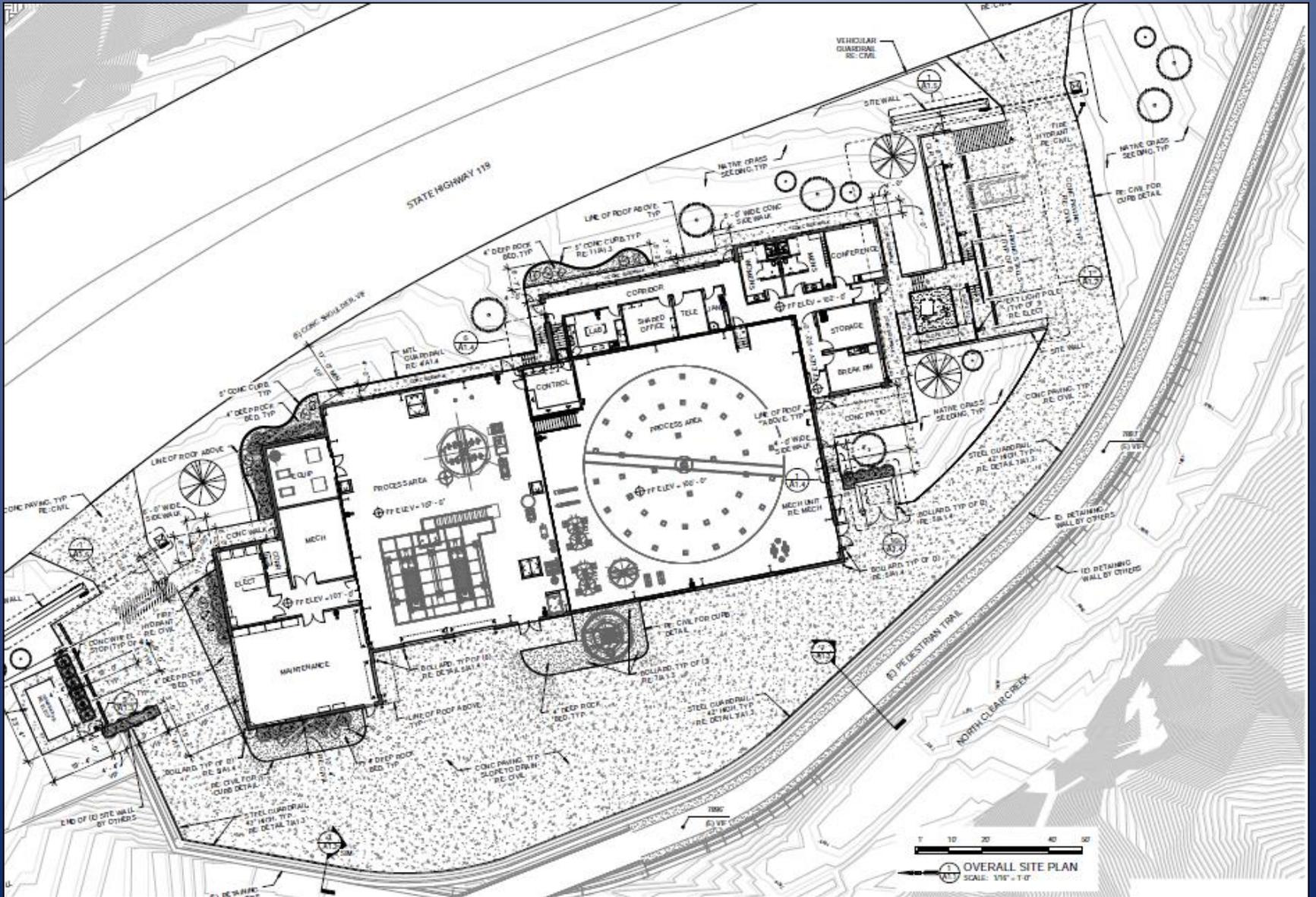
Golder Associates

FILE NO: 103871312
PROJECT NO: P-01
P1.0

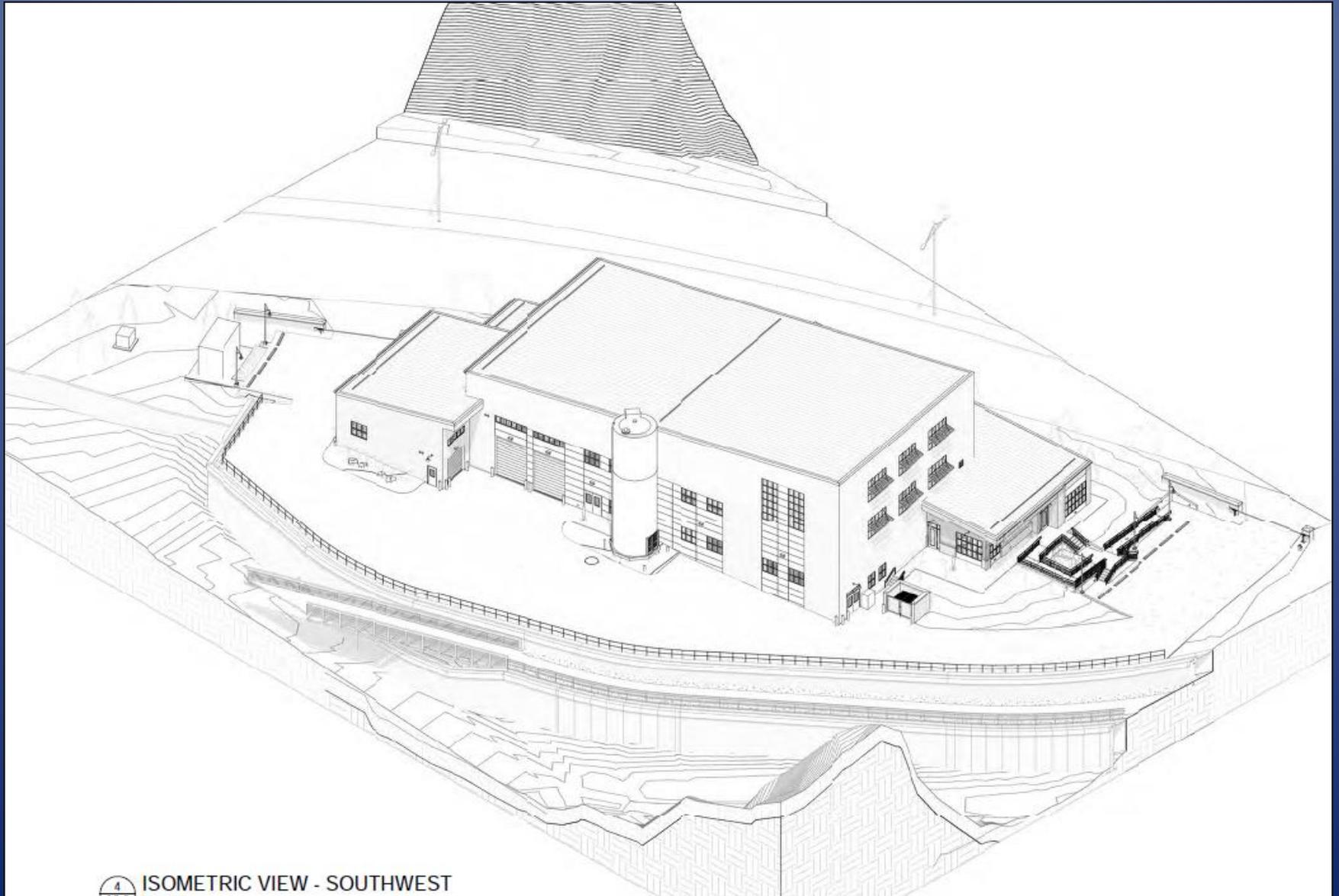
Equipment Layout



Site Layout

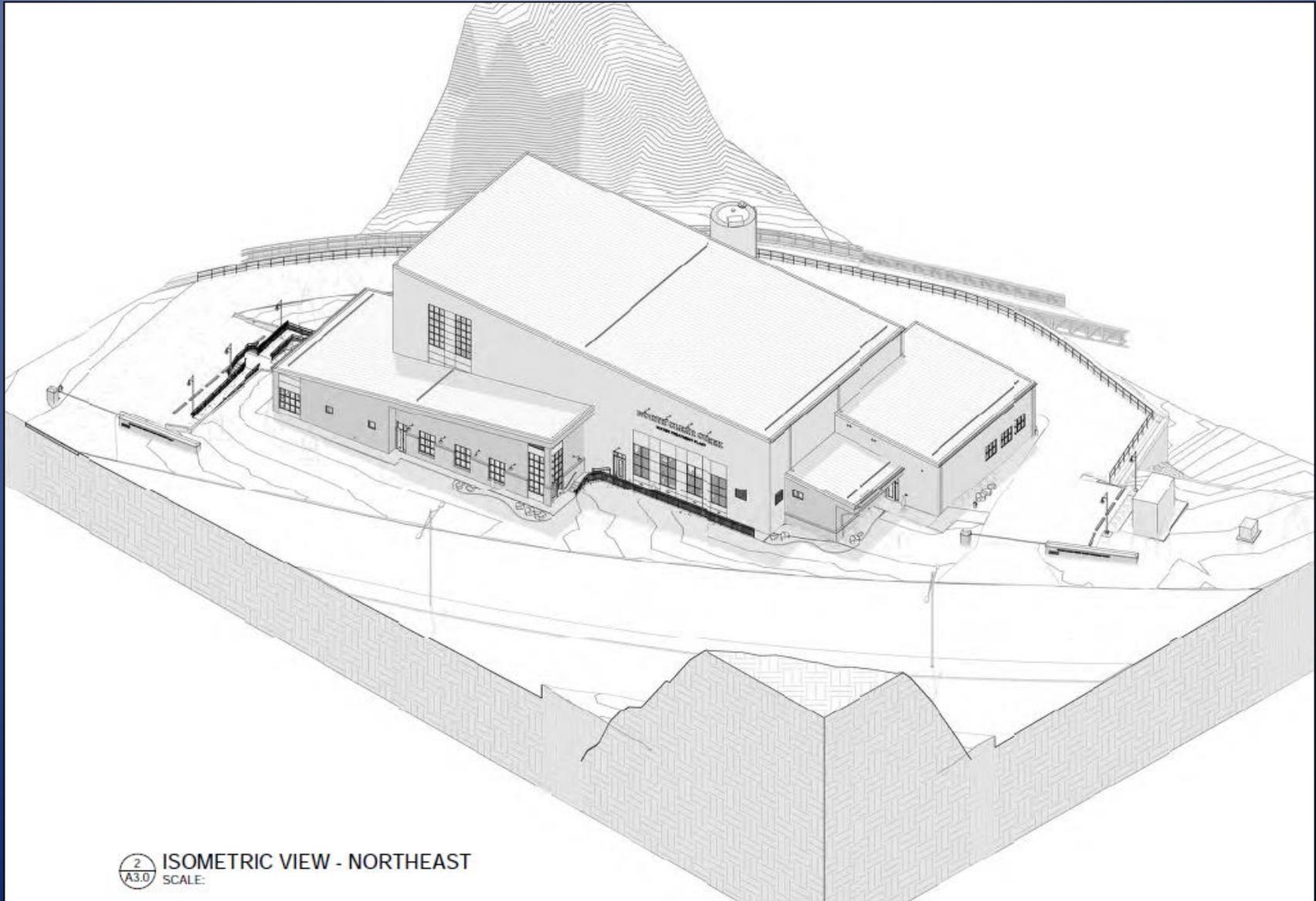


Isometric View – Building Rear



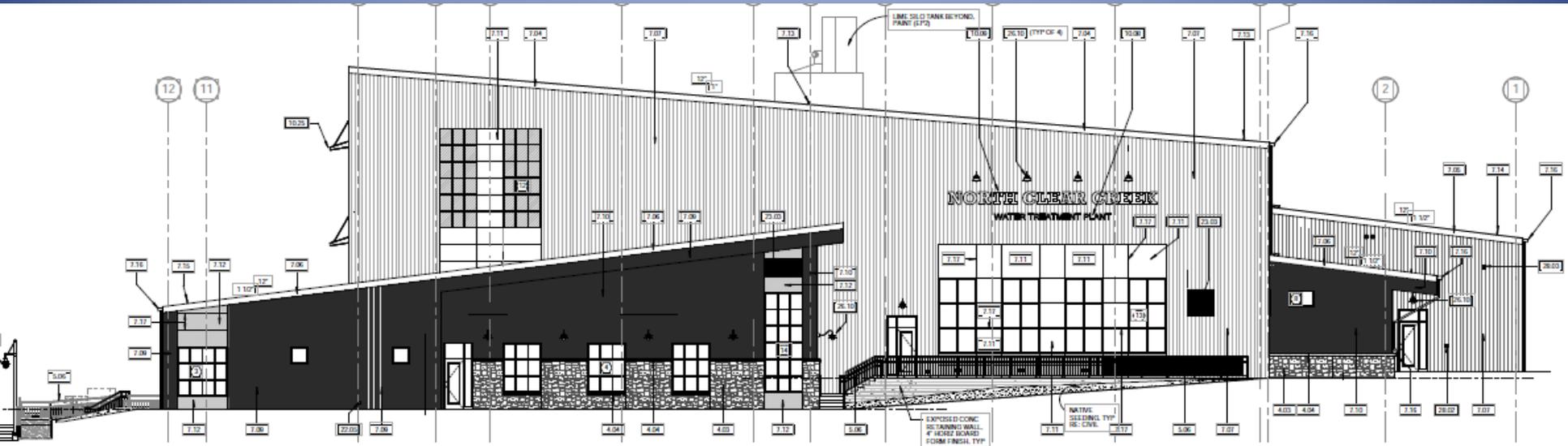
4 ISOMETRIC VIEW - SOUTHWEST

Isometric View – Building Front



2 ISOMETRIC VIEW - NORTHEAST
A3.0 SCALE:

Building Materials



Color Palette

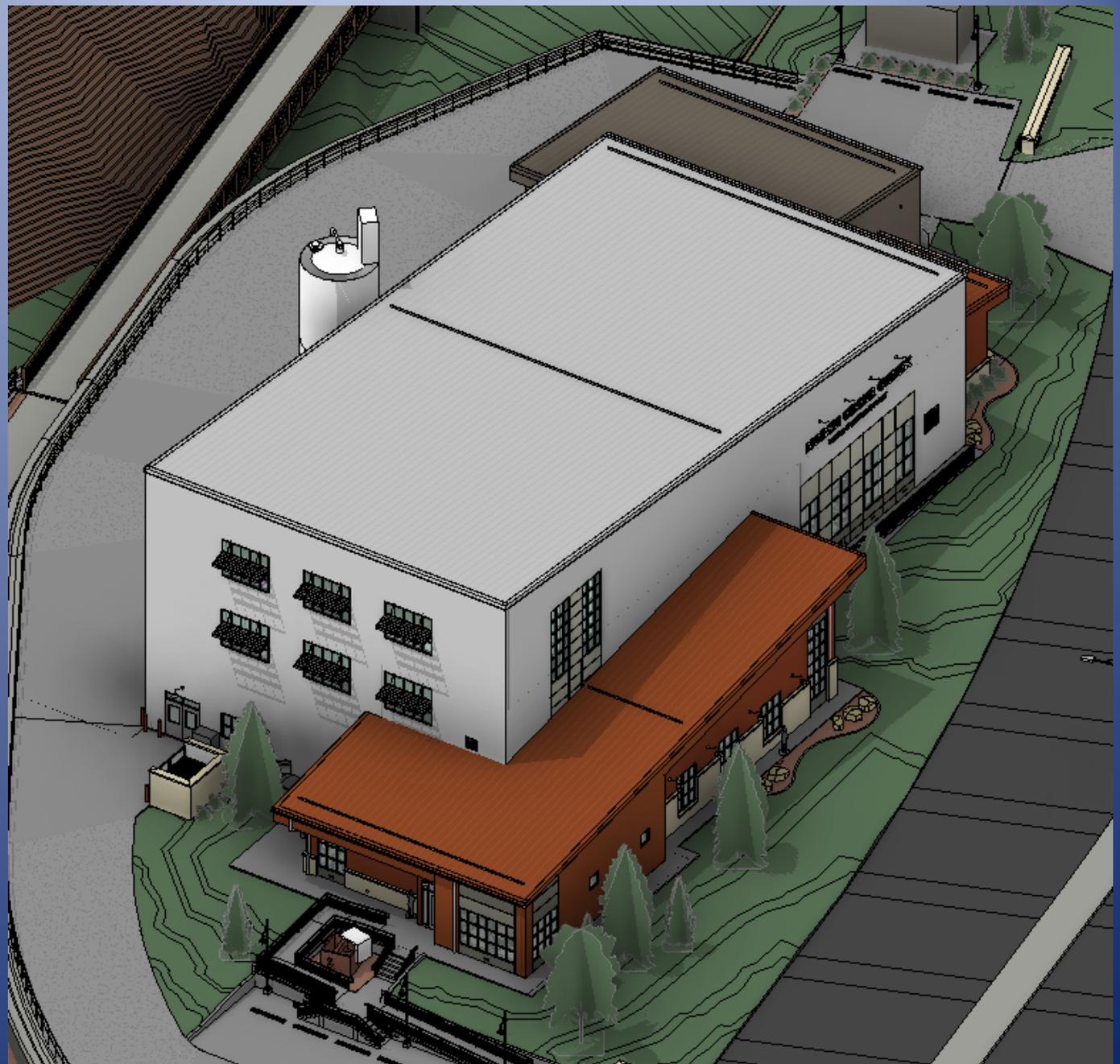
Galvume – Process Area

Copper Red – Admin Buildings

Champagne Gold –
Process Area Accents

Bronze II –
Maintenance Building &
Admin Area Accents

Color Rendering



Street View



Questions?

Mary Boardman
303-692-3413
mary.boardman@state.co.us



**City of Black Hawk
City Council**

January 27, 2016

MEETING MINUTES

New Black Hawk Firefighter Jordan Stone rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, January 27, 2016, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Community Planning and Development Administrator Linker, Public Works Director Isbester, Senior Civil Engineer Ford, Water Department Superintendent Fredericks, Fire Chief Taylor, Firefighter Stone, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin stated the item under City Manager Reports was moved to Action Item H.

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

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

5. **INTRODUCTION OF NEW EMPLOYEES:** Firefighter Jordan Stone

Fire Chief Taylor said the Fire Department is now fully staffed and introduced their newest addition, Jordan Stone, who comes from the Fairmount Fire Protection District. He was warmly welcomed.

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

7. APPROVAL OF MINUTES January 13, 2016.

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

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

8. PUBLIC HEARINGS:

None

9. ACTION ITEMS:

A. Resolution 5, A Resolution Approving Certain Service Agreements for Calendar Year 2016

Mayor Spellman read the title.

Public Works Director Isbester stated that these were additional on-call service providers used by Public Works.

MOTION TO APPROVE Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 5-2016, Resolution Approving Certain Service Agreements for Calendar Year 2016.

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

B. Local Liquor Licensing Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for Front Range Entertainment District, LLC

Mayor Spellman read the title and introduced Council as the Local Liquor Licensing Authority.

Sean Demeule, General Manager of the Ameristar Casino at 111 Richman Street, was present on behalf of the applicant. City Attorney

Hoffmann explained that an applicant is to provide the needs and desires as to why they are seeking a promotional association. Mayor Spellman asked Mr. Demeule if he believed this Promotional Association would drive an increase of the visitor velocity the City is trying to achieve, and he replied yes.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve the Certification of a Promotional Association and Common Consumption Area for Front Range Entertainment District, LLC.

MOTION PASSED

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

- C. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for AG Black Hawk Promotional Association I**
- D. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for Horseshoe Gilpin Inc.**
- E. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for Isle Promotional Association Inc.**
- F. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for The Lodge Association Inc.**
- G. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for the Monarch Promotional Association Inc.**

Mayor Spellman combined items 9C through 9G, read the titles and reminded Council that they were still acting as the Local Liquor Licensing Authority.

City Attorney Hoffmann said there were no violations for any of these establishments, and if there had been, staff would have been obligated to bring it back before the Local Liquor Licensing Authority. He suggested amending the code so that these renewals could be done administratively, barring any negative information. Representatives from each establishment were present in the audience and Mayor Spellman thanked them all for not having any violations.

MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve the Recertification's of a Promotional Association for AG Black Hawk Promotional Association I, Horseshoe Gilpin Inc., Isle Promotional Association Inc., The Lodge Association Inc., and the Monarch Promotional Association Inc.

MOTION PASSED

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

H. Draft Ordinance for the Adoption of the 2015 International and Model Code Series

Mayor Spellman read the title.

Community Planning and Development Administrator Linker introduced this item. She said that normally the City would adopt the most current code every 3-4 years, and would now like to update to the 2015 code. Linker had previously set on Council's dais the notice of public hearing and a copy of the draft ordinance for their review. She mentioned a change was made to better clarify when certain permits are required, both in the residential and commercial areas.

City Attorney Hoffman explained the process for adopting a code by reference, which requires a public notice to be published twice, and that Council may approve this first reading today, with the public hearing to be held on February 24.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve the draft Ordinance for the Adoption of the 2015 International and Model Code Series.

MOTION PASSED

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

10. CITY MANAGER REPORTS:

City Manager Lewis announced that the City has initiated a Maintain Don't Gain wellness program over the holidays and for the last two years has extended participation in the program to the casinos. He said he was happy to announce the winner this year was the Canyon Casino's, "Black Hawk Butt Busters," and a few of the team members were present to receive the traveling trophy award presented by the Mayor. He added that 2nd place was the City of Black Hawk's Team, "Team Selakers."

11. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 and 5 for Executive Session regarding potential legislation.

MOTION TO ADJOURN INTO EXECUTIVE

SESSION

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:15 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:20 p.m.

MOTION PASSED

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:20 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

COUNCIL BILL 2
AN ORDINANCE AMENDING
SECTION 10-222, SUBSECTION
(e) OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING FALSE ALARMS
IS REPEALED AND
REENACTED

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

COUNCIL BILL NUMBER: CB2

ORDINANCE NUMBER: 2016-2

TITLE: AN ORDINANCE AMENDING SECTION 10-222, SUBSECTION (e) OF THE BLACK HAWK MUNICIPAL CODE REGARDING FALSE ALARMS IS REPEALED AND REENACTED TO READ AS FOLLOWS:

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

Section 1. Section 10-222, subsection (e) of the Black Hawk Municipal Code is repealed and reenacted to read as follows:

(e) When the Police or Fire Department, or any other City organization or agency responsible for emergency responses, responds to a signal activated by an alarm device, as defined above, and it appears after proper investigation that a false alarm did occur, then the owner or occupant of the premises to which the response is made, the designated person or company responsible for monitoring, and the person or company responsible for the installation and maintenance of the alarm device, shall each be subject to a false alarm service warning or fee.

(1) False alarms during the first thirty (30) days after the installation of a new alarm device shall result in a warning.

(2) The first five (5) false alarms at a particular location in each calendar year shall result in a warning. The owner, occupant, person or company found responsible for said premises shall be subject to the following presumptive service fee schedule:

A. A service fee of fifty dollars (\$50.00) for the sixth, seventh, eighth, ninth and tenth occurrence thereafter; and

B. A service fee of one hundred dollars (\$100.00) for the eleventh, twelfth, thirteenth, fourteenth and fifteenth occurrence.

C. The service fee shall be payable to the Finance Director and the City may maintain an action for said fee and all costs of collection. The notice of assessment of the service fee shall state that the fee may be appealed to the City Council within ten (10) days of the date of the assessment pursuant to this Subsection (e), provided that the fee is first paid to the City Clerk.

D. Provided, however, the City shall have the discretion, based on the existence of aggravating or mitigating circumstances, to deviate from the presumptive service fee

schedule and instead file an action in the Black Hawk Municipal Court as set forth in Section 10-222(e)(3) below.

(3) For those fire alarms in excess of fifteen alarms in any calendar year, the provisions of this subsection (e)(3) shall apply. Commencing on the sixteenth false alarm and any additional false alarms thereafter, the City shall be authorized to commence an action in the Black Hawk Municipal Court, and shall be authorized to seek the following remedies, which remedies shall be cumulative, and nothing in this Section shall be construed as either prohibiting or limiting the City from pursuing such other remedies or penalties, in an action at law or in equity:

A. A criminal penalty as set forth in Section 1-73 of this Code, but with a minimum penalty of five hundred dollars (\$500.00) for each such alarm; and

B. A mandatory injunction, requiring the installation of a new alarm device based on the proliferation of false alarms as defined herein.

C. Provided, however, the City shall have the discretion, based on the existence of mitigating circumstances, to impose a service fee instead of seeking relief in the Black Hawk Municipal Court.

(4) Upon receipt of a written notice that a service fee is due under this Section 10-222, the owner, occupant, person or company found responsible for the premises or the false alarm may appeal the assessment of the service fee to the City Council. Such appeal shall be written and shall be filed with the City Clerk within ten (10) days of the date of the assessment. The appeal shall state:

a. The name of the appellant;

b. The location of the premises where the false alarm occurred;

c. The dates and circumstances of all false alarms occurring on the same premises within the previous twelve (12) months;

d. The name of the agency within the City assessing the service fee; and

e. The appellant's grounds for believing that the service fee is not due under this Section.

(5) If the service fee is not paid within ten (10) days of the assessment, any appeal shall be denied. If the appeal is upheld by the City Council, the service fee shall be refunded.

(6) The City Council shall have no jurisdiction to review an appeal unless it is timely filed and the service fee timely paid. If an appeal is not timely filed, the City Council shall deny it, stating the reason therein.

(7) The decision of the City Council to deny or grant the relief requested in an appeal shall be final.

(8) Upon a finding of unusual hardship, the City Council may grant a waiver of the future application of this Section to an owner or occupant of a premises or a person or company doing business within the City. Such a waiver shall not be applied retroactively.

(9) All service fees and costs of collecting such fees shall be a debt due and owing the City, which shall be collected in any manner permitted by state law or local ordinance.

(10) In the event the City elects to seek relief in the Black Hawk Municipal Court, the City Council shall not have any jurisdiction over such matter.

Section 2. Safety Clause. The City Council 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 City Council 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 10th day of February, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: An Ordinance amending Section 10-222, Subsection (e) of the Black Hawk Municipal Code regarding false alarms is repealed and re-enacted.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: Approve the Ordinance amending Section 10-222, Subsection (e) of the Black Hawk Municipal Code regarding false alarms.

MOTION TO APPROVE (or deny, etc.) Ordinance 2016-2, An Ordinance amending Section 10-222 Subsection (e) of the Black Hawk Municipal Code regarding false alarms.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In 2015 after reviewing fire alarm response data for 2013 and 2014, the City of Black Hawk (Fire Department) re-instituted fees for responding to false fire alarms. This was done to recoup expenses derived from responding to these alarms and also to entice the property owner to maintain and/or upgrade their systems to reduce the number of false alarms received and responded to by the fire department. An audit of the 2015 data has demonstrated the 2015 fee schedule has shown no reduction in false fire alarm responses. The fire department is requested a modification to the established fee schedule to achieve the above state goals

AGENDA DATE: February 10, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Fire Chief Don Taylor

DOCUMENTS ATTACHED: Yes

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Don Taylor, Fire Chief

Jack D. Lewis, City Manager

COUNCIL BILL 3
AN ORDINANCE AMENDING
SECTION 6-536 OF THE BLACK
HAWK MUNICIPAL CODE
REGARDING
ADMINISTRATIVE
APPROVALS OF THE
RECERTIFICATION OF
PROMOTIONAL
ASSOCIATIONS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB3

ORDINANCE NUMBER: 2016-3

TITLE: AN ORDINANCE AMENDING SECTION 6-536 OF THE BLACK HAWK MUNICIPAL CODE REGARDING ADMINISTRATIVE APPROVALS OF THE RECERTIFICATION OF PROMOTIONAL ASSOCIATIONS

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

Section 1. Section 6-536 of the Black Hawk Municipal Code is amended by the addition thereto of a new subsection (c) to read as follows:

(c) The City Clerk is authorized to administratively approve the recertification of a promotional associations if, following the City Clerk's review of the information required to be submitted by this Section, there are no grounds for refusing to recertify or decertifying the promotional association.

Section 2. Safety Clause. The City Council 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 City Council 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 10th day of February, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Administrative Approval of Recertification of Promotional Associations

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

MOTION TO APPROVE (or deny, etc.) Ordinance 2016-3, An Ordinance Amending Section 6-536 of the Black Hawk Municipal Code Regarding Administrative Approvals of the Recertification of Promotional Associations

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Allowing the City Clerk administrative approvals for recertification of Promotional Associations is in keeping with liquor license renewals, and is a more efficient use of staff time.

AGENDA DATE: February 10, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: N/A

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, City Clerk

Jack D. Lewis, City Manager

RESOLUTION 6-2016
A RESOLUTION
CANCELLING THE
APRIL 5, 2016 ELECTION
AND DECLARING
CANDIDATES ELECTED

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

Resolution No. 6-2016

**TITLE: A RESOLUTION CANCELLING THE APRIL 5, 2016 ELECTION AND
DECLARING CANDIDATES ELECTED**

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

Section 1. The City has received the same number of Candidate Petitions and Write in Affidavits as the number of offices to be filled at the April 5, 2016 election as of the sixty third day before the election. Therefore, pursuant to Sec. 2-4(b) of the Black Hawk Municipal Code, the City Council hereby cancels the April 5, 2016 election.

Section 2. The following candidates are hereby deemed elected to four-year terms:

David D. Spellman, Mayor
Paul G. Bennett, Alderman
Gregory D. Moates, Alderman
Benito Torres, Alderman

Section 3. The City Clerk is hereby directed to provide notice of the cancellation of the election pursuant to C.R.S. § 31-10-507 and C.R.S. § 1-5-208(6).

RESOLVED AND PASSED this 10th day of February, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: April 5, 2016 Election

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

MOTION TO APPROVE (or deny, etc.) Resolution 6-2016, A Resolution Cancelling the April 5, 2016 Election and Declaring Candidates Elected

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City has received the same number of Candidate Petitions and Write-in Affidavits as the number of offices to be filled at the April 5, 2016 election as of the sixty-third day before the election.

AGENDA DATE: February 10, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: N/A

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, City Clerk

Jack D. Lewis, City Manager

RESOLUTION 7-2016
A RESOLUTION
APPROVING A CONTRACT
TO EXCHANGE REAL
ESTATE BETWEEN THE
CITY OF BLACK HAWK
AND SANDY HOFFMAN

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

Resolution No. 7-2016

TITLE: A RESOLUTION APPROVING A CONTRACT TO EXCHANGE REAL ESTATE BETWEEN THE CITY OF BLACK HAWK AND SANDY HOFFMAN

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

Section 1. The City Council hereby approves the Contract to Exchange Real Estate between the City of Black Hawk and Sandy Hoffman, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 10th day of February, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Contract to Exchange Real Estate

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

MOTION TO APPROVE (or deny, etc.) Resolution 7-2016, A Resolution Approving a Contract to Exchange Real Estate Between the City and Sandy Hoffman

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

See attached Contract to Exchange Real Estate

AGENDA DATE: February 10, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: Contract to Exchange Real Estate

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, City Clerk

Jack D. Lewis, City Manager

CONTRACT TO EXCHANGE REAL ESTATE

_____, 2016

1. PARTIES AND PROPERTY. The City of Black Hawk, Colorado (the "City") and Sandy Hoffman ("Hoffman"), on the terms and conditions set forth in this contract, agree to exchange the following described real estate in the County of Gilpin, Colorado, to wit:

See Exhibit A, attached hereto and incorporated herein by this reference to be conveyed from the City to Hoffman (the "City Property"); AND

see Exhibit B, attached hereto and incorporated herein by this reference to be conveyed from Hoffman to the City (the "Hoffman Property");

both properties collectively to be referred to as the "Respective Properties,"

together with all interest in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded.

2. INCLUSIONS/EXCLUSIONS. The exchange of the Respective Properties includes the following items (a) if attached to the Respective Properties on the date of this contract: lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), and garage door openers including 0 remote controls; (b) if on the Respective Properties whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, all keys and (c) N/A

The above-described included items (Inclusions) are to be conveyed to by bill of sale at the closing, free and clear of all taxes, liens and encumbrances, except as provided in Section 10. The following attached fixtures are excluded from this sale: N/A

3. PURCHASE PRICE AND TERMS. The purchase price for the Respective Properties will be the exchange of one for the other with closing costs to be split evenly between the City and Hoffman at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

4. NOT ASSIGNABLE. This contract shall not be assignable by either party. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

5. EVIDENCE OF TITLE. The Parties shall obtain at their own expense a current commitment for owner's title insurance policy in an amount equal to Thirty Thousand Dollars (\$30,000.00) per Property as equivalent to the purchase price, on or before February 24, 2016 (Title Deadline). Each Party will pay a title insurance premium at closing.

6. TITLE.

(a) Title Review. Each Party shall have the right to inspect the Title Documents. Written notice by either party of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by one party and given to the other on or before 10 calendar days after Title Deadline, or within five (5) calendar days after receipt by any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If notice by the date(s) specified above are not received, the Parties shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. The Parties shall deliver on or before the Title Deadline set forth in Section 5, true copies of all lease(s) and survey(s) in each Party's possession pertaining to the Respective Properties and shall disclose to the other all easements, liens or other title matters not shown by the public records of which the Parties have actual knowledge. The Parties shall have the right to inspect the Respective Properties to determine if any third party(s) has/have any right in the Respective Properties not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before March 2, 2016. If notice is not received by such date, the Parties shall be deemed to have accepted title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Right to Cure. If either Party receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, the party receiving such notice shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If either Party fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, either Party may, by written notice, received on or before closing, waive objection to said unsatisfactory title condition(s).

7. Date of Closing. The date of closing shall be March 16, 2016, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by mutual agreement of the parties.

8. TRANSFER OF TITLE. Subject to the provisions of the exchange set forth herein, and compliance by the Parties with the other terms and provisions hereof, the City for the City Property

and Hoffman for the Hoffman Property shall execute and deliver a good and sufficient special warranty deed to the other Party at closing, conveying Respective Properties free and clear of all taxes except the general taxes for the year of closing, and except matters shown by public records satisfactory to Buyer. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of the signatures hereon, whether assessed or not; except (i) distribution utility easements (including cable TV); (ii) those matters reflected by the Title Documents accepted by the Parties in accordance with subsection 6(a); (iii) those rights, if any, of third parties in the Respective Properties not shown by the public records in accordance with subsection 6(b); (iv) inclusion of the Respective Properties within any special taxing district; and (v) subject to building and zoning regulations.

9. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

10. CLOSING COSTS, DOCUMENTS AND SERVICES. Each Party shall pay, in Good Funds, all closing costs and all other items required to be paid at closing, except as otherwise provided herein. The City and Hoffman shall sign and complete all customary or required documents at or before closing.

11. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, homeowner's association dues, and interest on continuing loan(s), if any, shall be prorated to date of closing.

12. POSSESSION. Possession of the Respective Properties shall be delivered at closing.

13. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this contract, the Respective Properties and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Respective Properties shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, the party in possession shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of either Party.

14. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) IF SELLER IS IN DEFAULT: Either Party may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned.

(b) COSTS AND EXPENSES: Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

15. ADDITIONAL PROVISIONS: Are attached as Exhibit C and incorporated by this reference. (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

16. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, the City and Hoffman acknowledge that the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

17. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations.

CITY OF BLACK HAWK

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

Attest: _____
Melissa A. Greiner, City Clerk

Address: 201 Selak St., P. O. Box 68, Black Hawk, CO 80422

SANDY HOFFMAN

By: Sandy Hoffman Date 13 OCT 2015
Sandy Hoffman

Address: [REDACTED]

shall not be modified or changed in any manner, unless in writing, and executed by all the parties hereto.

- 16.H. Survival of Contract Provisions: To the extent that the provisions herein set forth require performance to be completed subsequent to the Closing, such provisions shall survive the closing and be binding upon the parties hereto, and shall not merge into the deed or deeds to be delivered in accordance with this Contract.

Sandy Hoffman



The City of Black Hawk, Colorado

By: _____

David D. Spellman, Mayor

Attest: _____

Melissa A. Greiner, City Clerk



Gilpin County Assessor Data Site

Anne Schafer, P.O. Box 338, Central City, CO, 80427
(P) 303 582-5451 | (F) 303 565-1798 | (E) aschafer@co.gilpin.co.us

Account Information

Account: N000110
Parcel: 321 - I X L
Owner Name: CITY OF BLACK HAWK
Owner Address: PO BOX 68, BLACK HAWK, CO, 80422-0017
Property Address:
Legal: S: 23 T: 3S R: 73W MINE: I X L - 321 88% 5.16 ACRES RUSSELL
Tax Area: 010-MillLevy:17.806
Subdivision:

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
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Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2015	29,970		29,970	8,690		8,690
2014	29,970		29,970	8,690		8,690
2013	29,970		29,970	8,690		8,690

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	XMPT POLITICAL SUB
	LAND_CODE	X MINE
	ABSTRACT_PERC	100
	NEIGHBORHOOD	MINING RUSSELL GULCH AREA
	ACTUALAREA	5.16
	AREA_SQFT	0
	AREA_UNITS	0
	AREA_ACRES	4.54
	USE_CODE	9000

Gilpin County Assessor Data Site

Anne Schafer, P.O. Box 338, Central City, CO, 80427
(P) 303 582-5451 | (F) 303 565-1798 | (E) aschafer@co.gilpin.co.us

Account Information

Account: N004002
Parcel: 4975 -ORION
Owner Name: HOFFMAN SANDY & KALAFSKY STEPHANIE
Owner Address: [REDACTED], CENTRAL CITY, CO, 80427
Property Address:
Legal: S: 12 T: 3S R: 73W MINE: ORION - 4975 100% 2.78 ACRES GREGORY
Tax Area: 052-MillLevy:18.013
Subdivision:

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
08/09/1995	QC	585-376			26,500
07/27/1992	QC	530-031			32,000

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2015	17,100		17,100	4,960		4,960
2014	17,100		17,100	4,960		4,960
2013	17,100		17,100	4,960		4,960

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	NON-PROD PAT LAND
	ABSTRACT_PERC	100
	LAND_CODE	NONPRO TA52
	NEIGHBORHOOD	MINING BLK HWK
	ACTUALAREA	2.78
	AREA_ACRES	2.78
	USE_CODE	5000

RESOLUTION 8-2016
A RESOLUTION
APPROVING A CONTRACT
TO BUY AND SELL REAL
ESTATE BETWEEN THE
CITY OF BLACK HAWK
AND AA&S, INC.

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

Resolution No. 8-2016

TITLE: A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF BLACK HAWK AND AA&S, INC.

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 Contract to Buy and Sell Real Estate between the City and AA&S, Inc. in the amount of Twelve Thousand, Four Hundred Dollars (\$12,400.00), and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 10th day of February, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Contract to Buy and Sell Real Estate

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

MOTION TO APPROVE (or deny, etc.) Resolution 8-2016, A Resolution Approving a Contract to Buy and Sell Real Estate Between the City of Black Hawk and AA&S.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

See attached Contract to Buy and Sell Real Estate

AGENDA DATE: February 10, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

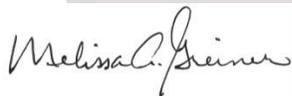
DOCUMENTS ATTACHED: Contract to Buy and Sell Real Estate

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, City Clerk

Jack D. Lewis, City Manager

CONTRACT TO BUY AND SELL REAL ESTATE

February 5, 2016

1. PARTIES AND PROPERTY. The City of Black Hawk, Colorado (Buyer), agrees to buy, and AA+S Inc. (Seller), agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Gilpin, Colorado, to wit:

S: 6 T: 3S R: 72W Subd: GOVT Lot: 064

S: 6 T: 3S R: 72W Subd: GOVT Lot: 066

S: 6 T: 3S R: 72W Subd: GOVT Lot: 069

S: 6 T: 3S R: 72W Subd: GOVT Lot: 070

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the "Property").

2. INCLUSIONS/EXCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this contract: N/A

\$12,400.00 RCB Twelve Thousand Four Hundred
3. PURCHASE PRICE AND TERMS. The purchase price shall be ~~Ten Thousand~~ Dollars (~~\$10,000.00~~) (the "Purchase Price"), plus applicable closing costs, said closing costs to be paid one-half by Buyer and one-half by Seller. Payment by Buyer shall be at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

4. NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

5. EVIDENCE OF TITLE. Seller shall furnish to Buyer, at Seller's expense a current commitment for owner's title insurance policy in an amount equal to the Purchase Price, on or before March 10, 2016 (Title Deadline).

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office

of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 5 constitute the title documents (Title Documents). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline. If Seller furnishes a title insurance commitment, Seller will pay the premium at closing and have the title insurance policy delivered to Buyer as soon as practicable after closing.

6. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before 10 calendar days after Title Deadline, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 5, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before March 24, 2016. If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

7. INSPECTION. Seller agrees to provide Buyer on or before March 10, 2016, with a Seller's Property Disclosure form completed by Seller to the best of Seller's current actual knowledge. Buyer or any designee shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Seller on or before March 24, 2016 (Objection Deadline), the physical condition of the Property and Inclusions shall be deemed to be

satisfactory to Buyer. If such notice is received by Seller as set forth above, and if Buyer and Seller have not agreed, in writing, to a settlement thereof on or before April 1, 2016 (Resolution Deadline), this contract shall terminate three calendar days following the Resolution Deadline; unless, within the three calendar days, Seller receives written notice from Buyer waiving objection to any unsatisfactory condition. Buyer is responsible for and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

8. **DATE OF CLOSING.** The date of closing shall be April 8, 2016, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by mutual agreement of the parties.

9. **TRANSFER OF TITLE.** Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general warranty deed to Buyer, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing and except matters shown by public records satisfactory to Buyer. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 6(a), (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 6(b), (iv) inclusion of the Property within any special taxing district, and (v) subject to building and zoning regulations.

10. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

11. **CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer and Seller shall pay, in Good Funds, all closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

12. **PRORATIONS.** General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, homeowner's association dues, and interest on continuing loan(s), if any, shall be prorated to date of closing.

13. **TIME OF ESSENCE/REMEDIES.** Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) **IF BUYER IS IN DEFAULT (Specific Performance).** Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(b) IF SELLER IS IN DEFAULT: Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) COSTS AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

14. ADDITIONAL PROVISIONS. Additional Provisions are attached as Exhibit B and incorporated by this reference. (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

15. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

16. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations.

BUYER CITY OF BLACK HAWK

By: _____
Jack D. Lewis, City Manager

Date: _____

Attest: _____
Melissa A. Greiner, City Clerk

Buyer's Address: 217 Selak St., P.O. Box 68, Black Hawk, CO 80422

SELLER *AA&S INC*
Richard A. Aas President
By: _____

Date: *2-4-16*

Seller's Address: _____

Exhibit B

To that certain Residential Contract to Buy and Sell Real Estate dated February 5
_____, 2016, by and between AA+S Inc., as Seller, and the City of Black Hawk,
Colorado, as Buyer, regarding the acquisition of any and all interest in the land described herein. To
the extent these Additional Provisions conflict with, modify, or supplement other portions of the
Contract, the provisions contained in these Additional Provisions shall govern and control the rights
and obligations of the parties.

ADDITIONAL PROVISIONS (continued):

- 16.A. Broker Commission: [To be inserted by Seller] *Contained in
Exclusive Right to Sell Contract
dated 2.4.16*
- 16.B. Closing Costs: *One half paid by seller
One half paid by buyer*
- 16.C. Facsimile Signatures: Facsimile signatures are acceptable.
- 16.D. Counterparts: This Contract may be executed in any number of counterparts, each of which
shall be considered an original for all purposes, and all of which when taken together shall
constitute one and the same Contract.
- 16.E. Notices: Any notice which a party desires or is required to give hereunder shall be in writing
and shall be deemed given when delivered personally to each party, delivered by facsimile, or
deposited in the United States mails, postage prepaid, either registered or certified, return
receipt requested, to the parties at the following addresses:

Seller: AA+S Inc.

Buyer: The City of Black Hawk
Attn: Jack D. Lewis, City Manager
P.O. Box 68
Black Hawk, Colorado 80422

- 16.F. Next Business Day: In the event any date described herein for payment or performance of
the provisions hereof falls on a Saturday, Sunday or legal holiday, the time for such payment
or performance shall be extended to the next business day.
- 16.G. Entire Document: Seller and Buyer acknowledge that there are no statements, warranties, or
representations between them that are not included in this agreement, and this agreement
shall not be modified or changed in any manner, unless in writing, and executed by all the
parties hereto.

16.H. Survival of Contract Provisions: To the extent that the provisions herein set forth require performance to be completed subsequent to the closing, such provisions shall survive the closing and be binding upon the parties hereto and shall not merge into the deed or deeds to be delivered in accordance with this Contract.

16.I. Hazardous Materials: Seller has not, to the best of Seller's knowledge, used hazardous materials (as defined hereinafter) on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and that, to the best of Seller's knowledge, no person or entity has used hazardous materials on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials. Seller has never received any notice of any violations of federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and, to the best of Seller's knowledge, there have been no actions commenced or threatened by any person or entity for noncompliance therewith.

For purposes of this Contract, "hazardous materials" shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, asbestos, formaldehyde compounds, PCBs, radon, and any other substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal or applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials.

16.J. Inspection: Seller shall allow Buyer and all authorized representatives of Buyer to enter upon the property during normal business hours from time to time prior to closing in order to inspect the property, to conduct soil tests, well drilling, and other developmental drilling, studies or tests. If any mechanic's lien is indirectly claimed under, by or through Buyer, Buyer shall cause same to be discharged of record (whether by payment and release or by bonding over it pursuant to statute) within twenty (20) days after it was recorded.

SELLER:

AA9 S INC
Richard Bonar President

By:

BUYER:

The City of Black Hawk, Colorado

By:

Jack D. Lewis, City Manager

Attest:

Melissa A. Greiner, City Clerk