

**City of Black Hawk
City Council
211 Church Street
July 09, 2014
3:00 p.m.**

RINGING OF THE BELL:

- 1. CALL TO ORDER:**
- 2. ROLL CALL & PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. Of State)**
- 5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
(Notify the City Clerk if you wish to address Council on items not on the agenda)**
- 6. APPROVAL OF MINUTES: June 25, 2014**
- 7. PUBLIC HEARINGS:**
 - A.** CB12, An Ordinance Amending Article VII of Chapter 8 of the Black Hawk Municipal Code to Require Provision of an Ambulance for a Bicycle Event Permit.
 - B.** CB13, An Ordinance Rezoning Certain Properties Located at 380 Gregory Street and 281 Church Street to the HARD – History Appreciation Recreation Destination District
 - C.** Resolution 49-2014, A Resolution Approving a Certificate of Appropriateness for the Demolition of a Structure Located at 281 Church Street **(Continued from June 25, 2014)**
 - D.** Resolution 50-2014, A Resolution Approving a Certificate of Appropriateness for the Demolition of a Structure Located at 380 Gregory Street
 - E.** Resolution 51-2014, A Resolution Conditionally Approving a Certificate of Appropriateness for a Comprehensive Sign Plan for the Red Dolly Casino
 - F.** A Certificate of Appropriateness for a Comprehensive Sign Plan for the Saratoga Casino **(Continued to July 23, 2014)**
- 8. ACTION ITEMS:**
 - G.** Resolution 52-2014, A Resolution Adopting the Revised Community Restoration and Preservation Guide to Programs, Dated July 2014
 - H.** Approval of Change Order for Demolition of 380 Gregory Street and 281 Church Street
- 9. CITY MANAGER REPORTS:**
 - I.** Request for Approval to Auction Surplus Items
- 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

**APPROVAL OF MINUTES
FOR JUNE 25, 2014**

City of Black Hawk
City Council Minutes
June 25, 2014

DRAFT

Stacy Stout, Stout Strategies, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order at 3:05 p.m. by Mayor Spellman, Wednesday, June 25, 2014.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, City Clerk Greiner, Community Planning & Development Administrator Linker, Finance Director Hillis, Senior Civil Engineer/Water Resources Ford, IT Support Technician Muhammad, Fire Lt. Castro, Police Chief Cole, and Public Works Director Isbester.

PLEDGE OF
ALLEGIANCE:

Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. AGENDA CHANGES: City Clerk Greiner explained that the F and J had been added to the agenda.

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.

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

5. PUBLIC COMMENTS: No one came forward to speak.

6. APPROVAL OF
MINUTES FOR
June 11, 2014

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennett to approve the Minutes of the meeting as presented.

MOTION PASSED

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

7. PUBLIC HEARINGS:

- A. CB11, An Ordinance
Rezoning Certain
Property Located at
231 Gregory Street
to the HARD –
History Appreciation
Recreation Destination
District

Mayor Spellman read the title.

Vince Harris with Baseline explained this is a rezoning request from the co-owners, Culver Van Der Jatg and Frank Garofalo, to rezone the property to the HARD district. The current zoning for the property is Core Gaming. Rezoning the property to the HARD district will preserve the property’s historical and cultural values as well as allow the intended use. Staff recommends approval of the ordinance with the four findings included in the ordinance, without conditions.

Culver Van Der Jatg, 820 Pinehurst Ct., Louisville, CO, came forward to speak. Mr. Van Der Jatg stated that under current conditions the HARD District is the proper zoning for the property. Mr. Van Der Jatg noted a boundary issue on the property where the back quarter of the building has already been rezoned to the HARD District, and they would like to see the remaining portion of the building rezoned.

City Attorney Hoffmann stated that there is not issue with rezoning as it relates to the boundary issue. The two are compatible.

Alderman Midcap asked if a future owner wanted to revert back to Core Gaming if the property could be rezoned. City Attorney Hoffman confirmed that it could be rezoned.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB11, An Ordinance Rezoning Certain Property Located at 231 Gregory Street to the HARD – History Appreciation Recreation Destination 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 Torres **MOVED** and was **SECONDED** by Alderman Armbright to approve CB11, An Ordinance Rezoning Certain Property Located at 231 Gregory Street to the HARD – History Appreciation Recreation Destination District.

MOTION PASSED

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

B.Resolution 45-2014,
A Resolution
Conditionally
Approving a
Certificate of
Appropriateness for
a Comprehensive
Sign Plan for the
Isle Casino

Mayor Spellman read the title.

Vince Harris with Baseline explained applicant was requesting approval of a Comprehensive Sign Plan with 2040 square feet of signage, with 14 signs. A previous variance was approved when the last sign plan was approved allowing the 2040 square feet. The applicant is permitted 1400 square feet. They have historically displayed a banner for a car on the other property owned by the Isle. They have designed a sign with a frame for the banners located on that location as opposed to a building, so in the future they would be allowed to have a banner on the building.

Recommend approval with four conditions noted in staff’s report dated June 13, 2014.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 45-2014, A Resolution Conditionally Approving a Certificate of Appropriateness for a Comprehensive Sign Plan for the Isle Casino 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 Johnson to approve Resolution 45-2014 with stated conditions, A Resolution Conditionally Approving a Certificate of Appropriateness for a Comprehensive Sign Plan for the Isle Casino.

MOTION PASSED

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

C. Resolution 46-2014,
A Resolution
Conditionally
Approving a
Site Development
Plan for the Expansion
of the Sasquatch
Casino Property

Mayor Spellman read the title.

Vince Harris with Baseline explained the application is a Site Development Plan for the Expansion of the Sasquatch Casino Property, to create a single site plan for the three ownerships of the property. The vacant space in between the Sasquatch and Black Hawk Station Casinos will become part of the Sasquatch and openings will be made to all patrons to move between the casinos from within the building.

Recommend approval with the five conditions noted in staff’s report dated June 13, 2014.

Edward Smith, 65 Hideaway Circle Road Evergreen, CO, came forward to speak. Starting with lot #1, in about 1998, used to go west and was moved back about 15’ to 20’ feet. This caused the building at Black Hawk Station to encroach onto the City’s property. In 1985 there were doors within the buildings allowing for movement between the properties. The doorways were blocked when gaming came in and there was separate ownership. They want to go back to the common doors to enhance their business and make it more customer friendly.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 46-2014, A Resolution Conditionally Approving a Site Development Plan for the Expansion of the Sasquatch Casino Property open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 46-2014 with stated conditions, A Resolution Conditionally Approving a Site Development Plan for the Expansion of the Sasquatch Casino Property.

MOTION PASSED

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

- D.** Resolution 47-2014,
A Resolution
Conditionally
Approving a
Certificate of
Appropriateness
for a Comprehensive
Sign Plan for the
Lady Luck Casino

Mayor Spellman read the title.

Vince Harris with Baseline explained this is a Certificate of Appropriateness for a Comprehensive Sign Plan for the Lady Luck Casino. Their sign plan proposed 754 of square feet of sign area over 15 different signs. They are permitted 1277 square feet with the new regulations. They are proposing their banner signs be accommodated on their car racks rather than the building.

Recommend approval with three conditions noted in the staff June report dated June 13, 2014.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 47-2014, A Resolution Conditionally Approving a Certificate of Appropriateness for a Comprehensive Sigh Plan for the Lady Luck Casino 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 Torres to approve Resolution 47-2014 with stated conditions, A Resolution Conditionally Approving a Certificate of Appropriateness for a Comprehensive Sign Plan for the Lady Luck Casino.

MOTION PASSED

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

- E.** Resolution 48-2014,
A Resolution
Conditionally
Approving a
Certificate of
Appropriateness.

for a Comprehensive Sign Plan for the Canyon Casino

Mayor Spellman read the title.

Vince Harris with Baseline explained this is a Certificate of Appropriateness for a Comprehensive Sign Plan for the Canyon Casino. Their sign plan proposed 318.68 of square feet of sign area over 47 different signs. They are proposing their banner sign on the east wall.

Recommend approval with 6 conditions noted in the staff report.

Mayor Spellman noted representatives from the Canyon Casinos were in support of Resolution 48-2014.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 48-2014 with stated conditions, A Resolution Conditionally Approving a Certificate of Appropriateness for the Canyon Casino.

MOTION PASSED

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

Vince Harris noted that the new sign code was approved early in 2014 with a July 1st deadline for the property owners to request CSP for banners and Special Events Permits. Enforcement of the new sign code will begin August 1, 2014.

F. Certificate of Appropriateness for a Proposed Demolition of a Non-Contributing Commercial Building Located at 281 Church

Mayor Spellman read the title and noted it was continued the CA to the July 9, 2014 meeting.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbricht to continue the Certificate of Appropriateness for a Proposed Demolition of a Non-Contributing Commercial Building Located at 281 Church Street to the July 9, 2014 meeting.

MOTION PASSED

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

8. ACTION ITEMS:

G. Purchase of New Street Sweeper

Mayor Spellman read the title.

Public Works Director Isbester explained the purchase of the new street sweeper would replace the old 2005 Pelican. The Pelican is not the correct technology needed. Staff reviewed several models. The new sweeper was budgeted for a 2014 purchase.

Alderman Midcap asked the life span of the sweeper and Public Works Isbester stated about ten years.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve the Purchase of New Street Sweeper in the amount of \$216,100.

MOTION PASSED

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

H. Traffic Signal Timing Study

Mayor Spellman read the title.

Public Works Director Isbester explained that the last traffic signal timing study was conducted in 2006. The new study will help improved pedestrian and traffic flow timing.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve the Traffic Signal Timing Study in the amount of \$34,000 with Stolfus and Associates.

MOTION PASSED

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

I. Construction Bid and Project Budget Recommendation for the Limited Rehabilitation Grant at 271 Church Street

Mayor Spellman read the title.

Jessica Killian, Consilium Partners, explained that the City went out to bid with five different contractors and only two responded. The lowest bid was Whitestone Construction Services by a substantial amount. Questions were proposed to both bidding contractors and they received satisfactory answers from both

contractors. Whitestone has a manageable schedule and understands the scope of work.

Recommend Whitestone as the lowest bidder.

Alderman Midcap asked if staff thought Whitestone could do the job for the quoted amount, and staff said yes.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve the Construction Bid and Project Budget Recommendation for the Limited Rehabilitation Grant at 271 Church Street.

MOTION PASSED

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

- J.** Resolution 49-2014,
A Resolution
Setting Forth the Fees
that May Be Charged for
Open Records Requests
Under the Colorado
Open Records Act

Mayor Spellman read the title.

City Attorney Hoffmann explained that during the last legislative session, the Colorado Legislature amended the Open Records Act to allow a higher research and retrieval fee for Open Records Requests that take more than an hour. The first hour is free, after the first hour, up to \$30 per hour for research and retrieval plus the cost of copies can be charged. In addition, the new legislation requires the policy be approved and posted on the website. If approved the City is in compliance to the Open Records Act.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 49-2014, A Resolution Setting Forth the Fees that May Be Charged for Open Records Requests Under the Colorado Open Records Act.

MOTION PASSED

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

9. CITY MANAGER REPORTS:

City Manager Lewis announced blasting at the new IT building at 3 pm tomorrow.

The City will barricade residential roads early in the day on July 4th and at 3 p.m. the barricades will be manned. Only residents and guests will be allowed through. City Manager Lewis encouraged Council to let their guests know about the barricades in advance. Alderman Midcap asked if there would be two launch sites for this year's fireworks show. City Manager Lewis confirmed.

New wood flooring for the Coffee Shop has been order in the amount of \$7,000.

10. CITY ATTORNEY:

City Attorney Hoffmann stated that today Council approved rezoning at 231 Gregory Street, last meeting was the motion that set the hearing on the marijuana license for the next meeting and also at the next meeting we will have an ordinance that implements the tax that was approved by the voters in April. The ordinance implements the collection of the tax through the Finance Department if a marijuana business opens in the City.

City Attorney Hoffman requested a brief Executive Session regarding potential litigation and negotiations.

11. EXECUTIVE SESSION:

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:45 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402 (b) and C.R.S. § 24-6-402 (e).

MOTION PASSED

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

**MOTION TO
RECONVENE**

Mayor Spellman **MOVED** to reconvene at 4:23 p.m.

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:25 p.m.

Melissa Greiner
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 12
ORDINANCE 2014-12
AN ORDINANCE
AMENDING ARTICLE VII
OF CHAPTER 8 OF THE
BLACK HAWK
MUNICIPAL CODE TO
REQUIRE PROVISION OF
AN AMBULANCE FOR A
BICYCLE EVENT PERMIT**

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

COUNCIL BILL NUMBER: 12

ORDINANCE NUMBER: 2014-12

TITLE: AN ORDINANCE AMENDING ARTICLE VII OF CHAPTER 8 OF THE BLACK HAWK MUNICIPAL CODE TO REQUIRE PROVISION OF AN AMBULANCE FOR A BICYCLE EVENT PERMIT

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

Section 1. Section 8-125 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 8-125. Permit conditions.

(a) The City shall condition the issuance of a bicycle event permit by imposing reasonable requirements as are necessary to protect the safety of persons and property and the control of traffic. Nothing in this subsection (a) shall be construed to require a permit to be granted in the event the City Clerk determines a bicycle event cannot be conducted in a safe manner consistent with the provisions of this Article VII of Chapter 8. Such conditions may include but are not limited to the following:

- (1) Alteration of the date, time, duration, frequency, route or location of the event;
- (2) Restrictions on the number of participants;
- (3) Conditions concerning accommodation of vehicular traffic, including submission of a traffic control plan for affected roadways and payment of costs associated with providing peace officers for traffic control or security at the event;
- (4) Requirements for provision of emergency access and first aid, including the provisions of dedicated emergency medical personnel depending on the size of the event, AND WHICH MAY SPECIFICALLY INCLUDE THE IMPOSITION OF A CONDITION BY THE CITY THAT THE APPLICANT PROVIDE AT ITS COST SUCH EMERGENCY MEDICAL PERSONNEL AS THE CITY DEEMS NECESSARY;

- (5) Requirements for sanitary facilities, garbage containers, cleanup, and restoration of City property;
- (6) Proof of liability insurance coverage in an amount to be determined by the City Clerk, but in no event less than the limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as the same may be amended from time to time; and
- (7) Any other requirements that may be needed or created by virtue of the proposed bicycle event.

(b) Failure to comply with permit conditions shall result in the revocation of the permit and termination of the event.

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 9th day of July, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

**COUNCIL BILL 13
ORDINANCE 2014-13
A BILL FOR AN
ORDINANCE REZONING
CERTAIN PROPERTIES
LOCATED AT 380
GREGORY STREET AND
281 CHURCH STREET TO
THE HARD – HISTORY
APPRECIATION
RECREATION
DESTINATION DISTRICT**

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

COUNCIL BILL NUMBER: 13

ORDINANCE NUMBER: 2014-13

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTIES LOCATED AT 380 GREGORY STREET AND 281 CHURCH STREET TO THE HARD – HISTORY APPRECIATION RECREATION DESTINATION DISTRICT

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

Section 1. Findings of Fact.

- A. Application has been made by the City of Black Hawk as the property owner to rezone certain properties located at 380 Gregory Street and 281 Church Street (collectively, the “Properties”) within the City of Black Hawk, Colorado, to be within the History Appreciation Recreation Destination District (HARD).
- B. Public notice has been given of such rezoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.
- C. Notice of such proposed hearing was posted on the Properties for fifteen (15) consecutive days prior to said hearing.
- D. A need exists for rezoning the Properties pursuant to Section 16-121 of the City of Black Hawk Zoning Ordinance to the extent provided herein.

Section 2. The Properties located at 380 Gregory Street and 281 Church Street are hereby rezoned to History Appreciation Recreation Destination District (HARD).

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning changes.

Section 4. 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 5. 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 6. 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 9th day of July, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

EXHIBIT A

Legal Description for CB13 – An Ordinance Rezoning Certain Properties Located at 380 Gregory Street and 281 Church Street to the HARD – History Appreciation Recreation Destination District

1. LOT 1, BLOCK 25 AND A PORTION OF LOT 14, BLOCK 26, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.
Existing zoning: Transitional Gaming and Historic Residential. This property is known as 281 Church Street.
2. LOTS 3 THROUGH 6, BLOCK 32, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.
Existing zoning: Core Gaming. This property is known as 380 Gregory Street.

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

July 9, 2014

SUBJECT: Rezoning of City-Owned Properties to HARD (P-14-29 & 30)

A request to approve an ordinance rezoning City of Black Hawk-owned properties located at 380 Gregory Street and 281 Church Street to the HARD district.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk is the owner of two properties located along Gregory Street and Church Street. The City, as owner, has made application to rezone these properties into the History Appreciation Recreation Destination (HARD) District.

FINDINGS:

City Council may approve, conditionally approve, or deny a request to zone land in the City of Black Hawk. To support this proposal, the following findings can be used:

1. Application has been made by property owner The City of Black Hawk to rezone certain property located at 380 Gregory Street and 281 Church Street (the "Property") within the City of Black Hawk, Colorado, to be within the History Appreciation Recreation Destination District (HARD).
2. Public notice has been given of such rezoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.
3. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.
4. A need exists for rezoning the Property pursuant to Section 16-121 of the City of Black Hawk Zoning Ordinance to the extent provided herein.

RECOMMENDATION

Baseline Staff recommends City Council consider a **MOTION TO APPROVE** an ordinance rezoning City of Black Hawk-owned property into the Historic Appreciation Recreation Destination (HARD) zone district, as more fully described in the ordinance.

ORDINANCE DATE:

July 9, 2014

ORIGINATED BY:

City Staff

STAFF PERSON RESPONSIBLE:

Vincent Harris, Baseline

DOCUMENTS ATTACHED:

Council Bill/Ordinance, Staff
Report, Attachments A-B

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:



6-27-2014

Vincent Harris, Baseline Corporation

REVIEWED BY:



07/03/2014

Jack D. Lewis, City Manager

Staff Report



STAFF REPORT: **Rezoning of City-Owned Properties to HARD (P-14-29 & 30)**
For: City Council
Project: Rezoning of City-Owned Properties on Gregory Street and Church Street
Property Address: 281 Church Street and 380 Gregory Street
Applicants: City of Black Hawk
Zoning: Core Gaming (CG), Transitional Gaming (TG), and Historic Residential (HR)
Prepared by: Cory Miller, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation  
Reviewed by: Cynthia Linker, Community Planning and Development

BACKGROUND:

The City of Black Hawk is the owner of two properties located along Gregory Street and Church Street. The City, as owner, has made application to rezone these properties into the History Appreciation Recreation Destination (**HARD**) District, as specified below for each property.

Rezoning these properties to the **HARD** district will preserve these properties historical and cultural values.

Properties being rezoned to **HARD**: (numbers correspond to maps on page 2)

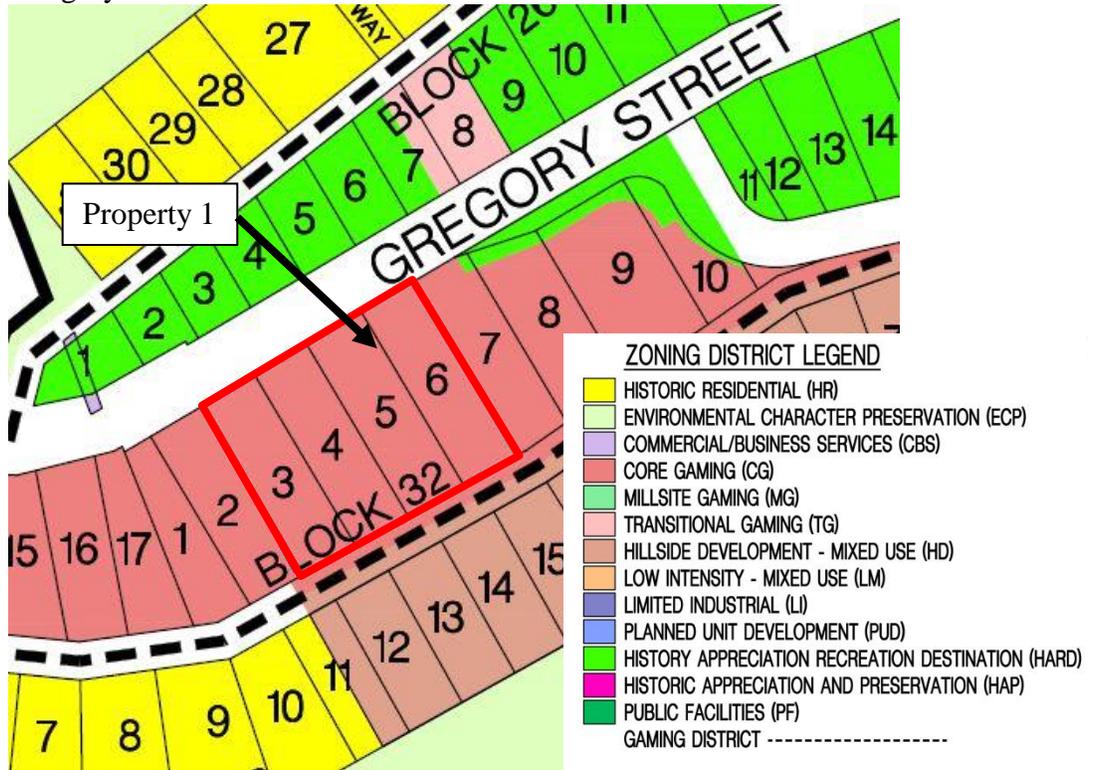
1. LOTS 3 THROUGH 6, BLOCK 32
Existing zoning: **Core Gaming**. This property is located on the south side of Gregory Street between Cooper Street and Bobtail Street and consists of the old Bobtail Convenience Store and adjacent parking lot. The site is addressed 380 Gregory Street.

2. LOT 1 OF BLOCK 25 AND A PORTION OF LOT 14 OF BLOCK 26
Existing zoning: **Transitional Gaming and Historical Residential**. This property is located north of the intersection of Church Street and Gregory Street. The property consists of one historic residence and a parking area. The site is addressed 281 Church Street.

Per the recommendation and discussion with City Staff, it is recommended that the properties be rezoned into the History Appreciation Recreation Destination (HARD) district. These districts are for land that is owned by the City for public uses.

Properties being rezoned to HARD:

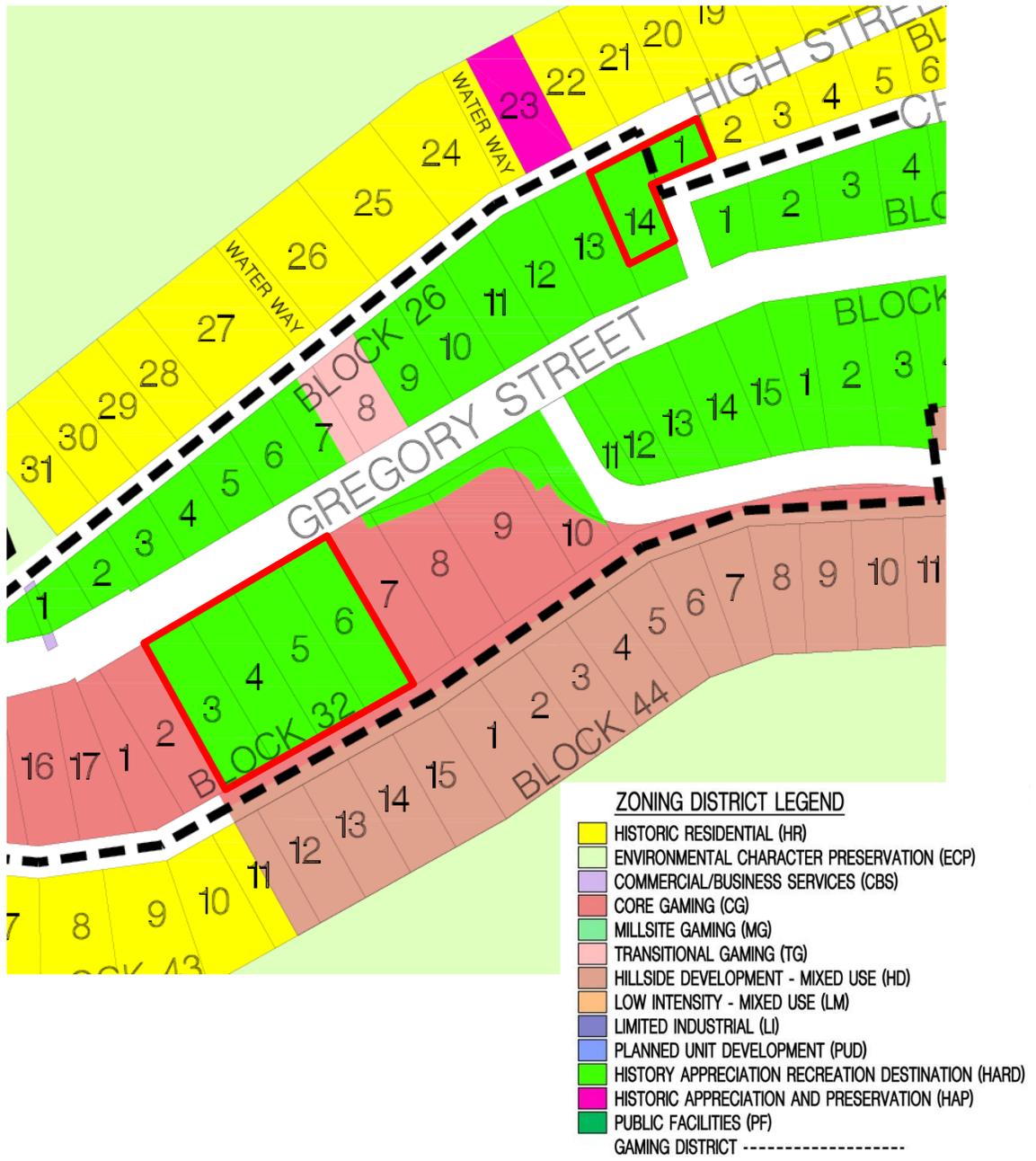
Property 1 at 380 Gregory Street



Property 2 at 281 Church Street



Properties Reflecting New Zoning:



APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Excerpts from:

*City of Black Hawk
Municipal Code
Chapter 16 - Zoning*

Sec. 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits.

Sec. 16-365 (d) Who may apply.

(1) A request for an amendment to this Chapter, Zoning Map or special review use permit may be presented to the Board of Aldermen by persons owning real property within the City or residents of the City;

(2) Owners or residents requesting the addition of a land use into a zoning district in which it is not enumerated in this Chapter or persons appealing a determination of the Planning Director regarding the classification of a use, or pursuing a classification for which the determination of the Planning Director has been appealed, may apply to the Board of Aldermen for consideration of the proposed amendments to the zoning district; or

(3) An amendment to this Chapter or a rezoning may be initiated by the Board of Aldermen. Any owner or resident may suggest to the Board of Aldermen that an amendment be given consideration.

Sec. 16-365 (e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 16-361 except subdivisions:

- a. That a need exists for the proposal;*
- b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;*
- c. That there has been an error in the original zoning; or*
- d. That there have been significant changes in the area to warrant a zone change;*
- e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and*
- f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.*

Division 6

History Appreciation Recreation Destination District (HARD)

Sec. 16-121. Purpose and objectives.

(a) Purpose. The purpose of the HARD zoning district is to accommodate and allow for areas owned by, dedicated to, purchased, or acquired by the City, or dedicated to a public use, which allows for the City to provide recreation, both passive and active, and destination activities for the residents and visitors of the City. In addition, the purpose of the HARD zoning district is to accommodate and allow for areas intentionally left free from development, for the preservation of wildlife corridors/habitats, scenic viewsheds, cultural and historical areas, landmarks, and natural resources, including forest lands, range lands, agricultural lands, and lakes, reservoirs, and water storage facilities allowing for passive and active recreation.

(b) Objectives. The objectives of the HARD zoning district are to allow for such uses that are dedicated to serving the public, and to minimize the adverse impacts and adjacent uses and the community. In addition, the objectives of the HARD zoning district are to allow for such uses that are dedicated to serving the public and may include passive recreational activities, as well as active recreational activities such as mountain biking, hiking, and water sports associated with lakes, reservoirs, and water storage facilities.

STAFF COMMENTS:

Staff believes that the appropriate zone districts for the properties described above are the HARD district.

City Council may approve a proposal to rezone according to Sec. 16-365(e)(5) of the Municipal Code. *Sec. 16-365 (e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 16-361 except subdivisions:*

- a. *That a need exists for the proposal;*
Staff believes a need exists for the rezoning in order to implement the zoning code and comprehensive plan and appropriately zone properties within the City of Black Hawk according to their planned uses.
- b. *That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;*
The proposal for rezoning conforms with the Comprehensive Plan.
- c. *That there has been an error in the original zoning; or*
Not applicable.
- d. *That there have been significant changes in the area to warrant a zone change;*
The character of these properties does not warrant the existing zoning district designations of Core Gaming, Transitional Gaming, and Historic Residential.
- e. *That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and*
There exists adequate circulation in the area to support the rezoning.
- f. *That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.*
There will be no change in municipal-related services.

Staff recommends that City Council pass an ordinance rezoning City of Black Hawk-owned property into the Historic Appreciation Recreation Destination (HARD) zone district, as more fully described in the ordinance.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a request to zone land in the City of Black Hawk. To support this proposal, the following findings can be used:

1. Application has been made by property owner The City of Black Hawk to rezone certain property located at 380 Gregory Street and 281 Church Street (the “Property”) within the City of Black Hawk, Colorado, to be within the History Appreciation Recreation Destination District (HARD).
2. Public notice has been given of such rezoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.
3. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.
4. A need exists for rezoning the Property pursuant to Section 16-121 of the City of Black Hawk Zoning Ordinance to the extent provided herein.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE** an ordinance rezoning City of Black Hawk-owned property into the History Appreciation Recreation Destination (HARD) zone district, as more fully described in the ordinance.

Attachments:

- Attachment A - Public Hearing Notice - 380 Gregory Street
- Attachment B - Public Hearing Notice - 281 Church Street

Applicant's Submittal

ATTACHMENT A

NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the City of Black Hawk Zoning Ordinance that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a rezoning from the Core Gaming (CG) District to the History Appreciation Recreation Destination (HARD) District. This property is described in Exhibit A below and is generally located at 380 Gregory Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, July 9, 2014 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

**ALL INTERESTED PARTIES
MAY ATTEND**

Kelly Stevens
Deputy City Clerk

Exhibit A

380 Gregory Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 032 Lot: 003 thru Lot: 006 & IMPS

ATTACHMENT B

NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the City of Black Hawk Zoning Ordinance that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a rezoning from the Transitional Gaming (TG) and Historic Residential (HR) Districts to the History Appreciation Recreation Destination (HARD) District. This property is described in Exhibit A below and is generally located at 281 Church Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, July 9, 2014 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa Greiner
City Clerk/Administrative Services Director

Exhibit A

281 Church Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 025 Lot: 001, Subd: BLACK HAWK Block: 026 Lot: 014 (W 20 FT OF LOT 1), (LOT 14 LESS PT DESC 378/361) & IMPS. A more complete legal is on file at the Community Planning and Development Department.

RESOLUTION 49-2014
A RESOLUTION
APPROVING A
CERTIFICATE OF
APPROPRIATENESS FOR
THE DEMOLITION OF A
STRUCTURE LOCATED
AT 281 CHURCH STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 49-2014

TITLE: A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF A STRUCTURE LOCATED AT 281 CHURCH STREET

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

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for the demolition of a structure located at 281 Church Street based on satisfaction of the criteria set forth in Section 16-368 and 16-431 of the Black Hawk Municipal Code, and Section 11 of the City of Black Hawk Residential Design Guidelines.

RESOLVED AND PASSED this 9th day of July, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

July 9, 2014

SUBJECT: Certificate of Appropriateness for Demolition of Non-Historic Building

The applicant, the City of Black Hawk, is requesting complete demolition of 281 Church Street. 281 Church Street is currently zoned Transitional Gaming/Historic Residential and abuts the new HARD district. The Historic Appreciation and Recreation Destination district (HARD) rezoned a section of Gregory Street in October 23, 2013.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The National Park Service listed 281 Church as a contributing building in the 1991 NHL nomination. However, a 2011 re-evaluation of the district recommended changing the building's status to *non-contributing* since the building was constructed over fifty years *after* the district's period of significance. The National Park service has not provided written comments for the 2011 re-evaluation project; therefore, the effect of this building's demolition to the National Historic Landmark District as a whole is unknown. Furthermore, the applicant has not presented plans for any new construction; therefore the effect of new construction on the NHL district's eligibility cannot be determined.

RECOMMENDATION

The Board of Aldermen should evaluate the application, comments in the report, and any testimony by staff and related consultants. The Board should discuss if there is sufficient evidence that the Certificate of Appropriateness application for demolition meets the intent of the criteria outlined in Sections 16-368 and 16-431 of the Black Hawk Municipal Code, and Section 11 of the Black Hawk Design Guidelines.

At the conclusion of its discussion, the Board of Aldermen may recommend **APPROVAL, CONDITIONALLY APPROVAL OR DENIAL** of the Certificate of Appropriateness application for demolition of 281 Church Street as submitted and included in this staff report.

ORDINANCE DATE:

July 9, 2014

ORIGINATED BY:

Cynthia Linker

STAFF PERSON RESPONSIBLE:

Cynthia Linker

DOCUMENTS ATTACHED:

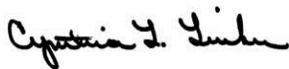
Resolution, Staff Report,
Attachments A-D

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:



7-1-2014

Cynthia L. Linker, CP&D

REVIEWED BY:



07/03/2014

Jack D. Lewis, City Manager

STAFF REPORT:

For: Black Hawk City Council
Project: Certificate of Appropriateness for Demolition of Non-Historic Building
Property Address: 281 Church Street
Property Owner: City of Black Hawk
Zoning: Transitional Gaming (TG)/Historic Residential (HR)
Prepared by: Cynthia Linker, CP&D

BACKGROUND

The applicant, the City of Black Hawk, is requesting complete demolition of 281 Church Street. 281 Church Street is currently zoned Transitional Gaming/Historic Residential and abuts the new HARD district. The Historic Appreciation and Recreation Destination district (HARD) rezoned a section of Gregory Street in October 23, 2013.

The current residential building was built in 1959 and is located on lot 1, Block 25 (Historic Residential) and lot 14, Block 26 (Transitional Gaming) in Black Hawk. From at least August 1886 through the 1950s, however, a different frame house was historically located on this site (figure 1). The original dwelling was a one-and-a-half story gable-front frame house with a one-story porch. There was also a one-story side gable addition on the east (figure 2).

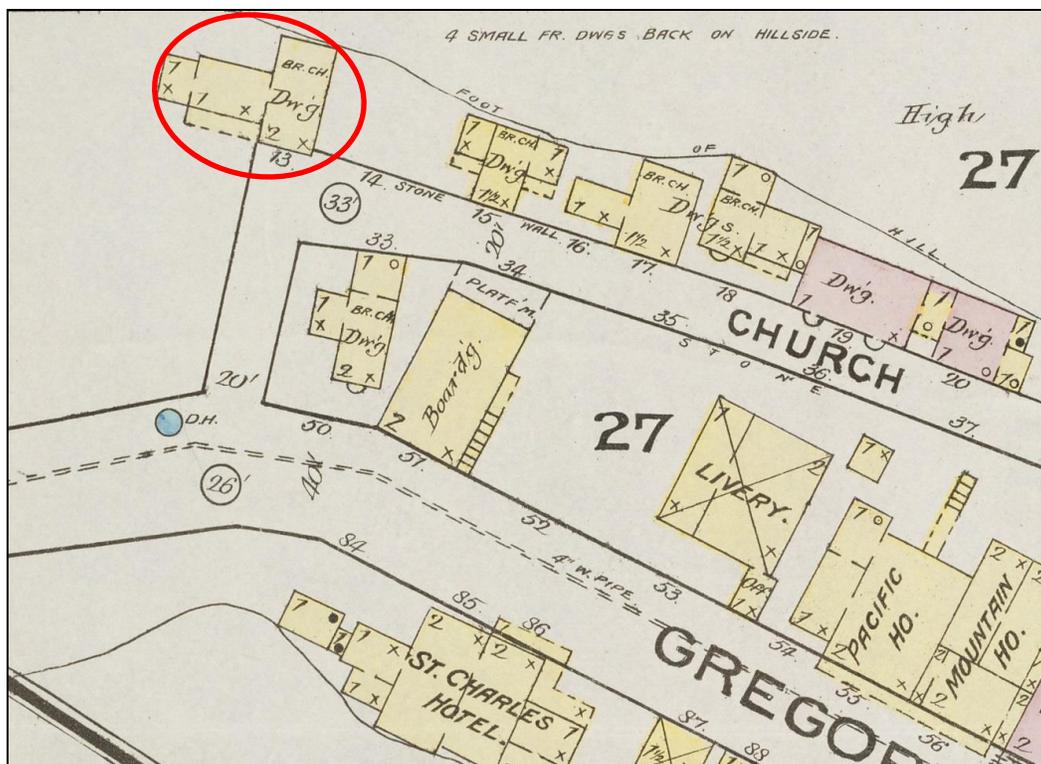


Figure 1. Red oval indicates the original historic house on lot 1 (the current location of 281 Gregory. (Source: 1895 Sanborn Map)



Figure 2. Ca. late 1890s.

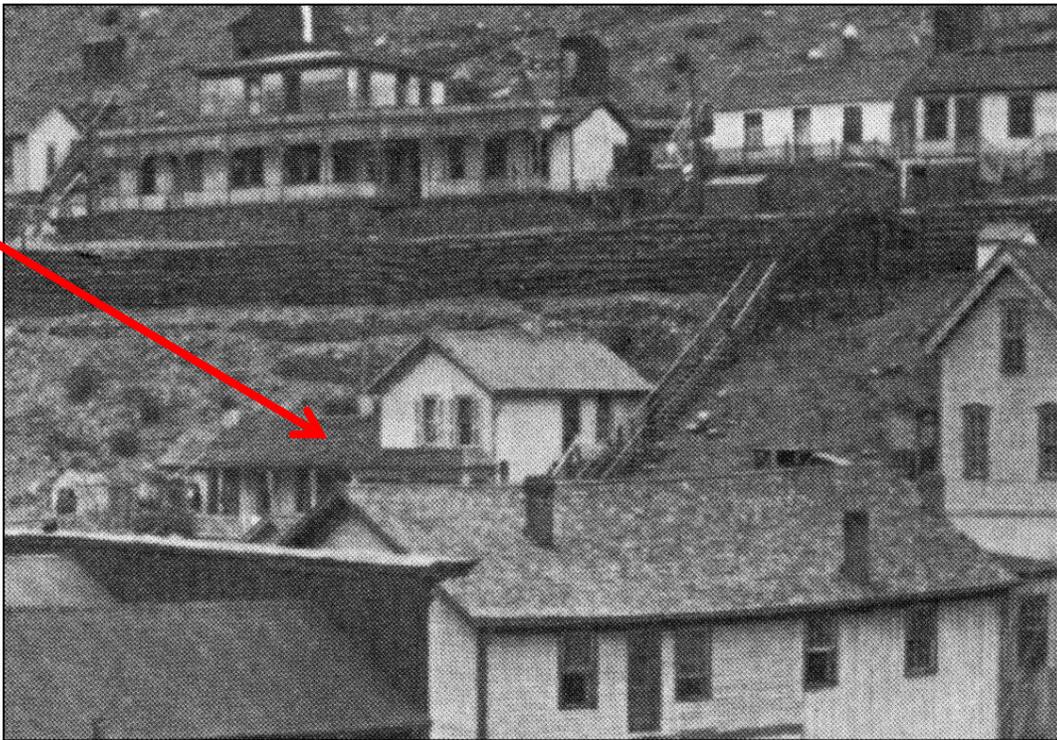


Figure 3. ca. 1910s.

By the early 1950s, this addition was in near ruins (figure 4). In 1959, a new house was constructed on the lot (figure 5). It was a one-story raised ranch, approximately 48' in length and 16' wide. A garage was located under the east end of the house. By 1983, a porch with gabled entry bay was added on the south side of the house (figure 6).

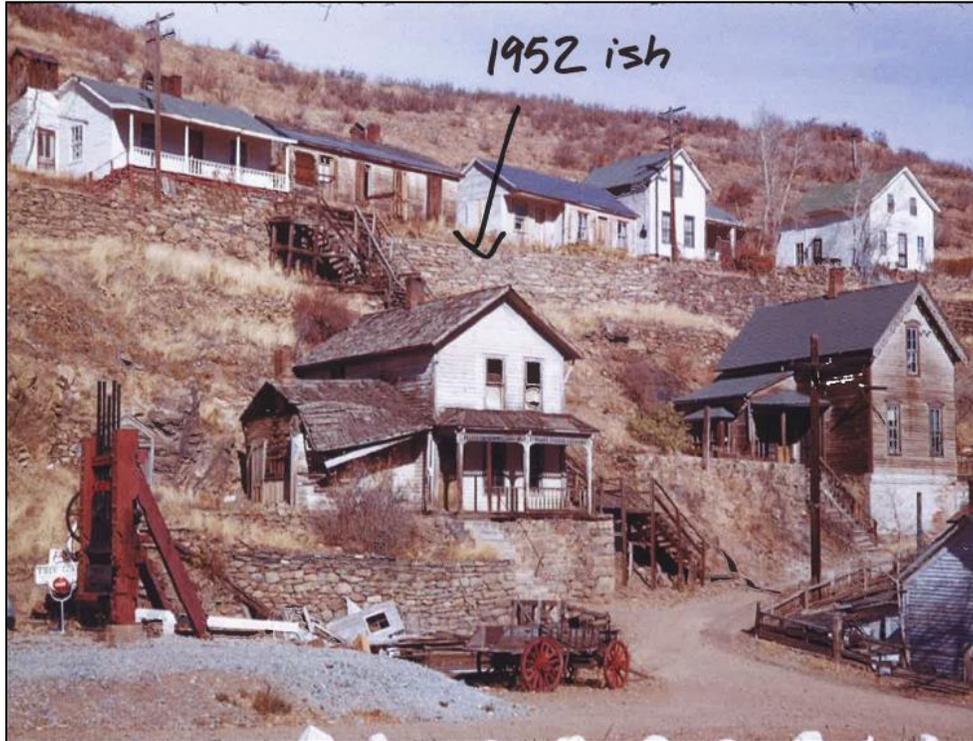


Figure 4. Ca. 1950s. (Source: Gilpin County Assessor's Office)



Figure 5. The current building is shown in this March 20, 1971 photo. (Source: Denver Public Library digital collection, X-2116).

In 1986, when the National Park Service conducted a survey of historic resources in Black Hawk, Central City, and Nevada, the address of the current building was erroneously listed as 301 Gregory, and the construction date was incorrectly estimated as c. 1900. The description and photograph from that 1986 survey are below:

This residential structure is a vernacular 1-story rectangular building with a low-pitched intersecting gable roof covered with asphalt shingles. Walls are covered with horizontal wood siding and the high foundation is stone. Windows are generally 2-over-2 lights with plain wood surrounds. The primary door is wood with 6 lights. Porch extends over two-thirds of the front façade, with wood rail and [spindles]. A portion of the porch is covered with a gable roof with decorative wood shingles and turned wood supports and railing.



Figure 6. Photograph from 1986, showing the front porch and new siding that was added ca. 1983.

In 1991, when Black Hawk was added to an expanded National Historic Landmark (NHL) district, the errors of the 1986 survey were repeated: the property was incorrectly addressed as 301 Gregory and the construction date was listed as 1900. Thus, the National Park Service counted the building as “contributing” to the district, even though it was built in 1959 and significantly altered in 1983.

In 2011, a re-survey and evaluation of the NHL district was completed. At that time, the property address was corrected to 281 Church Street. Furthermore, it was recommended that its status be changed to “non-contributing” to the National Historic Landmark district. Since the correct construction date of dwelling at 281 Church Street was 1959, it was built after the NHL district’s period of significance of 1859-1918. Furthermore, the building was significantly altered in 1983. [Note: the National Park Service has not provided written comments on the recommendations of the 2011 re-survey project.]

On October 23, 2013, a new zoning district abutting this property was created - the Historic Appreciation and Recreation Destination District (HARD). As part of the new zoning, the Board of Aldermen also approved the *Comprehensive Plan Amendment Chapter V: H. Gregory Street Sub-Area Plan* on October 23, 2013. This plan recommends redevelopment of Gregory Street for mixed commercial and entertainment use. The property at 281 Church was purchased by the City of Black Hawk on April 18, 2014. Although the specific plans for this site have not been determined, the City is seeking a Certificate of Appropriateness for full demolition of the building. Any new construction proposed for the property will require a Certificate of Appropriateness. In preparation for demolition, the City conducted an environmental survey of the building; Weecyle reported that the building was “non-detect” for asbestos.

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:

*City of Black Hawk Zoning Code
Chapter 16
Section 16-368, City Council historic review process*

16-368: Anyone seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation construction or demolition shall be subject to the City’s design standards.

g. Criteria for determining appropriateness of a proposed demolition. In determining the appropriateness of the demolition of an improvement as requested in an application for a demolition permit, the HPC and the City Council shall consider the following:

- 1. All plans, drawings and photographs as may be submitted by the applicant;***
Photographs showing existing exterior conditions have been submitted and are acceptable for review (Attachment B). Building plans of any proposed redevelopment have not been submitted. A written description of the process that is to be used to remove the portions proposed for demolition has been recommended by staff (Attachment D). This includes the re-use of any non-mortared stone from the retaining walls.
- 2. Information presented at a public hearing held concerning the proposed work;***
Findings will be presented to the Board of Aldermen at the Public Hearing scheduled for July 9, 2014.
- 3. The purpose of this Chapter;***
Information received adequately describes the proposed work.
- 4. Compliance with the Black Hawk Municipal Code and the payment of all fees required by the Black Hawk Municipal Code;***
The project complies with all regulations.
- 5. The historical and architectural style, the general design, arrangement, texture, materials, and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other***

buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City;

The building was constructed in 1959, several decades after the end of the National Historic Landmark district's period of significance. It was significantly altered in 1983, with new siding, a full width porch, and a cross-gable added over the entry. It would therefore be considered "non-contributing" to the NHL district. Due to recent alterations, it would also not be considered eligible as a local landmark.

6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and

The existing building is "non-contributing." Plans for a proposed replacement building have not been submitted. However, any new construction would also be considered "non-contributing;" therefore the impact on the historic district may be negligible if the building is small in scale and is compatible with the historic district. If the lot remains vacant, that should also have no impact on the historic district. However, even though the existing building is "non-contributing," the size, scale and design of new construction might have a greater negative impact on the surrounding district than the existing building if the new construction is out of scale or character with the district. Therefore, it is not possible to completely assess potential effects of the proposed work on the "special character or historical and aesthetic interest" of the City.

7. The design standards for the City.

The design guidelines for the City of Black Hawk recommend that adaptive uses should first be considered. Then, the appropriateness of the proposed new construction should be reviewed. The applicant has not submitted a report considering adaptive use or plans for a replacement building. Therefore, the application does not meet this section of the design guidelines at this time. Photographic documentation adequately records this non-contributing building.

8. Whether the improvement has been maintained as provided by this Chapter, and

The building has been adequately maintained.

9. Whether the preservation of the improvements is technologically and economically feasible.

The preservation of this building is technologically and economically feasible.

Excerpt from:

***Chapter 16
Section 16-431, Demolition***

(a) No historic landmark may be demolished, in whole or in part, except in conformity with the requirements of this Article

Since the building was originally counted as a "contributing building" in the 1991 NHL nomination (even though in error), and the National Park Service has not commented on the

2011 re-evaluation that change its status to “non-contributing,” it is recommended that the applicant follow Section 16-431 in the ordinance.

(b) No person shall demolish a historic landmark without first obtaining a COA from the Commission and the appropriate permit from the Building Official. Any requests for such demolition permits must be submitted to the Commission and shall be considered by the Commission at its next regularly scheduled meeting, but in any event, within thirty (30) days of submittal. Any application not considered by the Commission within thirty (30) days of submittal shall be deemed approved.

The applicant has satisfied this requirement and the application is acceptable for review.

(c) Nothing contained herein shall prevent the demolition of any building or structure which the Building Official shall certify, in writing, to the Commission is required for the public health, safety or welfare because of an unsafe or dangerous condition.

This City of Black Hawk will be required to apply for a demolition permit through the State of Colorado Public Health and Environmental office.

Excerpt from:

*City of Black Hawk Residential Design Guidelines
11. Demolition Review Criteria and Standards*

11.1. Submittal requirements for proposed demolition.

[Note: Sections 11.1.a through 11.1.g of the design guidelines are identical to sections 16-368.g.1 through 16-368.g.9 of the city’s ordinance.]

11.2 Criteria for determining appropriateness of proposed demolition.

a. The criteria for determining the appropriateness of the demolition are:

- *Consider the adaptive use potential of the historic structure. Is it suitable for viable uses?*
- *Are viable uses allowed by zoning?*
- *Are there precedents for other uses?*
- *Will the building be adequately documented if demolition is approved?*

Evaluation of proposal’s compliance with 11.2.a.

The adaptive use potential of the historic building has not been considered. Conditions of approval for demolition should include a requirement for adequate documentation; for a non-contributing building, photographic documentation is sufficient.

b. The criteria for determining the appropriateness of proposed new construction replacing the historic structure are:

- *Is the new development approvable under other codes?*
- *What is the assurance that the new project will be completed?*

Evaluation of proposal's compliance with 11.2.b.

Plans for any new development have not been submitted; therefore an evaluation of its appropriateness is not possible and the application does not meet this section of the design guidelines.

c. Whether the historic structure has been maintained as provided in this ordinance:

- *Is the building presently occupied?*
- *Has the structure been maintained?*
- *Is the structure deteriorated but repairable?*
- *Has the structure deteriorated due to neglect and is it beyond repair (demolition by neglect)?*

Evaluation of proposal's compliance with 11.2.c.

The building has generally been maintained throughout the years. Some features of the building are deteriorated, but repairable.

d. Whether the preservation of the historic structure is technologically and economically feasible.

- *Is it technically feasible to rehabilitate the property?*
- *Can structural systems be improved to enhance stability?*
- *Is weatherproofing feasible to establish a more weather-resistant enclosure?*
- *Can code compliance be enhanced in the process of rehabilitation?*
- *Is it economically feasible to rehabilitate the property?*
- *Can reasonable return/value be achieved with the rehabilitated property?*
- *Is there a reasonable market for the property?*

Evaluation of proposal's compliance with 11.2.c.

The preservation of the building is technologically feasible. No economic feasibility reports were submitted; therefore reasonable return and value cannot be evaluated. As the City of Black Hawk owns the property, review of "reasonable market" is not applicable.

11.4 Documentation

Proposals for partial or complete demolition must contain sufficient information to describe the action in order to be considered. The documentation must include the following:

- a. Building plans showing existing condition and indicating the portions proposed for removal.*
- b. Building elevations describing the demolition work and showing existing conditions and indicating the portion proposed for removal. Photographs marked to indicate the portions to be removed may be used.*
- c. Designs for the proposed new construction and rehabilitation that would occur after the demolition.*
- d. A written description of the process that is to be used to remove the portions proposed for demolition, including a plan for protecting those portions of the building that are to be preserved.*
- e. Assurance that the rehabilitation of the remaining historic building will be completed.*
- f. A copy of this documentation must be filed permanently with the City and the Colorado*

Historical Society.

Evaluation of proposal's compliance with 11.4.c.

This is a non-contributing building that has been altered from its 1959 appearance. Therefore, photographic documentation of all four elevations of the building is sufficient. There is no timeline for the submittal of proposed new construction, and no assurances for its completion. A written description of the demolition process is included with this report (see Attachment D).

EVALUATION

The National Park Service listed 281 Church as a contributing building in the 1991 NHL nomination. However, a 2011 re-evaluation of the district recommended changing the building's status to *non-contributing* since the building was constructed over fifty years *after* the district's period of significance. The National Park service has not provided written comments for the 2011 re-evaluation project; therefore, the effect of this building's demolition to the National Historic Landmark District as a whole is unknown. Furthermore, the applicant has not presented plans for any new construction; therefore the effect of new construction on the NHL district's eligibility cannot be determined.

SUMMARY

The Board of Aldermen should evaluate the application, comments in the report, and any testimony by staff and related consultants. The Board should discuss if there is sufficient evidence that the Certificate of Appropriateness application for demolition meets the intent of the criteria outlined in Sections 16-368 and 16-431 of the Black Hawk Municipal Code, and Section 11 of the Black Hawk Residential Design Guidelines.

At the conclusion of its discussion, the Board of Aldermen may recommend **APPROVAL, CONDITIONALLY APPROVAL OR DENIAL** of the Certificate of Appropriateness application for demolition of 281 Church Street as submitted and included in this staff report.

ATTACHMENTS

- A. Notice of Public Hearing
- B. Photographs
- C. Cultural Resource Re-evaluation Form
- D. Written Description of Demolition Process

ATTACHMENT A

NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the City of Black Hawk Zoning Ordinance that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a Proposed Demolition of a Non-Contributing Commercial Building in the National Historic Landmark District, formally known as the Robinson-Sells building, at 281 Church Street. This property is described in Exhibit A below and is generally located on the north side of Gregory Street at the intersection of Church Street and Gregory Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, June 25, 2014 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk New City Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

**ALL INTERESTED PARTIES
MAY ATTEND**

Kelly Stevens
Deputy City Clerk

Exhibit A

281 Church Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 025 Lot: 001, Subd: BLACK HAWK Block: 026 Lot: 014 (W 20 FT OF LOT 1), (LOT 14 LESS PT DESC 378/361) & IMPS

Attachment B: Photographs



Figure 7. Southeast elevation (façade)



Figure 8. Southwest and southeast elevations.



Figure 8. Northwest elevation.

ATTACHMENT C

BLACK HAWK CULTURAL RESOURCE SURVEY
Cultural Resource Re-evaluation Form
(page 1 of 2)

1. Current Address: **281 Church Street**
2. Resource Number: **5GL.7.478** 3. NHL Resource Number: **B26-9**
4. Resource Name:
5. Purpose of this current site visit (check as many as apply)
- Site is within a current project area
 - Resurvey
 - Update of previous site form(s)
 - Surface collection
 - Testing to determine eligibility
 - Excavation
 - Other
6. Previous Recordings:
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1986 National Park Service Survey | <input checked="" type="checkbox"/> Photograph | |
| <input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination | No Photographs | <input checked="" type="checkbox"/> Contributing |
| <input checked="" type="checkbox"/> 1998 Re-survey | <input checked="" type="checkbox"/> Photograph | |
| <input checked="" type="checkbox"/> 2004 Photo survey | <input checked="" type="checkbox"/> Photograph | |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Photograph | |
7. Exterior alterations since 1986: **2008 – replace railing, permit valuation \$4,000. 2000 – replace roof shingles.**
8. Additional historical background : **Construction date: 1959. 1986 survey form lists an incorrect date of construction (1900), and therefore the 1991 NHL designation erroneously listed this as a contributing building to the district.**
- 1959 Construction date Estimate from 1986 NPS Survey New estimate

Sources of information: ***Gilpin County Tax Assessor's office***

Sanborn Maps

- 1886 (different house shown)
- 1890 “
- 1895 “
- 1900 “

Current Address: **281 Church Street**

(page 2 of 2)

Resource Number: **5GL.7.478**

NHL Resource Number: **B26-9**

9. Changes to Location or Size Information: **1986 survey lists address as 301 Gregory. Colorado Historical Society online database erroneously lists the address as 281 Gregory (handwritten notes by CHS staff on 1998 survey form are incorrect).**
10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:
Contributing ___ Non contributing **X** Need data_
11. National Register - Individual Eligibility Assessment:
Eligible ___ Not eligible **X** Need data_____
12. Is there National Register district potential? Yes **X** No ___
Discuss: **Would not be a contributing building to a potential NR district due to date of construction**
13. Local Designation - Individual Eligibility Assessment:
Eligible ___ Not eligible **X** Need data_____
14. Is there Local district potential? Yes **X** No ___
Discuss: **Would not be a contributing building to a potential local district due to date of construction**
15. Photograph Types and Numbers: **Digital, <.jpg> format. 281 Church-1.JPG**
16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**
17. Recorder(s): **Deon Wolfenbarger**
18. Date(s): **January 4, 2010**
19. Recorder Affiliation: **Three Gables Preservation**
20. Attachments
(check as many as apply)
X Photographs
___ Site sketch map
___ U.S.G.S. map photocopy
X Other _____
___ Other _____
21. Official determination
(OAHNP USE ONLY)
___ Determined Eligible
___ Determined Not Eligible
___ Need Data
___ Nominated
___ Listed
___ Contributing to N.R. District
___ Not Contributing to N.R. Dist

Current Address: **281 Church Street**
Resource Number: **5GL.7.478**
NHL Resource Number: **B26-9**

Continuation Sheets

Current Photograph
Date: **4/09/09**



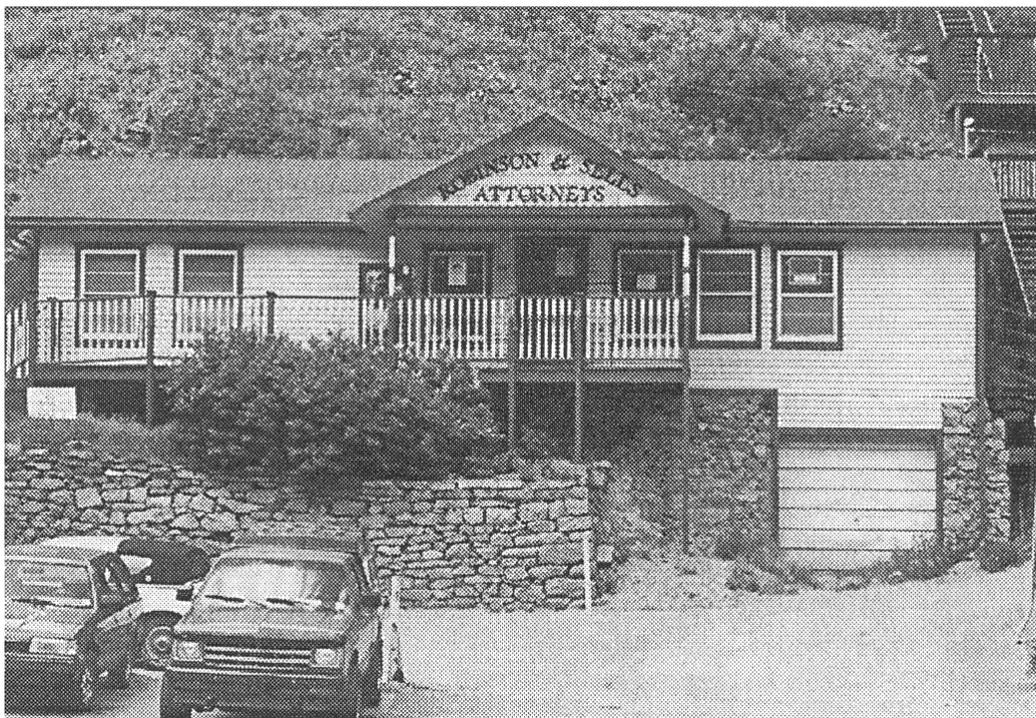
Current Address: **281 Church Street**
Resource Number: **5GL.7.478**
NHL Resource Number: **B26-9**

Continuation Sheets

2004 Photograph



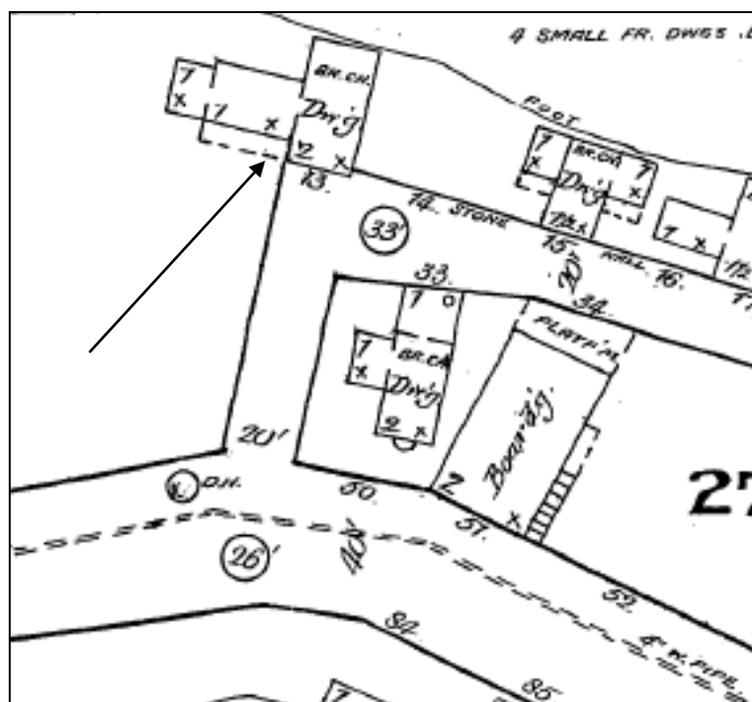
1998 Resurvey Photograph



1986 Survey Photograph



1886 Sanborn Map



Different house, slightly set back from the present house's location

ATTACHMENT D
DEMOLITION PROCESS – 281 CHURCH STREET

- ~~Historical Documentation:~~
 - ~~Identify historical and non-historical portions, elements and features of the structure, i.e., number of stories, gross square footage per floor, number and type of rooms — entry, bedroom, bath, living, parlor, kitchen, dining, laundry mechanical, closets, flat or sloped ceiling, historically significant features — interior and exterior, foundation, windows, doors, light fixtures, hardware, chimney, cornices, trim/molding, porch, deck, fence, rock walls, outbuildings~~
- ~~Remove and store historically significant features — windows, doors, light fixtures, hardware, trim, etc.~~
- ~~Identify and Document Overall Condition of Structure (marginal, poor, extremely poor)~~
- ~~Identify and Document Water Damage~~
- ~~Identify and Document Building Code Data and Deficiencies — utilized as single-family residence, life safety hazards~~
- Identify and Abate Hazardous Material (lead paint, asbestos, mold, mine tailings, radon, etc.):
- ~~Document Rodent Infestation~~
- Document Retaining Walls: Condition, location & size: Photo Documentation
- Develop Scope of Work
- Bidding Instructions
- Bids Form Distributed to Qualified Contractors
- Pre-Bid Meeting
- Bid Questions
- Bid Amendments Distributed
- Bids Due
- Action Form Prepared for HPC and City Council Review Process
- Council Action
- Notice to Proceed
- Contract Executed
- Project Startup
- Demolition Observation and Removal and Lawful Disposal of all Items
- Clean Up: Maintain Clean Work Site: Daily Removal of Nuisance Dust on road Surfaces, Mud and Construction Debris
- Disposal Sites: Dispose of all materials via an approved disposal site acquisitioned by the contractor
- Traffic Control Plan
- Water: Control Nuisance Dust
- Existing Utilities: Locate Approximate Location of Existing Services
- Protection of Public and Private Property
- Work in Easements and Right-of-Ways
- Abandonment of Utilities: Water Service Pipeline, Sanitary Sewer Service, Gas Service, Electrical, Telephone and Cable Services
- Final Grading
- Reuse any non-mortared stones from retaining wall; store for future projects

RESOLUTION 50-2014
A RESOLUTION
APPROVING A
CERTIFICATE OF
APPROPRIATENESS FOR
THE DEMOLITION OF A
STRUCTURE LOCATED
AT 380 GREGORY STREET

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

Resolution No. 50-2014

TITLE: A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF A STRUCTURE LOCATED AT 380 GREGORY STREET

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

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for the demolition of a structure located at 380 Gregory Street based on satisfaction of the criteria set forth in Section 16-368 of the Black Hawk Municipal Code, upon satisfaction of the following condition:

- A. The demolition process is done in accordance with “Attachment D,” attached hereto and incorporated herein by this reference.

RESOLVED AND PASSED this 9th day of July, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

July 9, 2014

SUBJECT: Certificate of Appropriateness for Demolition of Non-Historic Building

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The applicant, the City of Black Hawk, is requesting complete demolition of 380 Gregory Street. 380 Gregory Street is currently zoned Core Gaming (CG) and abuts the new HARD district. The Historic Appreciation and Recreation Destination district (HARD) rezoned a section of Gregory Street in October 23, 2013.

The present commercial building was built in 1982 and is located on lots 3 & 4, Block 32. Historically, these lots contained a small frame dwelling that was connected to another frame building with a blacksmith shop attached on the west end (figure 1). The east building survived at least to the post-WWII era (figure 2). In 1982, the owner built the present structure from materials salvaged from a building located behind the "Tivoli" in Denver.

The National Park Service listed 380 Gregory as a non-contributing building in the 1991 NHL nomination due to its date of construction after the district's period of significance. Demolition should not have a negative effect on the NHL district. However, the applicant has not presented plans for any new construction; therefore the effect of new construction on the NHL district's eligibility cannot be determined.

RECOMMENDATION

The Board of Aldermen should evaluate the application, comments in the report, and any testimony by staff and related consultants. The Board should discuss if there is sufficient evidence that the Certificate of Appropriateness application for demolition meets the intent of the criteria outlined in Sections 16-368 of the Black Hawk Municipal Code.

At the conclusion of its discussion, the Board of Aldermen may recommend **APPROVAL, CONDITIONALLY APPROVAL OR DENIAL** of the Certificate of Appropriateness application for demolition of 380 Gregory Street as submitted and included in this staff report.

ORDINANCE DATE:

July 9, 2014

ORIGINATED BY:

Cynthia Linker

STAFF PERSON RESPONSIBLE:

Cynthia Linker

DOCUMENTS ATTACHED:

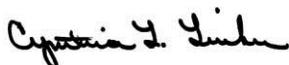
Resolution, Staff Report,
Attachments A-D

CITY ATTORNEY REVIEW:

Yes No N/A
INITIALS _____

SUBMITTED BY:

REVIEWED BY:





7-1-2014

07/03/2014

Cynthia L. Linker, CP&D

Jack D. Lewis, City Manager

STAFF REPORT:

For: Black Hawk City Council
Project: Certificate of Appropriateness for Demolition of Non-Historic Building
Property Address: 380 Gregory Street
Property Owner: City of Black Hawk
Zoning: Core Gaming (CG)
Prepared by: Cynthia Linker, CP&D

BACKGROUND:

The applicant, the City of Black Hawk, is requesting complete demolition of 380 Gregory Street. 380 Gregory Street is currently zoned Core Gaming (CG) and abuts the new HARD district. The Historic Appreciation and Recreation Destination district (HARD) rezoned a section of Gregory Street in October 23, 2013.

The present commercial building was built in 1982 and is located on lots 3 & 4, Block 32. Historically, these lots contained a small frame dwelling that was connected to another frame building with a blacksmith shop attached on the west end (figure 1). The east building survived at least to the post-WWII era (figure 2). In 1982, the owner built the present structure from materials salvaged from a building located behind the “Tivoli” in Denver.



Figure 1. Red oval indicates the buildings historically located on these two lots in 1895.
(Source: 1895 Sanborn Map)



Figure 2. Ca. 1960s. This building was not extant when the National Historic Landmark district was designated in 1991 (*Source: Gilpin County Assessor's Office*)

In 1986, when the National Park Service conducted a survey of historic resources in Black Hawk, Central City, and Nevadaville, this building was evaluated as *non-contributing* due to its construction date. The description from that 1986 survey is below (see figure 3 for the accompanying photograph):

This residential and commercial structure is a vernacular 2-story rectangular plan building with a low-pitched gable roof covered with asphalt shingles. Walls are covered with horizontal wood siding and the low foundation is stone. Windows are 1-over-1 lights with 4 large picture windows on the first floor of the front façade; the primary door is wood. The distinctive feature is the overhanging porch on the second story with wood rail and turned [spindles]. Ornate bargeboard outlines [the] roof.

In 1991, when Black Hawk was added to an expanded National Historic Landmark (NHL) district, the property was officially listed as “non-contributing” to the district. The cribbing behind the property was constructed in 1992 after the slope behind the building began to fail. In 2011, a re-survey and evaluation of the NHL district was completed. At that time, the property was again evaluated as “non-contributing” to the National Historic Landmark district since it was built after the NHL district’s period of significance of 1859-1918.



Figure 3. Photograph from the 1986 survey.

On October 23, 2013, a new zoning district abutting this property was created - the Historic Appreciation and Recreation Destination District (HARD). As part of the new zoning, the Board of Aldermen also approved the *Comprehensive Plan Amendment Chapter V: H. Gregory Street Sub-Area Plan* on October 23, 2013. This plan recommends redevelopment of Gregory Street for mixed commercial and entertainment use. The property at 380 Gregory was purchased by the City of Black Hawk on April 30, 2014. Although the specific plans for this site have not been determined, the City is seeking a Certificate of Appropriateness for full demolition of the building. Any new construction proposed for the property will require a Certificate of Appropriateness. In preparation for demolition, the City conducted an environmental survey of the building; Weecyle reported that the building was “non-detect” for asbestos.

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:

*City of Black Hawk Zoning Code
Chapter 16
Section 16-368, City Council historic review process*

16-368: Anyone seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation construction or demolition shall be subject to the City’s design standards.

g. Criteria for determining appropriateness of a proposed demolition. In determining the appropriateness of the demolition of an improvement as requested in an application for a demolition permit, the HPC and the City Council shall consider the following:

- 1. All plans, drawings and photographs as may be submitted by the applicant;***
Photographs showing existing exterior conditions have been submitted and are acceptable for review (Attachment B). Building plans of any proposed redevelopment have not been submitted. A written description of the process that is to be used to remove the portions proposed for demolition has been recommended by staff (Attachment D). There are no historic site features which require documentation.
- 2. Information presented at a public hearing held concerning the proposed work;***
Findings will be presented to the Board of Aldermen at the Public Hearing scheduled for July 9, 2014.
- 3. The purpose of this Chapter;***
Information received adequately describes the proposed work.
- 4. Compliance with the Black Hawk Municipal Code and the payment of all fees required by the Black Hawk Municipal Code;***
The project complies with all regulations.
- 5. The historical and architectural style, the general design, arrangement, texture, materials, and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City;***
The building was constructed in 1982, several decades after the end of the National Historic Landmark district's period of significance. It is "non-contributing" to the NHL district. Due to its age, it would also not be considered eligible as a local landmark. The wood cribbing on the site was built in 1992, and is also non-historic.
- 6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and***
The existing building is "non-contributing." Plans for a proposed replacement building have not been submitted. However, any new construction would also be considered "non-contributing;" therefore the impact on the historic district may be negligible if the building is of comparable scale and its design is compatible with the historic district. If the lot remains vacant, that should also have no impact on the historic district. However, even though the existing building is "non-contributing," the size, scale and design of new construction might have a greater negative impact on the surrounding district than the existing building if the new construction is out of scale or character with the district. Therefore, it is not possible to completely assess potential effects of the proposed work on the "special character or historical and aesthetic interest" of the City.

7. *The design standards for the City.*

The design guidelines for the City of Black Hawk recommend that adaptive uses should first be considered. Then, the appropriateness of the proposed new construction should be reviewed. The applicant has not submitted a report considering adaptive use or plans for a replacement building. Therefore, the application does not meet this section of the design guidelines at this time. Photographic documentation adequately records this non-contributing building.

8. *Whether the improvement has been maintained as provided by this Chapter, and*
The building has been adequately maintained.

9. *Whether the preservation of the improvements is technologically and economically feasible.*

The preservation of this building is technologically and economically feasible.

Excerpt from:

Chapter 16
Section 16-431, Demolition

(a) No historic landmark may be demolished, in whole or in part, except in conformity with the requirements of this Article

Since the building is non-historic and was officially counted as “non-contributing building” in the 1991 NHL nomination, Section 16-431 of the ordinance is not relevant.

City of Black Hawk Commercial Design Guidelines
11. Demolition Review Criteria and Standards

The *City of Black Hawk Commercial Design Guidelines* does not cover demolition of commercial buildings. Since the building at 380 Gregory is non-historic and non-contributing, photographic documentation of all four elevations of the building is sufficient to record the building’s present condition. A written description of the demolition process is included with this report (Attachment D), and should be followed during the demolition. Any new construction should meet the commercial guidelines, and would require a Certificate of Appropriateness.

EVALUATION

The National Park Service listed 380 Gregory as a non-contributing building in the 1991 NHL nomination due to its date of construction after the district’s period of significance. Demolition should not have a negative effect on the NHL district. However, the applicant has not presented plans for any new construction; therefore the effect of new construction on the NHL district’s eligibility cannot be determined.

SUMMARY

The Board of Aldermen should evaluate the application, comments in the report, and any testimony by staff and related consultants. The Board should discuss if there is sufficient evidence that the Certificate of Appropriateness application for demolition meets the intent of the criteria outlined in Sections 16-368 of the Black Hawk Municipal Code.

At the conclusion of its discussion, the Board of Aldermen may recommend **APPROVAL, CONDITIONALLY APPROVAL OR DENIAL** of the Certificate of Appropriateness application for demolition of 380 Gregory Street as submitted and included in this staff report.

ATTACHMENTS

- A. Notice of Public Hearing
- B. Photographs
- C. Cultural Resource Re-evaluation Form
- D. Written Description of Demolition Process

ATTACHMENT A

NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the City of Black Hawk Zoning Ordinance that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a Proposed Demolition of a Non-Contributing Commercial Building in the National Historic Landmark District, formally known as the Bobtail Corner Store building, at 380 Gregory Street. This property is described in Exhibit A below and is generally located on the south side of Gregory Street at the intersection of High Street and Gregory Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, July 9, 2014 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk New City Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

**ALL INTERESTED PARTIES
MAY ATTEND**

Kelly Stevens
Deputy City Clerk

Exhibit A

380 Gregory Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 032 Lot: 003 AND:- Lot: 004 & IMPS

Attachment B: Photographs



Figure 4. Northwest elevation (façade)



Figure 5. Northeast and northwest elevations.



Figure 6. Southeast and northeast elevations.



Figure 7. Northwest and southwest elevations.

ATTACHMENT C

BLACK HAWK CULTURAL RESOURCE SURVEY
Cultural Resource Re-evaluation Form
(page 1 of 2)

1. Current Address: **380 Gregory**
2. Resource Number: **5GL.7.488** 3. NHL Resource Number: **B32-N1**
4. Resource Name:
5. Purpose of this current site visit (check as many as apply)
- Site is within a current project area
 - Resurvey
 - Update of previous site form(s)
 - Surface collection
 - Testing to determine eligibility
 - Excavation
 - Other
6. Previous Recordings:
- | | | |
|--|--|---------------------------------------|
| <input checked="" type="checkbox"/> 1986 National Park Service Survey | <input checked="" type="checkbox"/> Photograph | |
| <input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination | No Photographs | <input type="checkbox"/> Contributing |
| <input checked="" type="checkbox"/> 1998 Re-survey | <input checked="" type="checkbox"/> Photograph | |
| <input checked="" type="checkbox"/> 2004 Photo survey | <input checked="" type="checkbox"/> Photograph | |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Photograph | |
7. Exterior alterations since 1986: **1992 – Unspecified addition, permit valuation \$2,000. 2001 - Paint exterior same color, repair siding, repair handrails, remove interior partitions, paint interior, permit valuation \$3,000**
8. Additional historical background: **The property formerly contained a one-story, side gabled frame building.**

1982 Construction date Estimate from 1986 NPS Survey New estimate

Sources of information:

Sanborn Maps

- 1886
- 1890
- 1895
- 1900

Current Address: **380 Gregory**

(page 2 of 2)

Resource Number: **5GL.7.488**

NHL Resource Number: **B32-N1**

9. Changes to Location or Size Information: **None**

10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:
Contributing ___ Non contributing **X** Need data_

11. National Register - Individual Eligibility Assessment:
Eligible ___ Not eligible **X** Need data___

12. Is there National Register district potential? Yes ___ No **X**
Discuss: **this area no longer contains a sufficient concentration of historic buildings**

13. Local Designation - Individual Eligibility Assessment:
Eligible ___ Not eligible **X** Need data___

14. Is there Local district potential? Yes ___ No **X**
Discuss: **this area no longer contains a sufficient concentration of historic buildings**

15. Photograph Types and Numbers: **Digital, <.jpg> format. 380 Gregory-1.JPG**

16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**

17. Recorder(s): **Deon Wolfenbarger**

18. Date(s): **March 16, 2010**

19. Recorder Affiliation: **Three Gables Preservation**

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

21. Official determination
(OAHF USE ONLY)
___ Determined Eligible
___ Determined Not Eligible
___ Need Data
___ Nominated
___ Listed
___ Contributing to N.R. District
___ Not Contributing to N.R. Dist

Current Address: **380 Gregory**
Resource Number: **5GL.7.488**
NHL Resource Number: **B32-N1**

Continuation Sheets

Current Photograph
Date: **04/09/2009**



Current Address: **380 Gregory**
Resource Number: **5GL.7.488**
NHL Resource Number: **B32-N1**

Continuation Sheets

2004 Photograph



1998 Resurvey Photograph



Current Address: **380 Gregory**
Resource Number: **5GL.7.488**
NHL Resource Number: **B32-N1**

Continuation Sheets

1986 Survey Photograph



Current Address: **380 Gregory**
Resource Number: **5GL.7.488**
NHL Resource Number: **B32-N1**

Continuation Sheets

Gilpin Assessor's Photographs



Gregory Street Casino 10/21/92



ATTACHMENT D
DEMOLITION PROCESS – 380 GREGORY STREET

- ~~Historical Documentation:~~
 - ~~Identify historical and non-historical portions, elements and features of the structure, i.e., number of stories, gross square footage per floor, number and type of rooms — entry, bedroom, bath, living, parlor, kitchen, dining, laundry mechanical, closets, flat or sloped ceiling, historically significant features — interior and exterior, foundation, windows, doors, light fixtures, hardware, chimney, cornices, trim/molding, porch, deck, fence, rock walls, outbuildings~~
- ~~Remove and store historically significant features — windows, doors, light fixtures, hardware, trim, etc.~~
- ~~Identify and Document Overall Condition of Structure (marginal, poor, extremely poor)~~
- ~~Identify and Document Water Damage~~
- ~~Identify and Document Building Code Data and Deficiencies — utilized as single-family residence, life safety hazards~~
- Identify and Abate Hazardous Material (lead paint, asbestos, mold, mine tailings, radon, etc.):
- ~~Document Rodent Infestation~~
- ~~Document Retaining Walls: Condition, location & size:~~
 - Develop Scope of Work
 - Bidding Instructions
 - Bids Form Distributed to Qualified Contractors
 - Pre-Bid Meeting
 - Bid Questions
 - Bid Amendments Distributed
 - Bids Due
 - Action Form Prepared for HPC and City Council Review Process
 - Council Action
 - Notice to Proceed
 - Contract Executed
 - Project Startup
 - Demolition Observation and Removal and Lawful Disposal of all Items
 - Clean Up: Maintain Clean Work Site: Daily Removal of Nuisance Dust on road Surfaces, Mud and Construction Debris
 - Disposal Sites: Dispose of all materials via an approved disposal site acquisitioned by the contractor
 - Traffic Control Plan
 - Water: Control Nuisance Dust
 - Existing Utilities: Locate Approximate Location of Existing Services
 - Protection of Public and Private Property
 - Work in Easements and Right-of-Ways
 - Abandonment of Utilities: Water Service Pipeline, Sanitary Sewer Service, Gas Service, Electrical, Telephone and Cable Services
 - Final Grading

RESOLUTION 51-2014
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
APPROPRIATENESS FOR
A COMPREHENSIVE SIGN
PLAN FOR THE RED
DOLLY CASINO

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

Resolution No. 51-2014

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR A COMPREHENSIVE SIGN PLAN FOR THE RED DOLLY CASINO

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

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for the Comprehensive Sign Plan for the Red Dolly Casino upon the satisfaction of the following conditions:

- A. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new signs;
- B. Projecting signs will comply with the regulations pertaining to height limitations and placement as set forth in the Black Hawk Municipal Code; and
- C. To prevent any potential reflection, the backboard of the banner sign shall be painted to match the façade of the building, or the banner frame design must accommodate that the backboard is removed when the banner is not in use.

RESOLVED AND PASSED this 9th day of July, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING:

July 9, 2014

SUBJECT: Certificate of Appropriateness Approval for a Comprehensive Sign Plan for Red Dolly Casino

On June 3, 2014, the City of Black Hawk received an application for a Certificate of Appropriateness for a Comprehensive Sign Plan (CSP) from YESCO sign company on behalf of the Red Dolly Casino. Please refer to the attached staff report for a summary of the proposed CSP.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Section 15-13 (Sign Code) of the Municipal Code regulates the need for Comprehensive Sign Plans (CSP). Section 16-368 of the Black Hawk Municipal Code regulates the Certificate of Appropriateness procedures. This application requests approval of a CSP with 168.20 square feet of sign area with 7 signs. The CSP proposes 2 Electronic Message Centers, an LED sign, a banner sign in addition to the blade sign and awning signs.

RECOMMENDATION:

Baseline staff recommends City Council consider a **MOTION TO APPROVE WITH THE FOLLOWING CONDITIONS** a Certificate of Appropriateness for a Comprehensive Sign Plan as submitted and included with this staff report:

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code.
3. To prevent any potential reflection the backboard of the banner sign shall be painted to match the façade of the building; or the banner frame design must accommodate that the backboard is removed when the banner is not in use.

RESOLUTION DATE:

July 9, 2014

ORIGINATED BY:

YESCO o/b/o Red Dolly Casino

STAFF PERSON RESPONSIBLE:

Vincent Harris, Baseline Corporation
Staff Report, Notice, and applicant's application

DOCUMENTS ATTACHED:

Yes No N/A

CITY ATTORNEY REVIEW:

INITIALS _____

SUBMITTED BY:



6-27-14

Vincent Harris, Baseline Corporation

REVIEWED BY:



07/03/2014

Jack D. Lewis, City Manager

Staff Report



STAFF REPORT: Certificate of Appropriateness Approval for a Comprehensive Sign Plan for the Red Dolly Casino (P-14-08)

For: City Council
Project: Red Dolly Comprehensive Sign Plan
Property Address: 530 Gregory Street
Applicants: Rodney Eaton, YESCO Sign Company o/b/o Red Dolly
Zoning: GOLD District
Prepared by: Zeljko Spiric, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D



BACKGROUND:

On June 3, 2014, the City of Black Hawk received an application for a Certificate of Appropriateness for a Comprehensive Sign Plan (CSP) from YESCO sign company on behalf of the Red Dolly Casino. The intent of this submittal is to create a plan that will include existing signs and allow installation of new signs. Attached to this staff report is a copy of the CSP document that catalogues all signs. The Casino is permitted 128 sq. ft. of sign area without a CSP and 217.6 sq.ft. (with the 70% additional allowance) with a CSP per the existing sign code (Chapter 15 of the Municipal Code).

In total, Red Dolly Casino proposes 7 signs of varying sizes with a total sign area of approximately 168.2 sq.ft. Among the proposed 7 signs are two (2) Electronic Message Center (EMC) signs that will be utilized to advertise the casino promotions and activities. In addition to the EMC signs, the CSP identifies 2 awning signs, a projecting sign, an LED TV sign and a banner. The LED TV is a new sign that will be added to the list of Red Dolly Casino signs and it will be utilized to advertise Casino's potential employment opportunities and daily specials. The banner sign, per the City of Black Hawk Sign Code, will not be counted toward the total sign area of the proposed CSP.

The signs will be placed at various spots on the building (see Images 1 and 2).

Excerpts from the proposed CSP, indicating the proposed signs and their locations, have been included below.



Proposed Sign Locations

Image 1: Sign Location Map

Proposed Signs

REF.	SIGNS	QTY.	TYPE	SQ/FT
EX01		1	VIDEO DISPLAY	48.30 ft ²
EX02		2	AWNING	24.14 ft ² (12.07 ft ² ea.)
EX03		1	IDENTIFICATION	10.00 ft ²
EX04		1	VIDEO DISPLAY	78.75 ft ²
EX05		1	BANNER	32.00 ft ² NOT COUNTED AGAINST ALLOWABLE SQUARE FOOTAGE
PS 06		1	VIDEO DISPLAY	7.01 ft ²

Image 2: Proposed Sign Details

The proposed Comprehensive Sign Plan has been reviewed by staff for compliance with Chapter 15 (Sign Code – Sign Regulations) of the Black Hawk Municipal Code.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Section 15-13 (Sign Code) of the Municipal Code regulates the need for Comprehensive Sign Plans (CSP). This staff report relates the need for City Council to review and take action on the proposed Comprehensive Sign Plan. The Black Hawk Municipal Code requires a public hearing necessitating a notice in the paper and posting of the property. Both the notification and posting have been completed.

The CSP is provided by the City of Black Hawk Municipal Code to offer more flexibility with the number, size, proportion and balance of signs. The City of Black Hawk Municipal Code permits a total allowable square footage of signage to be calculated at one square foot per linear foot of building frontage. Each building is allowed a minimum of 128 sq.ft. The CSP allows for a total signage area calculated at 135% of the total allowed sign area. An additional 35% of sign area is permitted for those CSP's that propose utilization of Electronic Message Centers (EMC). The total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met. Excerpts from the Black Hawk Code as they relate to the regulation of Comprehensive Sign Plans are included below. Those regulations that are particular to this submittal have been provided along with staff comments.

The Red Dolly CSP proposes 168.20 sq.ft of sign area. Included below is an evaluation for the CSP.

*The City of Black Hawk
Municipal Code
Chapter 15 – Sign Code
Article IV – Sign Regulations*

Sec. 15-13. Comprehensive Sign Plans. The Comprehensive Sign Plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics. This Section assumes that strict compliance with preceding sections of this Chapter provides effective signage for smaller properties and developments and meets community goals for appearance and safety. However, as developments grow in size, opportunities for more effective signage increases. Larger sites offer opportunities for alternative regulation of the number, size, proportion and balance of signs according to alternative standards consistent with the types of establishments, state of the art technology and their approved architecture character.

Sec. 15-13(b) Applicability.

(1) Any building located in a nonresidential district wanting to have additional sign area than allowed in a Standard Sign Plan and wanting the ability to utilize special event banners and signs for any special event as defined in the Black Hawk Municipal Code. The regulations governing a Certificate of Appropriateness can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.

(2) Comprehensive Sign Plans are not permitted within Residential Districts as defined by this Chapter.

Sec. 15-13 (c) Application filing. Applications for Comprehensive Sign Plans shall be submitted to the Planning Department.

Staff Comment: The applicant has chosen to voluntarily prepare a Comprehensive Sign Plan for the Red Dolly Casino.

Sec. 15-13 (d) Submittal requirements.

(1) Applicants must submit a detailed Comprehensive Sign Plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: location, relationship of signs to adjacent properties, size, height, color, lighting, technology options, orientation, construction materials and typography.

(2) Comprehensive Sign Plans shall include:

a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.

b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.

c. A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building.

d. The site plan shall include the property lines of the subject site in order to determine that all signage is contained on the property.

Sec. 15-13 (e) Submittal requirements. In case of projecting or blade signs that utilize the airspace above public right-of-way, a license agreement will be generated by the City of Black Hawk for the applicant to review and it shall be reviewed for approval by City Council.

Staff Comment: All regulations have been fulfilled.

Sec. 15-13(f) No minimum or maximum standards are established for the Comprehensive Sign Plan, except as follows:

(1) The total sign area proposed may not exceed one hundred and thirty-five percent (135%) of the permitted sign area allowed on the subject property as calculated and regulated in Section 15-61. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message signs (EMS). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met.

(2) *Permanent window signage shall meet the requirements as set forth in Section 15-43(8).*

(3) *Temporary Banner Sign and Special Event Signs:*

a. Temporary Banner Sign: One temporary vinyl style banner sign is allowed only if included in an approved Comprehensive Sign Plan. A temporary banner sign shall not count toward the maximum sign area permitted for a given business and shall adhere to the following regulations:

1. There shall not be more than one (1) Temporary Banner Sign attached to the building;
and

2. Such sign shall be placed in the approved designated display location on the building and shall be constructed out of high quality material; and

3. Such sign shall be allowed to be made of flexible plastic, cardboard, vinyl, fabric or similar non-rigid water-proof material; and

4. Such sign shall be attached in an inconspicuous manner without zip ties, ropes or other similar visible material; and

5. Such sign shall be adhered to the building with grommets and be attached with nuts, bolts or other similar non-visible fasteners; and

6. Such sign shall not exceed thirty-two (32) square feet in size; and

7. Placement of such sign shall be allowed for thirty (30) consecutive days, six (6) times in a calendar year as specified by the business owner and proper notification to the Planning Department for such days.

b. Special Event Signs: Special Event Signs are allowed only if included in an approved Comprehensive Sign Plan Signs that are related to approved special events as defined in this Chapter 15 and Article X of Chapter 6 (Section 6-332) shall adhere to these regulations and are also subject to approval of a sign permit from the Planning Department and approval by staff, subject to and adhere to the following:

Standards:

1. Special Event Signs are allowed with the permitted special event provided that the sign area shall be limited to a total of seventy-five (75) square feet and a maximum of three (3) such signs. Such signs must be on private property and securely attached to the wall of a permitted building or permitted structure on the site in a manner that does not allow the sign to wave or flap in any way; and

2. Special Event Signs and any other approved special event associated items shall be located within one-hundred (100) feet of the permitted special event area on the property which must be shown on the Comprehensive Sign Plan and sign permit for the special event.

3. Method of attachment shall be shown in detail in the Comprehensive Sign Plan and no strings, rope or similar attachment item shall be visible from 50 feet or more from such attachment location ; and

4. Special Event Signs shall not be placed above the roof line of any building or structure: and.

5. Special Event signs shall not be counted toward the allowed sign area for a property or business.

Staff Comment: The property abuts public right-of-way on two sides: Gregory Street and Cooper Street. In total, the building façade on the subject property abuts 128 linear feet of public right-of-way. Per code, each building may have a minimum of 128 sq.ft. of sign area. Based on the above regulation, the Red Dolly Casino is permitted a total of 217.6 sq.ft. of sign area. The proposed CSP proposes approximately 168.20 sq.ft of sign area.

Sec. 15-13(g) The Comprehensive Sign Plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.

Sec. 15-13(i) Council review and approval. Within sixty (60) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application. The comprehensive sign plan shall be approved if:

- (1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development and designed with a high quality appearance; and*

Staff Comment: The proposed signs are compatible with the other business signs that surround the property in the heart of Black Hawk’s gaming district.

- (2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and*

Staff Comment: The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complements the existing architecture.

- (3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and*

Staff Comment: Both existing and new signs are consistent in both size and form with the architecture and site characteristics.

- (4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and*

Staff Comment: The proposed signs meet the objectives of the City’s standards and match existing approved aesthetics.

- (5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code; and*

Staff Comment: The proposed sign plan meets the purpose of the comprehensive sign plan program.

Sec. 15-13(j) Modifications: Once authorized by the Council, a Comprehensive Sign Plan may be modified through the following procedure:

(1) Regardless of size, any building with a Comprehensive Sign Plan will require an approval, either by City Council or Administrative, to make changes to the said plan.

a. City Council approval is required for changes to a Comprehensive Sign Plan for major modifications (changes to greater than 10% of the initial approved Comprehensive Sign Plan sign area) as long as the total sign area allowed is not exceeded.

b. Administrative approval is required for changes to signs including minor modifications (changes to 10% or less of the initial approved Comprehensive Sign Plan sign area).

Staff Comment: A previous Comprehensive Sign Plan existed for Red Dolly Casino. In light of the recent Sign Code changes, the client has decided to updated their CSP to add the opportunity to have a banner at certain times during the year.

STAFF COMMENTS:

Staff from Baseline Corporation has reviewed and evaluated the prepared Comprehensive Sign Plan provided for the Red Dolly Casino and finds the document to be in compliance with the regulations established in Sec. 15-13(f), which states that the total sign area used may not exceed one hundred and thirty-five (135%) of the permitted sign area. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message signs (EMS). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met. The CSP document includes approximately 168.20 total square feet of sign area. The total permitted sign area for the Red Dolly Casino, based on building street frontage, is 217.6 sq.ft.

The applicant has submitted a survey of the property to supplement the CSP application documents. The survey indicates that no signs utilized by the Casino are projecting into the public right-of-way.

The applicant has chosen to include a banner sign with this proposed Comprehensive Sign Plan (CSP). This CSP will permit the use of the banner sign 30 consecutive days for 6 time periods per year, or a total of 180 days. A permanent location and sign frame have been identified on the Casino as required by the Sign Code. The staff has identified that the backboard for the banner sign could potentially become a reflective surface. To prevent any potential reflections along the roadway the backboard of the banner sign shall be painted to match the façade of the building; or the banner frame design must accommodate that the backboard is removed when the banner is not in use.

Staff recommends that the proposed **Comprehensive Sign Plan** for the Red Dolly Casino be approved and a Certificate of Appropriateness be granted, subject to the following conditions:

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code.

3. To prevent any potential reflection the backboard of the banner sign shall be painted to match the façade of the building; or the banner frame design must accommodate that the backboard is removed when the banner is not in use.

FINDINGS:

Within sixty (60) days of receipt of a complete application, the City Council may approve, conditionally approve, or deny the application for Comprehensive Sign Plan. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-13 (i):

- (1) Implementation of the Comprehensive Sign Plan will provide signage that is compatible with the surrounding development and designed with a high quality appearance; and
- (2) Implementation of the Comprehensive Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and
- (3) Implementation of the Comprehensive Sign Plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and
- (4) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and
- (5) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH THE FOLLOWING CONDITIONS** a Certificate of Appropriateness for a Comprehensive Sign Plan as submitted and included with this staff report.

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code.
3. To prevent any potential reflection the backboard of the banner sign shall be painted to match the façade of the building; or the banner frame design must accommodate that the backboard is removed when the banner is not in use.

Attachments:

- Land Development Application Form
- Comprehensive Sign Plan document

Applicants Submittal

NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the City of Black Hawk Zoning Ordinance that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for the Red Dolly Casino Comprehensive Sign Plan. This property is described in Exhibit A below and is generally located at 530 Gregory Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday July 9, 2014 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Kelly Stevens
City Clerk

Exhibit A

530 Gregory Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 030 Lot: 001 thru Lot: 003



BLACK HAWK

City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

PRE-PLANNING
LAND USE
APPLICATION

DATE: 6/2/14
APPLICANT NAME: Craig Ramirez
APPLICANT ADDRESS: 530 Gregory St Black Hawk Co. 80422
APPLICANT MAILING ADDRESS:
APPLICANT CONTACT NUMBER: 303-582-1100
EMAIL ADDRESS: cramirez@reddollycasino.net
PROPERTY OWNER NAME: Luna Gaming Red Dolly
PROPERTY OWNER ADDRESS: 530 Gregory St, Black Hawk, Co 80422
PROPERTY OWNER MAILING ADDRESS: PO Box 69 Black Hawk Co 80422
PROPERTY OWNER CONTACT NUMBER:
EMAIL ADDRESS: cramirez@reddollycasino.net
PROJECT NAME: Red Dolly Casino CSP
PROJECT ADDRESS: Same
PROJECT DESCRIPTION: Updated CSP as per the City of Black Hawk

IS PROPERTY WITHIN CITY LIMITS: YES [X] NO []
PRESENT ZONING: Gaming CURRENT USE: Gaming
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE):
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE):
GILPIN COUNTY ASSESSOR'S I.D. NO.(S):
EXISTING PROPERTY SIZE: 8000 Building ACRES/SQ.FEET
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)
EXISTING BUILDING SIZE: SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS:

ACTION REQUESTED (COMPLETED BY CITY STAFF):
A list of required submittal items will be provided to the applicant at the conclusion of the Pre-Planning Process. A list of potential documents that may be required is attached.

- ANNEXATION OF ACRES OF LAND AND ACRES OF RIGHT-OF-WAY
ZONING/REZONING: FROM: TO:
PLANNED UNIT DEVELOPMENT (AMENDMENT)
FINAL PLAT: EXISTING LOTS PROPOSED LOTS
MINOR PLAT
SPECIAL USE PERMIT
VACATION OF EASEMENT: RIGHT-OF-WAY:
VARIANCE
SITE DEVELOPMENT PLAN

- CERTIFICATE OF APPROPRIATENESS
- TEMPORARY USE PERMIT
- HISTORIC PRESERVATION FUND GRANT
- FEMA ELEVATION CERTIFICATE
- FLOOD PLAIN DEVELOPMENT PERMIT
- MOTOR VEHICLE/RECREATION VEHICLE STORAGE PERMIT
- COMPREHENSIVE SIGNAGE PLAN/SIGN PERMIT
- BOARD OF APPEALS

PLEASE READ THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANTS TO PAY FEES TO COVER THE COSTS THE CITY MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT US FOR CLARIFICATION.

CERTIFICATION:

I hereby certify that to the best of my knowledge and believe, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code and agree to the payment of any fees to the processing of this application.

SIGNATURE OF APPLICANT:  DATE: 6/3/14

Staff Review Only. Do not write below this line.

All Submittal attachments included? Yes No
 Public Hearing Required? Yes No Administrative Approval: Yes No
 Date: _____ Date: _____

REVIEW:

- City Surveyor – CCS Consulting
- Baseline Corporation
- Colorado Code Consultants
- Community Planning and Development
- Public Works



RED DOLLY CASINO

530 GREGORY STREET, BLACK HAWK CO 80422

COMPREHENSIVE SIGN PLAN

JUNE 23, 2014

SUBMITTED TO:
THE CITY OF BLACK HAWK

CITY OF BLACK HAWK MAYOR'S CERTIFICATE

THE FOREGOING CERTIFICATE OF APPROPRIATENESS
IS APPROVED BY THE BOARD OF ALDERMEN OF THE
CITY OF BLACK HAWK, CO.

THIS _____ DAY OF _____ 2014

BY: _____
MAYOR OF THE CITY OF
BLACK HAWK

ATTEST: _____
CITY CLERK

Only the signs graphically depicted within this approved Comprehensive Sign Plan are allowed. No additional signs can be added on this property without an approval from authorized City of Black Hawk Representative or City Council, depending on the process to permit additional signs.



REF.	SIGNS	COPY	SIZE	QTY.	TYPE	ILLUMINATION	ELEVATION	SQ/FT
EX01		RED DOLLY CASINO	5'-5" (HEIGHT) X 8'-11" (WIDTH)	1	VIDEO DISPLAY	INTERNAL ILLUMINATION	WEST ELEVATION	48.30 ft ²
EX02		RED DOLLY CASINO	1'-1" (HEIGHT) X 10'-10" (WIDTH)	2	AWNING	INTERNAL ILLUMINATION	ABOVE FRONT WINDOWS	24.14 ft ² (12.07 ft ² ea.)
EX03		RED DOLLY CASINO	2'-6" (HEIGHT) X 4'-0" (WIDTH)	1	IDENTIFICATION	NON-ILLUMINATED	ABOVE FRONT WINDOWS	10.00 ft ²
EX04		MESSAGE DISPLAY VARIES	6'-3 1/2" (HEIGHT) X 12'-6 1/8" (WIDTH)	1	VIDEO DISPLAY	INTERNAL ILLUMINATION	EAST ELEVATION	78.75 ft ²
EX05		MESSAGE DISPLAY VARIES	4'-0" (HEIGHT) X 8'-0" (WIDTH)	1	BANNER	NON ILLUMINATED	(FRONT) NORTH ELEVATION	32.00 ft ² NOT COUNTED AGAINST ALLOWABLE SQUARE FOOTAGE
PS 06		MESSAGE DISPLAY VARIES	2'-1 5/8" (HEIGHT) X 3'-3" (WIDTH)	1	VIDEO DISPLAY	INTERNAL ILLUMINATION	(FRONT) NORTH ELEVATION	7.01 ft ²

LINEAR FOOTAGE: 128x1.7 BONUS FOR TOTAL SQUARE FOOTAGE ALLOWANCE: 217.6 ft²

TOTAL SQUARE FOOTAGE OF COMPREHENSIVE SIGN PLAN: 168.2 ft²

Address:
 111 RICHMAN STREET
 BLACK HAWK, COLORADO 80422

Designer: BRIAN CRIPPIN

Sales: RODNEY EATON

Scale: NOTED

Versions:

- 11.10.11 ORIGINAL DRAWING BC
- 11.30.11 R1: REVISE QUANTITY & SIZE OF SIGN EX02 BC
- 12.05.11 R2: Revise square footage per redline BC
- 5.09.14 R3: add to CSP - DG

Landlord Approval:

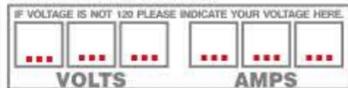
x _____ Date: _____

Tenant Approval:

x _____ Date: _____

Work Order #: AAA

NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL RUNS OR FINAL ELECTRICAL HOOKUP CHARGES ARE NOT INCLUDED. ILLUMINATED DISPLAYS WILL BE WIRED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.



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DESIGN#: 703060



Address:
111 RICHMAN STREET
BLACK HAWK, COLORADO 80422

Designer: BRIAN CRIPPIN

Sales: RODNEY EATON

Scale: NOTED

Versions:
11.10.11 ORIGINAL DRAWING BC
12.01.11 R1: Revise quantity & placement of awnings BC
5.09.14 R3: add to CSP - DG

Landlord Approval:

x _____ Date: _____

Tenant Approval:

x _____ Date: _____

Work Order #: AAA

NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL RUNS OR FINAL ELECTRICAL HOOKUP CHARGES ARE NOT INCLUDED. ILLUMINATED DISPLAYS WILL BE WIRED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.

IF VOLTAGE IS NOT 120 PLEASE INDICATE YOUR VOLTAGE HERE:

...
VOLTS				AMPS	

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DESIGN#: 703060

Page:

2

Of:

7



Address:
 111 RICHMAN STREET
 BLACK HAWK, COLORADO 80422

Designer: BRIAN CRIPPIN

Sales: RODNEY EATON

Scale: NOTED

Versions:
 11.10.11 ORIGINAL DRAWING BC
 5.09.14 R3: add to CSP - DG

Landlord Approval:

x _____ Date: _____

Tenant Approval:

x _____ Date: _____

Work Order #: AAA

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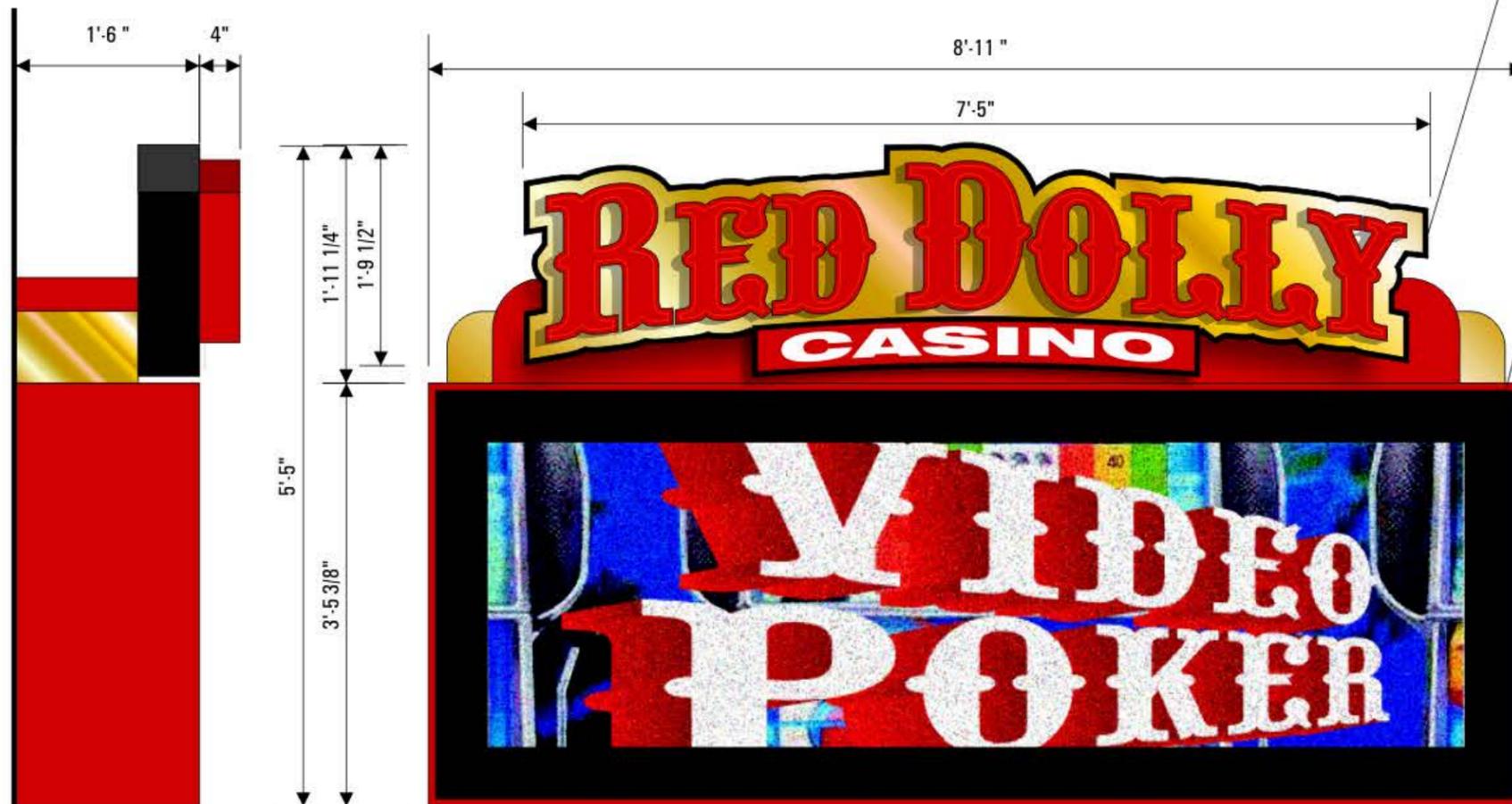
...
VOLTS			AMPS	

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DESIGN#: 703060

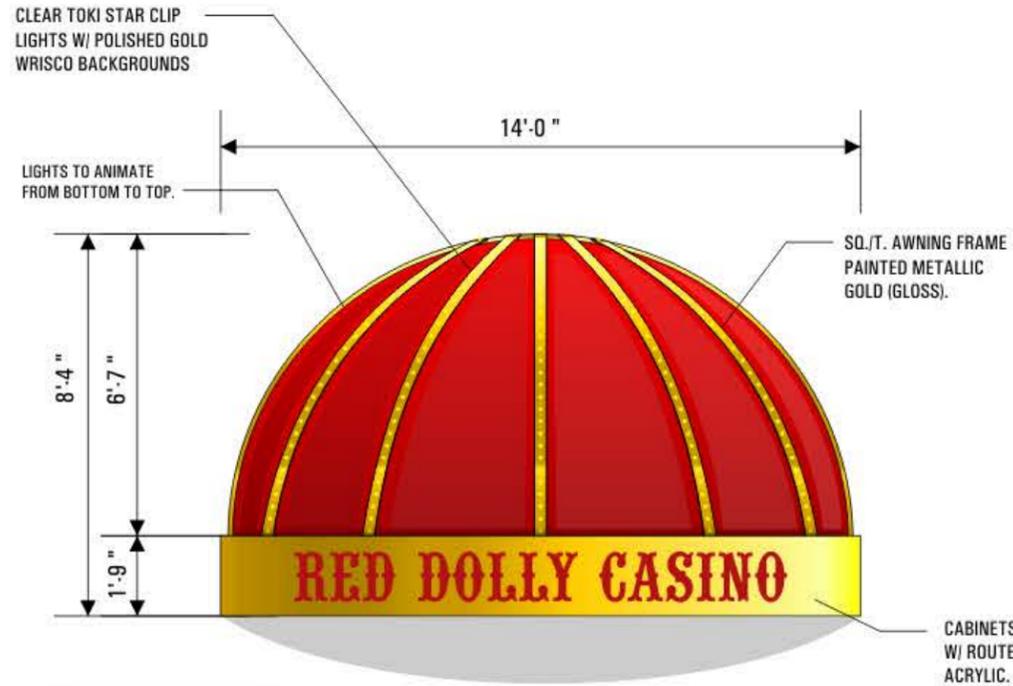
OPEN/CHAN. LETTERS (A) ARE CONSTRUCTED OF ALUM. W/ 4" RETURNS PAINTED RED (GLOSS) AND ILLUMINATED W/ 1/T TO 2/T OF CLEAR RED NEON. LETTERS ARE MOUNTED TO BKGD CABINET W/ BRUSHED WRISCO OVERLAY AND RETURNS PAINTED BLACK. "CASINO" LETTERS ARE 1ST SURFACE OPAQUE WHITE VINYL W/ EXPOSED WHITE NEON COPY.

ILLUMINATED L.E.D. DISPLAY W/ BORDERS (B) PAINTED RED & INSET BORDER PAINTED BLACK. DISPLAY IS 19MM FULL COLOR (40X128 MATRIX).



EX01 ILLUMINATED WALL SIGN
 SCALE: 1/2" = 1'-0"
 QTY: 1





EX02

ILLUMINATED AWNING DISPLAYS

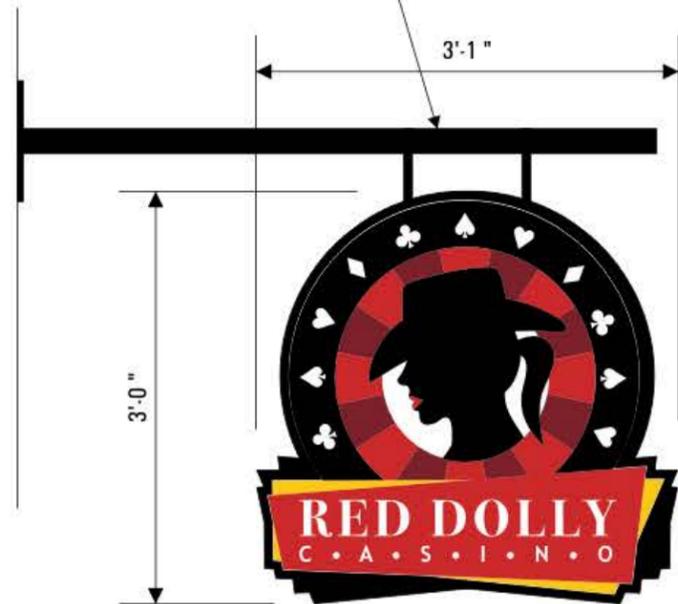
SCALE: 1/4" = 1'-0"

QTY: 2

CABINETS ARE CONSTRUCTED OF ALUM. W/ ROUTED COPY BACKED W/ #2793 RED ACRYLIC. FACES HAVE POLISHED GOLD WRISCO LAMINATE, ILLUMINATED W/ T-12 LAMPS AS REQUIRED. ONLY (2 EA.) AWNINGS HAVE COPY.



BLADE SIGNS ARE CONSTRUCTED OF 1" SQ./T. FRAME SKINNED W/ ALUM. FACES W/ BACKSIDES PAINTED BLACK. FACES HAVE 1ST SURFACE VINYL OVERLAYS.



EX03

NON-ILLUMINATED D/F BLADE SIGN

SCALE: 3/4" = 1'-0"

QTY: 1



Address:

111 RICHMAN STREET
BLACK HAWK, COLORADO 80422

Designer: BRIAN CRIPPIN

Sales: RODNEY EATON

Scale: NOTED

Versions:

11.10.11 ORIGINAL DRAWING BC
11.30.11 R1: REVISE QUANTITY & SIZE OF SIGN EX02 BC
5.09.14 R3: add to CSP - DG

Landlord Approval:

x _____ Date: _____

Tenant Approval:

x _____ Date: _____

Work Order #: AAA

NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL RUNS OR FINAL ELECTRICAL HOOKUP CHARGES ARE NOT INCLUDED. ILLUMINATED DISPLAYS WILL BE WIRED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.



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Page: _____ Of: _____

4 7



Address:
111 RICHMAN STREET
BLACK HAWK, COLORADO 80422

Designer: BRIAN CRIPPIN

Sales: RODNEY EATON

Scale: NOTED

Versions:
11.10.11 ORIGINAL DRAWING BC
5.09.14 R3: add to CSP - DG

Landlord Approval:

x _____ Date: _____

Tenant Approval:

x _____ Date: _____

Work Order #: AAA

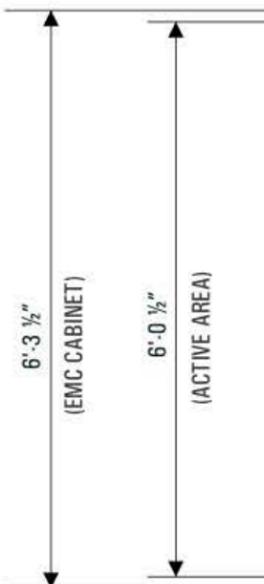
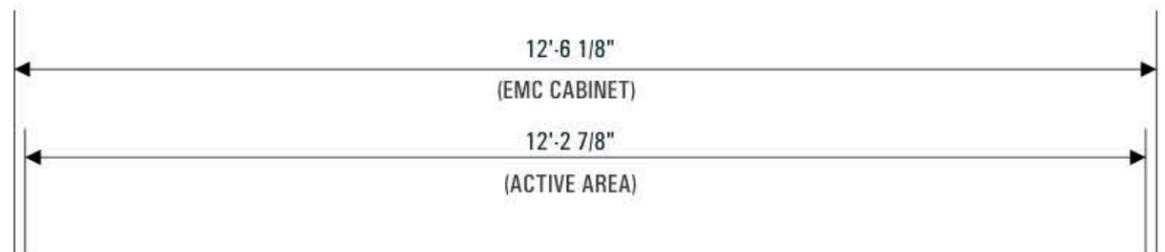
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IF VOLTAGE IS NOT 120 PLEASE INDICATE YOUR VOLTAGE HERE.

...
VOLTS			AMPS	

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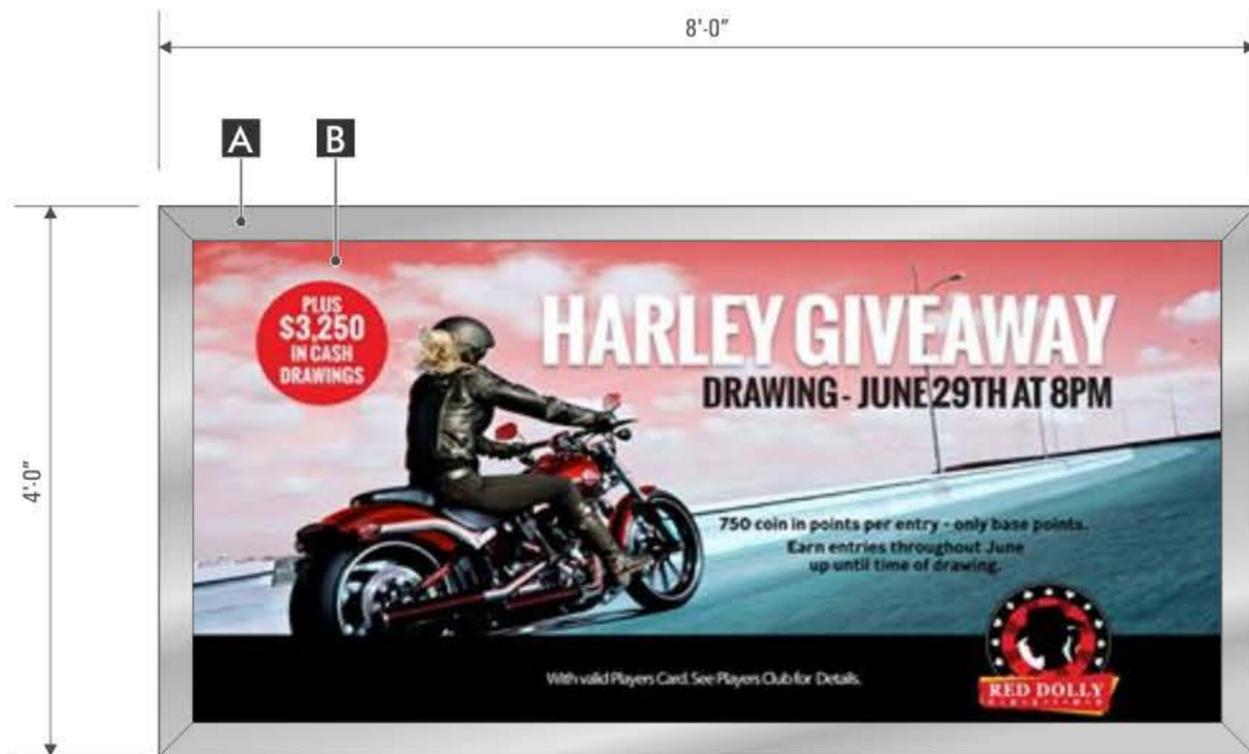
DESIGN#: 703060



ILLUMINATED L.E.D. DISPLAY PAINTED PAINTED BLACK. DISPLAY IS virtual 19/11MM FULL COLOR (160x324 MATRIX).

EX04 ILLUMINATED EMC
SCALE: 1/2" = 1'-0"
QTY: 1





SIGN SPECS		
A	FRAME	MATERIAL ALUMINUM (ACKLAND FRAME SYSTEM)
		SIZE 3"x3/16"
		PAINT SATIN ALUMINUM (UNFINISHED)
B	BANNER	COLOR WHITE
		HEMMED NO
		GROMMETS NO
		COLOR DIGITAL PRINT
C	PANEL	TYPE ALUMINUM
		THICKNESS .090"
		FINISH MILL FINISH
		MOUNTING FLUSH MOUNT TO FASCIA VIA MECHANICAL FASTENERS

GENERAL NOTES:	
ESTIMATING	1 SINGLE FACE NON-ILLUMINATED BANNER SYSTEM
PERMIT	32 SQ. FT.
ELECTRICAL HOOK-UP BY:	N/A

YESCO
 Custom Electric Signs™

Denver Division 303-375-9933
 3770 Joliet Street 303-375-9111 (Fax)
 Denver, CO 80239 www.yesco.com

RED DOLLY
 CASINO

Address:
 111 RICHMAN STREET
 BLACK HAWK, COLORADO 80422

Designer: DALLAS GRIFFIN

Sales: RODNEY EATON

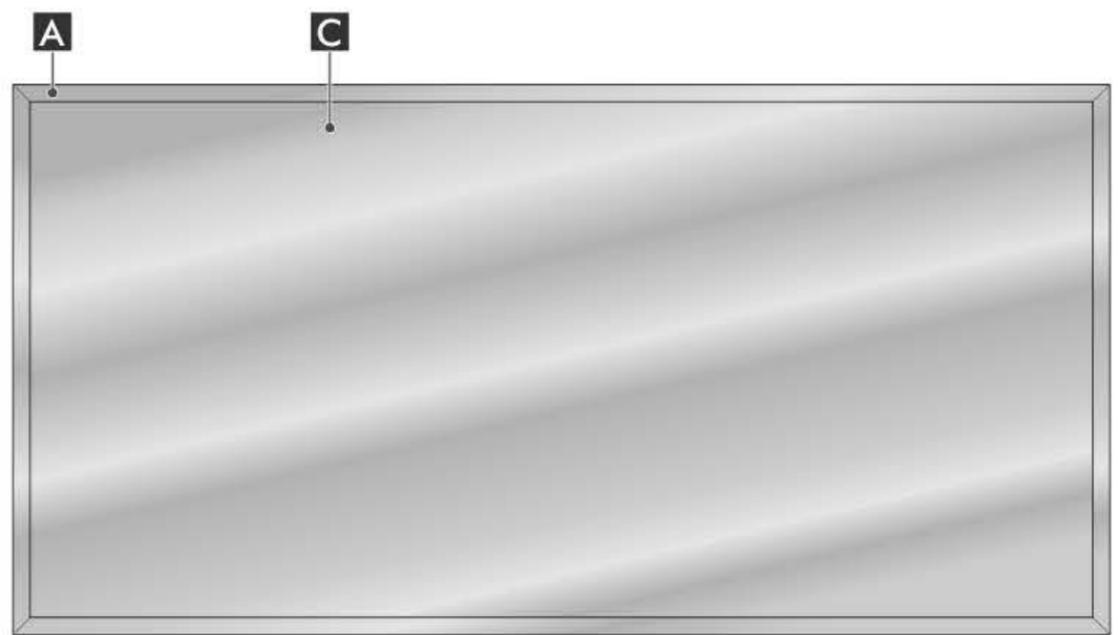
Scale: NOTED

Versions:
 5.9.14 ORIGINAL DRAWING BC

This Comprehensive Sign Plan will permit the use of the banner sign for 30 consecutive days for 6 time periods per, or a total of 180 days.

EX05 SINGLE FACE NON ILLUMINATED BANNER SYSTEM SCALE: 3/4" = 1'-0"
 QUANTITY: 1 MANUFACTURE & INSTALL

NOTE: EXTRUSION FRAME IS A 2-PART SYSTEM TO HOLD BANNER IN PLACE & ALLOW FOR CHANGEABILITY



BACK VIEW SCALE: 3/4" = 1'-0"



Landlord Approval:
 x _____ Date: _____

Tenant Approval:
 x _____ Date: _____

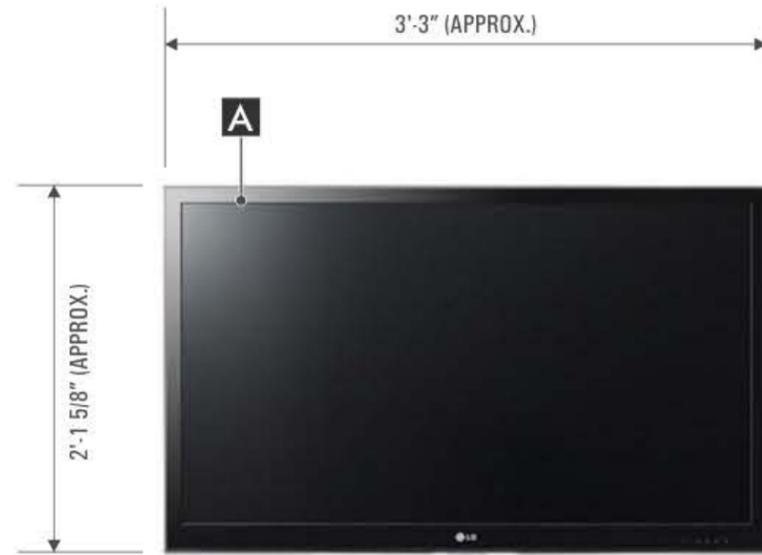
Work Order #: AAA

NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL RUNS OR FINAL ELECTRICAL HOOKUP CHARGES ARE NOT INCLUDED. ILLUMINATED DISPLAYS WILL BE WIRED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.

IF VOLTAGE IS NOT 120 PLEASE INDICATE YOUR VOLTAGE HERE:
 [] [] [] [] [] []
 VOLTS AMPS

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DESIGN#: 703060
 Page: 6 Of: 7



EX06 SINGLE FACE TELEVISION
QUANTITY: 1

SCALE: 1" = 1'-0"

SIGN SPECS		
A	FRAME	MATERIAL ALUMINUM (ACKLAND FRAME SYSTEM)
		SIZE 3"x3/16"
		PAINT SATIN ALUMINUM (UNFINISHED)
B	BANNER	COLOR WHITE
		HEMMED NO
		GROMMETS NO
		COLOR DIGITAL PRINT
C	PANEL	TYPE ALUMINUM
		THICKNESS .090"
		FINISH MILL FINISH
		MOUNTING FLUSH MOUNT TO FASCIA VIA MECHANICAL FASTENERS

GENERAL NOTES:	
ESTIMATING	1 SINGLE FACE NON-ILLUMINATED BANNER SYSTEM
PERMIT	32 SQ. FT.
ELECTRICAL HOOK-UP BY:	N/A

YESCO
Custom Electric Signs

Denver Division 303-375-9933
3770 Joliet Street 303-375-9111 (Fax)
Denver, CO 80239 www.yesco.com

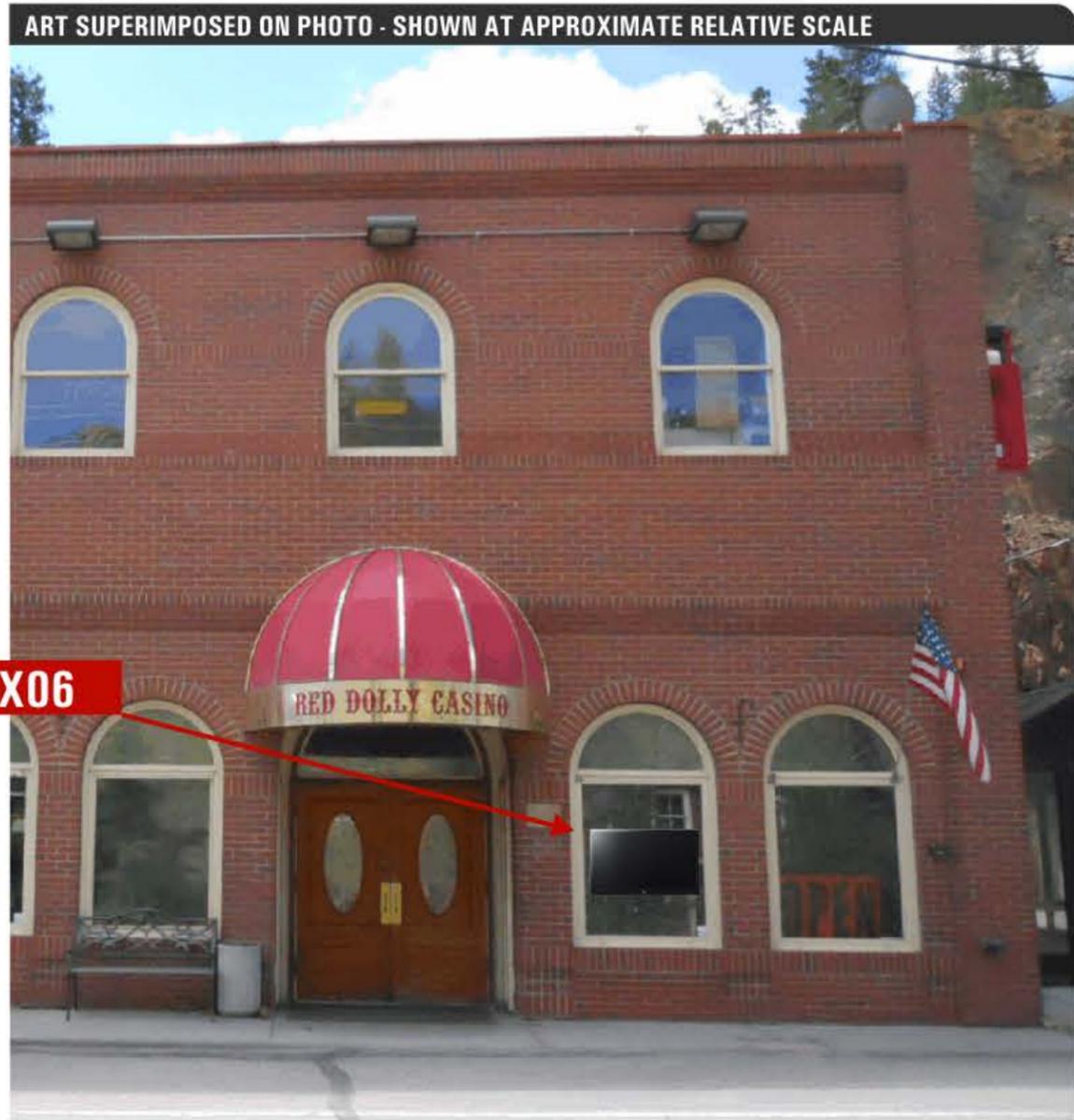
Address:
111 RICHMAN STREET
BLACK HAWK, COLORADO 80422

Designer: DALLAS GRIFFIN

Sales: RODNEY EATON

Scale: NOTED

Versions:
5.9.14 ORIGINAL DRAWING BC



EX06

Landlord Approval:
x _____ Date: _____

Tenant Approval:
x _____ Date: _____

Work Order #: AAA

NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL RUNS OR FINAL ELECTRICAL HOOKUP CHARGES ARE NOT INCLUDED. ILLUMINATED DISPLAYS WILL BE WIRED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.

IF VOLTAGE IS NOT 120 PLEASE INDICATE YOUR VOLTAGE HERE.

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VOLTS			AMPS	

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Page: **7** Of: **7**

**A Certificate of
Appropriateness for a
Comprehensive Sign Plan for
the Saratoga Casino
(Continued to July 23, 2014)**

RESOLUTION 52-2014
A RESOLUTION
ADOPTING THE REVISED
COMMUNITY
RESTORATION AND
PRESERVATION GUIDE
TO PROGRAMS, DATED
JULY 2014

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 52-2014

TITLE: A RESOLUTION ADOPTING THE REVISED COMMUNITY RESTORATION AND PRESERVATION GUIDE TO PROGRAMS, DATED JULY 2014

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

Section 1. The City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised dated July 2014, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The July 2014 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 9th day of July, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

**CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION**

CITY COUNCIL MEETING:

July 9, 2014

SUBJECT:

Approval and Adoption of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk strives to provide the best opportunities available for its residents to improve the habitability, rehabilitation and sustainability of the residential homes. This commitment initiated the necessity for more specific standards, resulting in the need to revise, update, and clarify the the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs. On March 12, 2014, the Board of Aldermen reviewed and adopted a new version of the Guide to Programs under Resolution No. 17-2014.

Since that time, additional changes to the program were initiated by City Council. The attached document has been updated by Consilium Partners and City Staff, with review and additional recommendations provided from the City Manager and City Attorney. The intent of the proposed changes is to more accurately reflect the current status of the various programs available to the residents of Black Hawk and to clearly outline the process that needs to be followed in order for the residents to take advantage of the programs offered.

This renewed document continues to focus on the enhancements as directed by City Council, but specifically creates a better quality program overall by;

- Addresses “Policy” only, and relocates “Procedure” items to a referenced appendix
- Provides a Definitions page to clarify common terms
- Organizes document for succinctness and clarity
- Incorporates program changes based on current and/or intended application
- Refines the scope and intent of the Categories of Assistance

RECOMMENDATION

It is recommended the Board of Aldermen **APPROVE** the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs based on the criteria set forth in the staff report dated June 26, 2014 and the recommendation by the Historic Preservation Commission. The City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs meets the intent of the criteria outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal Code.

RESOLUTION DATE:

July 9, 2014

ORIGINATED BY:

Community Planning and
Development

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker

DOCUMENTS ATTACHED:

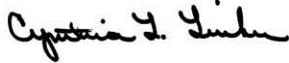
Staff Report and Draft Guide to
Programs

CITY ATTORNEY REVIEW:

Yes No N/A

INITIALS _____

SUBMITTED BY:



07-01-14

Cynthia L. Linker, CP&D

REVIEWED BY:



07/03/2014

Jack D. Lewis, City Manager

STAFF REPORT:

For: Black Hawk City Council
Project: Review and Recommendation for the Approval and Adoption of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs
Property Address: N/A
Property Owner: City of Black Hawk
Zoning: N/A
Prepared by: Jessica Killian, Consilium Partners
Approved by: Cynthia Linker, Community Planning and Development

BACKGROUND

The City of Black Hawk strives to provide the best opportunities available for its residents to improve the habitability, rehabilitation and sustainability of the residential homes. This commitment initiated the necessity for more specific standards, resulting in the need to revise, update, and clarify the the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs. On March 12, 2014, the Board of Aldermen reviewed and adopted a new version of the Guide to Programs under Resolution No. 17-2014.

Since that time, additional changes to the program were initiated by City Council. The attached document has been updated by Consilium Partners and City Staff, with review and additional recommendations provided from the City Manager and City Attorney. The intent of the proposed changes is to more accurately reflect the current status of the various programs available to the residents of Black Hawk and to clearly outline the process that needs to be followed in order for the residents to take advantage of the programs offered.

This renewed document continues to focus on the enhancements as directed by City Council, but specifically creates a better quality program overall by;

- Addresses “Policy” only, and relocates “Procedure” items to a referenced appendix
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- Organizes document for succinctness and clarity
- Incorporates program changes based on current and/or intended application
- Refines the scope and intent of the Categories of Assistance

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:

City of Black Hawk
Zoning Code – Chapters 16 and 18

ARTICLE XV
Administration

Sec. 16-328. Black Hawk Historic Home Program.

- (a) Purpose. The Black Hawk Historic Home Program is established in order to preserve the historic character and structure of the homes in the City.
- (b) The City Council shall have the authority to jointly manage and implement the program consistent with the goals of the program as provided in this Section and the guidelines of the program as adopted and amended from time to time by resolution of the City Council. (Ord. 2004-8 §2)

ARTICLE XIX
Historic Preservation

Sec. 16-421. Purpose and applicability.

- (a) The purpose of this Article is to:
 - (1) Foster civic pride in the beauty and accomplishments of the past and promote the use of historic landmarks for the education and pleasure of the City's citizens.
 - (2) Protect the unique scenic and historic atmosphere and character of the City and protect the architectural, cultural and aesthetic heritage of the City.
 - (3) Strengthen the City's economy by protecting and enhancing the City's attractions for visitors.
 - (4) Preserve and protect the continued existence of historic landmarks.
 - (5) Draw a reasonable balance between the desires of property owners and the preservation of the City's heritage, while avoiding the imposition of an unreasonable economic hardship.
 - (6) Prevent the use of materials or design in the repair, construction, reconstruction or remodeling of structures which:
 - a. Adversely affect the desirability of the City's historic landmarks for business and residential purposes; or
 - b. Are hazardous to or incompatible with the City's historic landmarks.

- (b) This Article shall apply to all historic landmarks within the City.
- (c) This Article shall be interpreted and administered to promote the spirit of historic preservation, to promote public health, safety and welfare and to achieve substantial justice. (Ord. 2009-13 §3)

ARTICLE III Historic Building Rehabilitation

Sec. 18-141. Title.

The provisions of the ordinance codified herein shall be known and cited as the "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings Ordinance." (Ord. 91-21 §1)

Sec. 18-142. Adopted.

The Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as published by the U.S. Government Printing Office, Washington, D.C., 20462, is hereby adopted by reference and incorporated into this Article as though fully set forth herein as the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings of the City. Except as otherwise provided hereafter, such standards and guidelines are adopted in full, including the outline of contents, index and appendices contained therein. (Ord. 91-21 §1)

Sec. 18-143. Jurisdiction defined.

Whenever the word *jurisdiction* is used in the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, it shall be held to mean that area included within the corporate limits of the City or any area hereafter annexed to the City. (Ord. 91-21 §1)

Sec. 18-144. Penalty.

Failure to comply with the terms of the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings or this Article shall constitute a civil infraction. Any person who is found guilty of, or pleads guilty or nolo contendere to the commission of, the civil infraction shall be subject to a civil penalty as set forth in Section 1-74 of this Code. For each day or portion thereof during which any violation continues, a person may be cited for a separate civil infraction. (Ord. 94-1 §1)

HISTORIC PRESERVATION COMMISSION FINDINGS

The Historic Preservation Commission (HPC) evaluated the application, the comments in the report, testimony by staff and related consultants, and found there was sufficient evidence that the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs met the intent of the criteria outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal Code. HPC found the sections of the document clearly defined, user friendly, easy to navigate and understand.

At the conclusion of their discussion, the Historic Preservation Commission recommended to the Board of Aldermen **APPROVAL** of the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs as submitted and included in this staff report.

RECOMMENDATION

It is recommended the Board of Aldermen **APPROVE** the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs based on the criteria set forth in the staff report dated June 26, 2014 and recommendation by the Historic Preservation Commission. The City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs meets the intent of the criteria outlined in Sections 16-328, 16-421 and 18-141 thru 18-144 of the Black Hawk Municipal Code.

ATTACHMENT

- Draft Version - City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs



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

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- Exhibit A Preservation Easement Agreement (Deed Restriction)**
- Exhibit B Rehabilitation Grant Agreement**
- Exhibit C Material Allowance List**
- Exhibit D Program Application**
- Exhibit E Home Program Outline**
- Exhibit F Referenced City of Black Hawk Resolutions**
- Exhibit G Funding Matrix**

PLEASE TAKE NOTE

THE GRANTS AWARDED UNDER THE GRANT PROGRAM SHALL BE CONSIDERED INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS. MOREOVER, PARTICIPATION IN THE HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND PROGRAM MAY ALSO SUBJECT YOU TO INCOME TAX LIABILITY.

ANY GRANT THAT IS APPROVED BY THE CITY WILL BE REPORTED TO STATE AND FEDERAL TAXING AUTHORITIES IN THE MANNER PROVIDED BY APPLICABLE LAW. AS THE RECIPIENT OF A GRANT, YOU MAY BE REQUIRED TO PAY INCOME OR OTHER TAXES TO STATE AND FEDERAL AUTHORITIES AS A RESULT OF RECEIVING A GRANT UNDER THIS PROGRAM. AS PART OF THIS PROGRAM AND TO THE EXTENT PERMITTED BY LAW, THE CITY WILL REIMBURSE GRANT RECIPIENTS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE DISBURSEMENT OF GRANT FUNDS. REGARDLESS OF THE CITY'S

Property Owner Initials _____ Date_____

AGREEMENT TO REIMBURSE GRANT RECIPIENTS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES SHALL REMAIN 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.

MOREOVER, IF YOU ELECT TO APPLY TO PARTICIPATE IN THE HISTORIC PRESERVATION AND RESTORATION EASEMENT PROGRAM, YOU SHOULD ALSO 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY CONCERNING ANY TAX LIABILITY OF A RECIPIENT OF GRANT FUNDS OF BENEFITS RECEIVED UNDER THE HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND PROGRAM.

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 Restoration and Community Preservation 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 two options for funding assistance in the rehabilitation and preservation of properties, which may be combined. The Historic Preservation Easement Program is further described and defined in Section 3 of this Guide to Programs document, and the Rehabilitation Grant Program is further described and defined in Section 4 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, materials, and overhead.
11. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly related to the physical installation of the scope of work.
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.

16. Guide to Programs: This policy and procedures document, related to the Historic Restoration and Community Preservation Fund.
17. 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.
18. Historic Preservation Easement: A permanent easement recorded at the conclusion of the program from the Property Owner to the City of Black Hawk which relates to the historic improvements on the property and requires these be retained and maintained for the life of the structure.
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. 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.
21. 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.
22. National Historic Landmark Period of Significance: 1859 to 1918.
23. 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.
24. Outbuildings: Accessory structures to the original building 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.
25. 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.
26. 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. See Section 3 for additional information.
27. Program: The Black Hawk Historic Restoration and Community Preservation Fund.

28. 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.
29. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
30. 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.
31. Rehabilitation Grant Program (Rehab Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor. See Section 4 for additional information.
32. 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.
33. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
34. 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.
35. 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.
36. 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.
37. City Trade Contract Agreement: 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.
38. Property Owner Trade Contract Agreement: 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, please consult 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 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. [Agreements-An Addendum to Application agreeing to be bound by the program requirements](#) must be signed within ~~30~~^{seven (7)} days of the Orientation Meeting (see Appendix 1). [All 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 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 grant has been awarded for a Full Site and Building Component, as further defined in Section 2 of this document, 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.

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 Restoration and Community Preservation 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 Restoration and Community Preservation 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 Restoration and Community Preservation 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.

~~11.~~12. It is the responsibility of the Property Owner subject to any 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 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 Restoration and Community Preservation Fund Grant Program includes five (5) components of assistance, which may be combined into any one grant application and/or award.

1. Full Site and Building Component
2. Site Work Component
3. Exterior Maintenance Component
4. Emergency Component
5. Radon Mitigation Component

All work conducted through the 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. Full Site and Building Component

The Full Site and Building Component is available to provide exterior and interior rehabilitation, stabilization and repair of Qualified Properties and may include multiple Categories of Assistance. Funding for a Full Site and Building Category of Assistance ~~may be required to~~ be achieved through a Preservation Easement and Rehabilitation Grant, ~~or entirely through a Rehabilitation Grant~~. Once funding has been awarded for a Full Site and Building Component, the interior is no longer eligible to receive additional funding under this component. Tree removal may be included as a part of the Full Site and Building Component if such removal is determined to be necessary by the City Council, after a recommendation by HPC. Any such approved tree removal shall be included in the scope of work. Please consult with City staff and the Owners Representative to fully understand how a specific request for this component will be processed.

2. Site Work Component

The Site Work Component is available for site stabilization and structural support, site drainage, and site remediation of Qualified Properties. Projects may include rock wall construction or other types of retaining structures to stabilize or support a site, or site drainage projects to allow for appropriate drainage to or from a site. It is the intent of the program to repair native rock walls as much as possible, rather than replace, per the City of Black Hawk Residential Design Guidelines. Tree removal may be included as part of the Site Work Component if such removal is determined to be necessary by the City Council, after a recommendation by HPC.

Also included are site remediation projects to remove contaminated mine tailings, which have been identified as presenting a danger to public health and safety.

Additionally, the Site Work Component may include the addition of a fence to secure the perimeter of a particular 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 Restoration and Community Preservation Fund if deemed appropriate and approved by the City Council.

Site Work Component funding may be available to previous Program Grant recipients experiencing drainage related problems not previously addressed by a civil engineer in the previous rehabilitation process. Applications will be reviewed by the City Council on a case-by-case basis.

At least three (3) detailed bids will be required to be requested from qualified and financially sound General Contractors. General Contractors must be on the City Pre-Qualified Contractors list, or meet all pre-qualification requirements prior to execution of a contract. The City and/or the Owners Representative, appointed by the City, may assist the Property Owner with the procurement of three (3) detailed bids, in order to ensure that all bidders are qualified, financially sound and provide pricing for the same scope of work to be performed.

A Site Work Component grant may only be considered on a case-by-case basis by the City Council [via Certificate of Appropriateness](#) after a recommendation by HPC. In the event a Full Site and Building grant 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 Full Site and Building grant.

The award of a Site Work Component grant may be contingent on the recommendation of a City-selected design professional for those scopes of work which would require engineering or design drawings and permits, such as retaining walls and rock wall improvements.

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

3. Exterior Maintenance Component

The Exterior Maintenance Component is provided for Qualified Properties to allow painting and minor exterior repairs of siding, woodwork, gutter work, stairs, railings, porches, decks and trim boards due to exposure to the weather and elements. Portions of the building which are not considered part of the Qualified Property are not intended to be addressed with grant funds. City staff will determine what scopes of work are to be included within the approved application request, and may retain a design professional as needed.

At least three (3) detailed bids will be required to be requested required from qualified and financially sound General Contractors. General Contractors must be on the City Pre-Qualified Contractors list, or meet all pre-qualification requirements prior to execution of a contract. The City and/or the Owners Representative appointed by the City may assist the Property Owner with the procurement of three (3) detailed bids, in order to ensure that all bidders are qualified, financially sound and provide pricing for the same scope of work to be performed.

An Exterior Maintenance Component Grant may only be considered on a case-by-case basis by the City Council after a recommendation by HPC. Appeals (from the Property Owner) of such decisions/requirements by the City shall be to the City Council for review and determination. Any proposed exterior painting on the home must be done with colors approved in accordance with Section 16-368 of the Municipal Code. Reimbursement may only be requested subject to funding availability, and only if the request complies with the standards for exterior paint.

In the event a Full Site and Building grant is awarded within three (3) years of the City Council awarding an Exterior Maintenance Component grant, the Property Owner agrees to reimburse the City in full the total amount awarded on the Exterior Maintenance Component grant for construction hard costs, prior to the award of the Full Site and Building grant. An Exterior Maintenance Component grant may only be awarded to a Qualified Property once every five (5) years. *Preparation and painting must be in compliance with the standards/specifications included in Appendix 2 of the Guide to Programs.* Please consult with City staff and Owners Representative to fully understand how a specific request for this component will be processed.

4. 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.

5. 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.

Property Owner Initials _____ Date_____

SECTION 3: HISTORIC PRESERVATION EASEMENT PROGRAM

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

If a Property Owner chooses to participate in the City of Black Hawk Historic Preservation Easement Program (“Preservation Easement”), the following provisions and criteria shall apply:¹

1. The work must be consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of Appropriateness is always required with all projects. The Property Owner shall 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 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. Funding shall only be made to a defined Property Owner.
7. A Preservation Easement Program application 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. For any Project that expends funds in excess of fifty thousand dollars (\$50,000.00), the

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.

Property Owner shall not sell the property within five (5) years of the date the Project's Date of Substantial Completion. If the Property Owner sells property within five (5) years of the date the Project's Date of Substantial Completion, the Property Owner agrees to pay the City the "increased value" of the property on a pro-rated basis as follows:

A. The amount to be paid shall equal the amount of the "increased value" of the property less an amount equal to one-fifth (1/5) of the amount of the "increased value" of the property for each full year occurring between the date the Project is substantially complete and the date of the sale or transfer of the property.

B. The "increased value" of the property shall be determined in the following manner:

- i. At the beginning of the Project, before any work has begun, the home'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.

10. 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. Please note the Historic Preservation Easement is transferrable to any new Property Owner in perpetuity.

~~11. 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 Preservation Easement, per Resolution 10-2010 (see Exhibit G). The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such payment and delivering 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 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. 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.~~

~~12.~~11. 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. CITY CONTROLS

Property Owner Initials _____ Date _____

1. Property Owners with eligible property must submit a program application to the City ([see](#)-Exhibit D).

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 FORMS ATTACHED HERETO AS EXHIBIT A.

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 Exhibit A. 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 transferrable to any new Property Owner in perpetuity.

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 as Exhibit A]:

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)

~~Property Owners are encouraged to obtain independent tax advice regarding the income tax implications of the Historic Preservation Easement Program. The City shall not be responsible for the payment of any tax liability associated with the participation in the Historic Preservation Easement Program.~~

- 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 as 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. Please note, a Rehabilitation Grant may still be executed for the scope of work (see Section 4).~~

c. LEGAL REQUIREMENTS

~~Depending on the scope of work Aa Boundary Line Agreement, and possibly a Roadway Easement, will 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 case-by-case basis in regards to this issue.~~

d. GENERAL CONDITIONS OF ASSISTANCE

~~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.

Property Owner Initials _____ Date_____

SECTION 4: REHABILITATION GRANT PROGRAM

A. ELIGIBILITY

In order to be a Qualified Property that is eligible for a grant under the Historic Restoration and Community Preservation Fund Grant Program (“Rehabilitation Grant”), the following requirements must be adhered to:²

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.
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. Funding shall only be made to a defined Property Owner.
6. A Rehabilitation Grant shall not be made for more than one (1) year at a time.
7. 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.

² 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.

8. If the grant award is in excess of fifty thousand dollars (\$50,000.00) for any single Qualified Property and the Qualified Property is sold or transferred within five (5) years of the date the grant was awarded, the grant shall be repaid in an amount equal to the original award less one-sixtieth (1/60) of the amount of the grant for each full month occurring between the date the grant was awarded and the date of sale or transfer of the Qualified Property.
9. 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.
10. 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.
11. 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.
12. 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 (see Exhibit F). The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such payment and delivering 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. Property Owners may seek partial reimbursement for state income tax liability through the Colorado

Property Owner Initials _____ Date _____

Historic Preservation Income Tax Credit, based on fund availability and subject to approval.

Property Owners are encouraged to obtain independent tax advice regarding the income tax implications of the Rehabilitation Grant Program. The City shall not be responsible for the payment of any tax liability associated with the participation in the Rehabilitation Grant Program.

13. 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 grant program include the stabilization, weatherization and exterior ~~and~~ /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, Section 18-5.

Refer to Section 4.e of this Guide to Programs pertaining to General Conditions of Assistance for requirements regarding allowed materials to be used in this Grant Program. A Material Allowance List (~~see~~ Exhibit C) is used to determine a not to exceed cost for finish materials.

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, ~~other than restoration, repair.~~ However, all disturbed areas will be seeded with a "multi-color high altitude seed mix" from Arkansas Valley Seed, or installation of structural features such as retaining wallsequal. Erosion control mat and walkways or sidewalks. 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. A copy of this document is included in Exhibit B. 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 (per Section 4.a.7). Please consult with City staff for additional information regarding commercial conversion agreements.

~~A~~ Depending on the scope of work, a Boundary Line Agreement, and possibly a Roadway Easement, will 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 ~~FOR THE REHABILITATION GRANT PROGRAM~~

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. For Rehabilitation Grant applications, the 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 Restoration and Community Preservation Fund for use on other projects. In the event the 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 Restoration and Community Preservation Fund for use on other projects and the property/project will move off the list of upcoming projects for the Rehabilitation Grant Program.~~

- ~~3.2.~~ 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.

4.3. 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.

5.4. 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 is included in Exhibit C. 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 (Exhibit B) 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 [Rehabilitation—Grantfunding](#) 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.

~~6.5~~ 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 Category 4 – Emergency Component and Category 5 – 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.](#)

~~7.6~~ 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.

~~8.7.~~ 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.

~~9.8.~~ Neither a Property Owner nor a close relative of the Property Owner shall be permitted to be the General Contractor, subcontractor or material supplier.

10. 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 Category 4 – Emergency Component. However, exterior maintenance/repairs that become necessary due to weather exposure, such as painting and items associated with painting preparation, may receive additional grant approvals for the limited purpose of maintenance, and/or repairs in accordance with Category 3 – Exterior Maintenance Component.

11. 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.

~~12.13. It is the responsibility of the Property Owner subject to a Rehabilitation Grant 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 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.~~

12. 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 exterior systems (including paint, gutters, etc.).
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 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

Property Owner Initials _____ Date _____

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 (Exhibit B).

Property Owner Initials _____ Date_____

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

a. REVIEW PROCEDURE

Applications and other program criteria are included as part of this Guide to Programs. Additional copies or further information can be obtained by calling Community Planning and Development at (303) 582-0615. Please read the Guide to Programs thoroughly before proceeding. All Applicants are ~~recommended~~required to follow these procedures. For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

1. Orientation Meeting.

The Applicant 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.

2. Applicant Submits Funding Documents.

The Applicant, with the assistance of City staff and the Owners Representative, prepares the respective agreements for the proposed grant (Exhibit D), as well as updates the original application and executes the Addendum to Application committing to the program.

The Property Owner must work with the ~~Architect and his/her design team,~~ Owners Representative, City staff, and other consultants to define the desired scope of work. Such information will be used to evaluate desired improvements and to establish the scope of work allowed to be included in the GrantProgram, and scope of work for which the Property Owner will be responsible to establish an escrow account.

3. Preliminary On-Site Strategy Meeting.

~~The Architect and his/her design team,~~The Owners Representative, City staff and other consultants will meet with the Property Owner at the site to review the potential project. A preliminary determination of eligibility will be made and a work program will be developed. ~~Preservation via the Home Program Outline.~~ Historic preservation issues also will be identified.

4. Staff Reviews the Application.

The Architect and his/her design team, Owners Representative, City staff and other consultants, will evaluate the project based on the submitted criteria and shall create a “Scope of Work” which includes a list of priority improvement recommendations and associated costs. This information will be provided to the Property Owner. During this review, the Architect and his/her design team, Owners Representative, City staff and other consultants will use its best efforts to identify any omissions or discrepancies in the application, as well as communicate this information to the Property Owner as soon as possible.

5. Staff Report.

A staff report is written on the ~~funding request~~ scope of work. For exterior project requests, HPC will also review the application and make a recommendation to the City Council for the Scope of Work, as presented.

6. Application Review by HPC and Approval by City Council.

City Council will review the application submitted, and make a determination to approve, approve with conditions, or deny the request/application. Property Owners recommended for funding will be notified by telephone and mail as soon as a final decision is made by the City Council. Those Applicants not selected by the City Council will be notified in writing explaining the reason(s) for rejection, and offer advice for improving the application. Applicants not selected for program participation, at any level, may meet with the Owners Representative and City staff to discuss the factors which resulted in the rejection of the application. Applicants do not have the right to appeal. However, the Owners Representative and City staff may provide assistance in the future to assist with preparing future applications and guidance in respect to alternate methods of funding and rehabilitation.

7. Evaluation and Design Process.

Prior to beginning any work on the project, the property must be surveyed to establish the location of appropriate and specific property lines. Additionally, an appraisal if required will be ordered by the City of Black Hawk. The Architect and his/her design team, Owners Representative, City staff and other consultants, must also be provided access to the property and all structures to complete an analysis and investigation of the existing conditions of the home or appropriate structure. ~~Removal of portions of carpet, flooring, drywall and ceiling may be necessary to best analyze the hidden and unknown conditions.~~ Interior demolition of the property will be required by the City in order to complete design. Authorization from the Property Owner must be provided to analyze and investigate to allow the project to move forward. Once a full analysis is completed, the Architect and his/her design team shall ~~create~~ finalize the required plans to send out to bid for construction. Such plans will accommodate the existing conditions, needed improvements, and desired improvements from the Home Program Outline (~~See~~ Exhibit E). All proposed improvements shall be designed to be acceptable to the City of Black Hawk Residential Design Guidelines, Municipal Code, Historic Restoration and Community Preservation Fund Guide to Programs, and the Secretary of the Interior's Standards for Treatment of Historic Properties. At least three (3) bids are required to be requested from qualified and financially sound Contractors that are on the 'pre-qualified' list of Contractors allowed to work on such grants approved by the City of Black Hawk. Once the bids are received by the City, the application is reviewed and an amount 'not to exceed' is reviewed for approval by the City Council. For Rehabilitation Grant Program funding, a pre-qualified General Contractor is chosen by the Property Owner, and then the City Council reviews and approves such choice. For Preservation Easement Program funding, the City Council will select a General Contractor with the Property Owner's input. See Appendix 2 Section 2 for program requirements related to the Evaluation and Design process.

A. Bid Process.

For Preservation Easement Program projects, the bid and associated costs are presented as the “Final Grant Project Proposal” to the Owners Representative and City staff for recommendation, and then to the City Council for a final decision. For Rehabilitation Grant Program projects, the “Final Grant Project Proposal” will be submitted to the Property Owner, Owners Representative and City staff; however, it still must be reviewed and approved by the City Council. It is VERY STRONGLY recommended that the Property Owner hire an experienced Owners Representative to manage the project on their behalf. ~~A recommendation from HPC will also be required for any exterior work.~~

B. Final Determination of Funding.

City Council makes a final determination on funding and may attach special requirements to the project.

C. Final Agreement with City.

Final agreements are executed as detailed in the respective program sections. It is VERY STRONGLY recommended that the Property Owner hire legal counsel to assist them in the agreement process with the City. In addition, legal counsel is also VERY STRONGLY recommended to assist the Property Owner with their agreement with the General Contractor, as applicable, for construction of all improvements on their property. Finally, the Property Owner shall be responsible for verifying that they have seen and agree with all plans for the project on their property by placing a signature of acknowledgement and approval on the appropriate documents and plans. It is recommended that the Property Owner hire an Owners Representative to assist with review and explanation of the project documents. Additionally, it is VERY STRONGLY recommended that the Property Owner consult with a qualified tax advisor on the financial impacts of participating in the program.

D. Construction Documents.

- i. Construction documents are created and submitted by the Architect and his/her design team for review and approval by the Property Owner, Owners Representative, and City staff.
- ii. General Contractor shall supply a list of all sub-contractors and corresponding City registration numbers for the grant project. The General Contractor and all ~~sub-contractors~~ subcontractors shall be registered with the City in accordance with the Black Hawk Municipal Code, Chapter 6, Article VII. Subcontractor information must be submitted at execution of the final construction contract. Information shall be updated per the terms of the Trade Contractor Agreement through the entire project until completion.
- iii. The General Contractor shall supply a project schedule from the beginning to end of the project. The schedule shall be updated per the terms of the Trade Contract Agreement throughout the entire project until completion.

iv. The approval of a grantan application does not mean a building permit will automatically be issued. All permit fees are waived by the City for residential rehabilitation, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code, however, the Property ~~Owner's~~ Owner/General Contractor is still required to apply for a no-charge building permit with plans approved by Community Planning and Development and secure appropriate inspections during the course of the work. Any other permits required with the project are also the responsibility of the Property Owner ~~and~~ /General Contractor to apply for such in accordance with the City code.

E. Construction Work Commences.

The City's Owners Representative, Building Official, the City staff, and Architect will monitor the work. The work shall be performed according to the approved scope of work, Construction Documents, and Project Manual approved by the City and attached to the building permit issued by the City. Any Change Orders from the approved plans must be reviewed and approved prior to implementation, and in accordance with the process for proposed Change Orders per Appendix 2. Onsite construction progress meetings shall be held with the Property Owner, General Contractor, subcontractors, Architect, Owners Representative, and City staff in accordance with a schedule established and approved by all parties. This should be no less frequently than once every two weeks. The General Contractor(s) are responsible to have all required inspections called into the City for inspection.

F. Payments.

Property owners are required to submit a Check and Payment Request Form for each requested payment. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of), format to include the company name of the General Contractor for the project. The Property Owner shall provide the City a copy of the contract for the project they have with the General Contractor, including the company name for the FBO check process. The City strongly encourages that the provided FBO check be promptly endorsed over to the General Contractor for payment by the Property Owner. By signing this Historic Restoration and Community Preservation Fund Guide to Programs, the Property Owner acknowledges and understands the process for payment to the General Contractor for the contracted work, and that they understand they are not to defraud the City or the General Contractor during any part of the process for the project. The Property Owner is responsible to ensure that all payment requests are done in a timely fashion throughout the life of the project.

G. Construction Completed.

Upon completion of the project, final inspections are made. Provided that the construction work has been found to be done in accordance with the approved Contract Documents, and has passed all inspections, a final building inspection will

be issued by Community Planning and Development. Additionally, the Architect or Engineer will issue a Certificate of Substantial Completion. Final payment amounts due to the General Contractor will be released upon completion of the required public notices and final approval of the work.

b. SCHEDULE

Historic Restoration and Community Preservation Fund Program requests may be submitted at any time and will be considered throughout the year. Applications are considered and monies awarded on a first come, first served basis. Complete applications should be received in advance of the next HPC meeting for staff review, [in accordance with the submittal schedule developed by Community Planning & Development](#). Please consult with City staff regarding exact deadlines for HPC review. Annual appropriations for this Program are limited. On occasion, the City will exhaust the available funds for the year. In that case, each application will be processed whenever the funds become available.

c. CRITERIA FOR SELECTION

The City of Black Hawk HPC shall review all Grant applications submitted to the City, except for the applications that fall under the Emergency Component and Radon Mitigation Component. However, final approval of any request is subject to approval by the City Council. The City Council and HPC shall include, utilize, consider, but not be limited to the following criteria while evaluating grant applications when making decisions and/or recommendations (this process is discretionary and any other criteria as deemed necessary and appropriate to evaluate, consider, analyze, and make motions during hearings may be used by the HPC as well as the City Council):

1. The project will contribute to and enhance the overall character of the City of Black Hawk.
2. The project aids in the preservation of existing properties. The project would repair damaged components, slow any deterioration in progress, and work to assure the continued presence of the structure.
3. The project produces visible results. Portions of the work will be on highly visible portions of the property. The property is visibly deteriorated and the proposed repairs would noticeably improve the structure's appearance, or the property has experienced inappropriate alterations that would be removed and a more compatible appearance would result.
4. The work is needed to stabilize the structure. (City Council decision only.)
5. The need for the work is urgent and possibly an emergency. Preservation of the structure is threatened and work should proceed quickly. (City Council decision only.)

6. Quality of the application. The application is well presented with a detailed scope of work and copies of multiple itemized bids for construction, and demonstrates the ability of the Property Owner to satisfactorily complete the project. (City Council decision only.)

d. NEGATIVE FINDINGS

The City of Black Hawk HPC may recommend denial of an application because it does not meet the intent of the program and guidelines. The final decision made by the City Council shall include, utilize and consider, but not be limited to, the following criteria while evaluating grant applications in order to make decisions and/or recommendations (this process is discretionary and any other criteria as deemed necessary and appropriate to evaluate, consider, analyze, and make motions during hearings may be used by the HPC as well as the City Council, except that HPC shall only consider the third criteria set forth below):

1. Other outstanding debts to the City or unresolved issues associated with City regulations.
2. A demonstrated lack of routine maintenance of the property that indicates the Property Owner may not honor the agreement to maintain the property after rehabilitation, or has failed to maintain the property after previous rehabilitation through this Program.
3. The proposed work would not appropriately promote preservation of the historic character of the City.
4. The cost of the work is not commensurate with the projected benefit to be provided to the community.

APPENDIX 2: PROJECT PROCESSES AND DOCUMENTATION REQUIREMENTS

This appendix is provided to be used as a resource for City staff, Owners Representative, Property Owners and General Contractors affiliated with the City of Black Hawk in regards to the requirements for proposing projects, proposing to work on projects, process requirements for work on projects, quality of workmanship, completion and inspection of all improvements.

A. PRE-QUALIFIED 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. SPECIFIC HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND GRANT PROGRAM CATEGORIES OF ASSISTANCE COMPONENTS INFORMATION

1. Full Site and Building Component.

Design & Construction Process for Full Site and Building Component:

- a. Owners HOME PROGRAM OUTLINE Form
The Property Owner, with the assistance of the Architect, Owners Representative, and City staff will complete the program form of needs and wants for the project and provide to the City (~~see~~ Exhibit E).
- b. Schematic Design Phase
The Property Owner works with the Architect and his/her design team, Owners Representative and City staff to prepare schematic plans from the information approved by the City Council in the HOME PROGRAM process, ~~and information~~

~~gathered during the discovery phase.~~ These plans further define the project and will then be presented for approval by the Property Owner, Owners Representative and City staff. After approval of the schematic design, the scope of work will be presented to HPC (if applicable) and City Council.

c. Design Development Phase

The Property Owner further works with the Architect and his/her design team, Owners Representative and City staff to prepare more detailed plans within the scope of work (for the Grant and for the Owners responsibility), and present more detailed plans (including details, product selection, finishes) for approval by the Property Owner, Owners Representative and City staff.

d. Discovery Phase

The Property Owner is required to give permission to the Owners Representative and City staff for any necessary exploratory demolition to perform due diligence to investigate existing conditions of the structure, structural evaluation, survey of the property, conduct a soils report, and allow any additional investigative work needed to define the project. It is highly recommended that the property be vacated prior to any exploratory work. NOTE: The Property Owner will be responsible for any temporary housing expenses while the property is vacated. Repair of demolition work, if applicable, will be the responsibility of the Property Owner. Additionally, any investigation into the presence of a designated flood hazard zone at the property should occur. Appropriate steps to mitigate any flood issues will be required as part of the final design.

e. Construction Document Phase

The Architect prepares final construction drawings and specifications and the necessary bidding information from the Design Development drawings for approval by the Property Owner, Owners Representative and City staff. A recommendation for approval from HPC is required at this stage, and final approval is required from City Council.

f. Bid

The Owners Representative and City staff assists the Owner in obtaining formal written sealed bids from a list of Pre-qualified General Contractors. Bids will be opened in a public meeting with City staff and the Owners Representative.

1) **General Contractors will need to submit the following:**

- a) Bid breakdown (form to be provided by the Owners Representative on behalf of the City) with a list of sub-contractors
- b) Bid submittal to use CSI (Construction Specification Institute) format or other acceptable bid breakdown format as provided by the Owners Representative on behalf of the City.
- c) Project schedule.

2) Owner requirements prior to starting construction:

- a) Strongly suggest Property Owner hires an Owners Representative to track project and assist with documentation requirements on their behalf. Fees for the Owners Representative will be paid for by the City of Black Hawk; however, the Property Owner is responsible for any tax liability incurred as a result of these payments.
- b) Property Owner advised to hire legal counsel at their expense to ~~prepare~~review the contract between Property Owner and General Contractor.
- c) Review construction drawings and payment process with Owners Representative and City staff.
- d) Submittal of documents/forms related to Prospective General Contractors Certificate Regarding Employing or Contracting with Illegal Aliens.
- e) Property Owner is recommended to hire a qualified tax advisor to review the financial obligations of participation in the program.

g. Final Approval of Project by City Council

The project is presented to the City Council with a budget, project schedule and final plans. Prior to the City Council approval, all documentation must be reviewed by the City Manager and HPC who will present a recommendation for approval to the City Council. The project then can be providedsubmitted to Community Planning and Development for a building permit.

h. Building Permitting and Construction

The final construction documents are to be providedsubmitted to the City for a building permit.

1) Construction phase requirements:

- a) Prior to issuance of a building permit and Notice to Proceed document, the General Contractor will provide payment and performance bonds for the entire amount of the project.
- b) Property Owner maywill be required to relocate, and remove furnishings from structure to allow work in home. Property Owner must obtain temporary living accommodations at their own expense, and store belongings at their expense elsewhere, and out of the way of onsite work.
- c) General Contractor must keep site safe and clean at all times and have access to a bathroom or provide a portable toilet.
- d) Weekly or bi-weekly construction meetings and site visits that include the Property Owner and/or their Owners Representative, Architect, General Contractor and City staff.
- e) Review schedule adjustments.
- f) Change order review and submittals as encountered. Review of Monthly Pay Application request forms.
- g) Processing of payments to General Contractor, sign off by Property Owner

and City staff.

i. Change Orders

If the Property Owner, Architect or Contractor requests any changes to the scope of work, construction costs, or schedule, it will need to be reviewed for potential approval by the Owners Representative and City staff and/or the City Council (generally for out of scope and budget changes requested) for sign off prior to proceeding with the proposed change. Additionally, any significant changes to the exterior or site may also require HPC review.

Per City of Black Hawk Resolution 19-2013 and 3-2014 any proposed change orders to the approved construction drawings and project manual during construction must be reviewed and approved by the City Manager or his/her designee (for work that will not increase the City Council approved amount, including a contingency amount, of the Rehabilitation Grant) prior to beginning the work. The City Council shall review proposed change orders that exceed the City Council approved grant amount and they shall decide upon such request. Any deviation or change to the approved construction drawings and project manual that is authorized or performed by either the Property Owner or General Contractor is not reimbursable from the City grant dollars if such work is not approved by the City in advance.

j. Final Completion and Final Payment.

Prior to final payment, the following documentation needs to be provided:

- 1) General Contractor's Affidavit of Release of Liens
- 2) General Contractor's Affidavit of Payment of Debts and Claims
- 3) Final inspections by Building Official
- 4) Sign off by Architect/Engineer, Property Owner, and General Contractor (Certificate of Substantial Completion) as well as final acceptance by Owners Representative and City staff
- 5) As-Built drawings
- 6) General Contractor to provide to Property Owner [a booklet of an Operations & Maintenance Manual \(O&M Manual\) of rough-in photographs](#), instruction manuals and warranties for the project (~~Operations & Maintenance Manual~~)

2. Site Work Component

Design & Construction Process for Site Work Component:

a. Owners HOME PROGRAM OUTLINE Form

Property Owner, with the assistance of the Architect, Owners Representative and City staff, to fill in program form of needs and wants for the site improvements and provide to the City.

b. Temporary Construction Easement

A Temporary Construction Easement must be executed between the Property Owner and City of Black Hawk to allow for City access to the property during the course of construction if Preservation Easement funding is utilized.

c. Discovery Phase

The Property Owner is required to give permission to the Owners Representative, ~~Architect~~ and City staff for any necessary demolition to perform due diligence to investigate existing conditions of the site and property, survey of the property, conduct a soils report and allow any additional investigative work needed to define the project. Additionally, any investigation into the presence of a designated flood hazard zone at the property should occur. Appropriate steps to mitigate any flood issues will be required as part of the final design.

d. Preliminary Design Plan Phase

The Property Owner works with the Owners Representative, City staff, ~~the Architect~~ and/or Engineer to prepare preliminary design plans from the information approved by the City Council, and information gathered during the Discovery Phase. These plans further define the project and will then be presented for approval by the Property Owner, Owners Representative and City staff. An approved scope of work must be presented to and approved by the City Council.

e. Final Design Plan Phase

The ~~Architect~~Engineer or installer prepares final construction drawings and specifications and the necessary bidding information from the ~~Design Development drawings~~preliminary design information for approval by the Property Owner, Owners Representative and City staff. A recommendation for approval from HPC is required at this stage, and final approval is required from City Council.

f. Bid

This is the stage in which the Owners Representative and City Staff assists the Property Owner in obtaining formal written sealed bids from a list of Pre-qualified General Contractors. Bids will be opened in a public meeting with the Owners Representative and City staff.

1) General Contractors will need to submit the following:

- a) Bid breakdown (form to be provided by the Owners Representative on behalf of the City) with a list of sub-contractors.
- b) Bid submittal to use CSI (Construction Specification Institute) format or other acceptable bid breakdown format as provided by the Owners Representative, on behalf of the City.
- c) Project schedule.

2) Owner requirements prior to starting construction:

- a) Strongly suggest Property Owner hires an Owners Representative to track

project and assist with documentation requirements on their behalf. Fees for the Owners Representative will be paid for by the City of Black Hawk; however, the Property Owner is responsible for any tax liability incurred as a result of these payments.

- b) Property Owner advised to hire legal counsel at their expense to prepare contract between Property Owner and General Contractor.
- c) Review construction drawings and payment process with Owners Representative and City staff.
- d) Submittal of documents/forms related to Prospective General Contractors Certificate Regarding Employing or Contracting with Illegal Aliens.
- e) Property Owner is recommended to hire a qualified tax advisor to review the financial obligations of participation in the program.

g. Final Approval of Project by City Council

The project is presented to the City Council with a budget, project schedule and final plans. Prior to the City Council approval, all documentation must be reviewed by the City Manager and HPC who will present a recommendation for approval to the City Council. The project then can be provided submitted to Community Planning and Development for a building permit.

h. Building Permitting and Construction

The final construction or engineering documents are to be provided submitted to the City for a building permit.

1) **Construction phase requirements:**

- a) Prior to issuance of a building permit and Notice to Proceed document, the General Contractor will provide payment and performance bonds for the entire amount of the project.
- b) Property Owner is required to remove any site furnishings from structure to allow adequate access to the work. Property Owner must store at their expense elsewhere, and out of the way of onsite work.
- c) General Contractor must keep site safe and clean at all times and have access to a bathroom or provide a portable toilet.
- d) Weekly or bi-weekly construction meetings and site visits that include the Property Owner and/or their Owners Representative, Architect, General Contractor and City staff.
- e) Review schedule adjustments.
- f) Change order review and submittals as encountered. Review of Monthly Pay Application request forms.
- g) Processing of payments to General Contractor, sign off by Property Owner and City staff.

i. Change Orders

If the Property Owner, Architect or General Contractor requests any changes to the

scope of work, construction costs, or schedule, it will need to be reviewed for potential approval by the Owners Representative and City staff and/or the City Council (generally for out of scope and budget changes requested) for sign off prior to proceeding with the proposed change. Additionally, any significant changes to the exterior or site may also require HPC review.

Per City of Black Hawk Resolution 19-2013 and 3-2014 any proposed change orders to the approved construction drawings and project manual during construction must be reviewed and approved by the City Manager or his/her designee (for work that will not increase the City Council approved amount, including a contingency amount, of the Rehabilitation Grant) prior to beginning the work. The City Council shall review proposed change orders that exceed the City Council approved grant amount and they shall decide upon such request. Any deviation or change to the approved construction drawings and project manual that is authorized or performed by either the Property Owner or General Contractor is not reimbursable from the City grant dollars if such work is not approved by the City in advance.

j. Final Completion and Final Payment.

Prior to final payment, the following documentation needs to be provided:

- 1) General Contractor's Affidavit of Release of Liens
- 2) General Contractor's Affidavit of Payment of Debts and Claims
- 3) Final inspections by Building Official
- 4) Sign off by Architect/Engineer, Property Owner, and General Contractor (Certificate of Substantial Completion) as well as final acceptance by Owners Representative and City staff
- 5) As Built drawings

3. Exterior Maintenance Component.

This process is for the exterior maintenance grants approved by the City for Qualified Properties in the City.

a. Preparation of Exterior of House Before Painting.

If necessary, a hazardous materials investigation will be conducted by the City's consultants to determine what, if any, hazardous materials may be present onsite and the extents of any required abatement. Hazardous materials abatement must be completed prior to any additional work commencing. Prior to painting, all necessary sanding, chipping of existing peeling paint, washing of exterior, and replacement of weathered/worn materials must be completed. No chemical washing or high power blasting on siding is permitted. The Owners Representative designated to inspect the preparation work shall inspect the house to determine adequacy of the prep work once completed, and prior to any layers of paint being placed on the house.

b. Siding and Painting.

- 1) Lead Paint: The City will conduct lead clearance testing on all restoration and preservation grant projects prior to and upon completion of the job, if the original siding exists. Per the EPA-Renovation, Repair and Painting Final Rule (40 CFR 745) all renovations conducted for compensation, MUST be performed by Certified Firms using Certified Renovators. The General Contractor and subcontractors will be required to follow the EPA-Renovation, Repair and Painting rules and regulations.
- 2) Exterior siding: Siding to be painted with minimum of one coat of primer on all sides and two (2) coats for final color of a high quality paint ~~(see approved list below)~~, installed over a waterproof barrier (Tyvek or similar housewrap). Existing siding is recommended to be repaired if possible, with partial in-kind replacement on an as-needed basis only.
- 3) All painting and varnishing shall be a two (2) coat minimum job free of runs and skips. Cut edges neatly. Items to be painted or stained include, but are not limited to the following: exterior siding, soffits, metal work, decks, porches, wood fences, gutters, eaves, trim and all other surfaces to be painted. If sprayed, all surfaces must be back-rolled.
- 4) Use only the best quality materials as approved by the City. The primer coat should visually differ in color from succeeding coats. Paint color as selected by Property Owner and approved by the City.
- 5) Flat paint finish is not acceptable. Consult with Owners Representative and City staff for acceptable sheen.
- 6) If applicable, all stain shall be two coats with a clear natural satin finish. Fill all nail heads with filler to match wood trim.
- 7) Sealants: Consult with Owners Representative and City staff for approved sealant products. Color to match siding or trim.
 - a. Apply at window and door frames
 - b. Bed metal thresholds in sealant
 - c. Apply at flashing and jacks
- 8) Consult with Owners Representative and City staff for approved paint brands.

4. Emergency Component

The Emergency Component process is generally a discovery process to identify if a true emergency is evident according to the Historic Restoration and Community Preservation Fund Guide to Programs, and approved by the City Council. All requested scopes of work will be reviewed on a case-by-case basis. If approved, the appropriate City staff and Owners Representative will be directed to work with the Property Owner to identify needs, problems and solutions to apparent and non-apparent issues. Generally, City staff, the Owners Representative and City consultants evaluate a specific property with the direction from the City Council and will provide a report of initial findings with a recommendation for dealing with the potential emergency on the property. If a life safety situation exists and repairs have already been made, the Property Owner must acknowledge they have proceeded at-risk and funding reimbursement may not be approved. Additionally, a summary of original systems and maintenance records will be required to document to the City Council that the emergency arose from general use rather than deferred maintenance. Generally, the process outlined in either the *Full Site and Building Component* or *Site Work Component* sections in this Appendix will be applicable for an Emergency project. Please consult with City staff and Owners Representative to fully understand how a specific request for this component will be processed.

5. Radon Mitigation Component

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

I, _____, acknowledge that I have read and understand the Guide to Programs [knowledge that I have read and understood the Guide to Programs and agree to abide by the noted guidelines.](#)

[Signed:](#) _____

[Date:](#) _____

EXHIBIT A
PRESERVATION EASEMENT AGREEMENT – (DEED RESTRICTION)

Property Owner Initials _____ Date_____

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 a perpetual 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:

Property Owner Initials _____ Date _____

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

Property Owner Initials _____ Date _____

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)
)ss.
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

Property Owner Initials _____ Date_____

EXHIBIT A
PRESERVATION EASEMENT AGREEMENT

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.

(Attach Improvement Survey Plat)

Property Owner Initials _____ Date_____

EXHIBIT B
PRESERVATION EASEMENT AGREEMENT

HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY
(Attach Surveys)

Based upon the 1991 Black Hawk – Central City Historic District Inventory and resurvey of 2011.

PROPERTY AND STRUCTURE MAINTENANCE
(Attach Table of Contents)

In accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.

Property Owner Initials _____ Date_____

EXHIBIT C
PRESERVATION EASEMENT AGREEMENT

SECURITY INSTRUMENT – (TITLE COMMITMENT)

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.

Property Owner Initials _____ Date_____

EXHIBIT D
PRESERVATION EASEMENT AGREEMENT

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 in perpetuity and to prevent any extinguishment of this Easement by the holder thereof.

OR

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no request for partial subordination of rights is required.

Property Owner Initials _____ Date_____

COVER LETTER - REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS

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

Property Owner Initials _____ Date _____

REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS

_____	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
Book _____	Page _____

BORROWER:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

My commission expires: _____

(SEAL)

Notary

Property Owner Initials _____ Date _____

PARTIAL SUBORDINATION OF RIGHTS

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

Property Owner Initials _____ Date _____

EXHIBIT B
REHABILITATION GRANT AGREEMENT

Property Owner Initials _____ Date_____

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

THIS HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND 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 _____

_____.

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 “*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**

Property Owner Initials _____ Date_____

Escrow Account funds) (the “Award”) for the restoration and preservation of the Property.

1.2 Tax Payment. 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”). 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.

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

Property Owner Initials _____ Date_____

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 disbursement 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

Property Owner Initials _____ Date_____

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)

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

By: _____

STATE OF COLORADO)
)ss.
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

Property Owner Initials _____ Date_____

EXHIBIT C
MATERIAL ALLOWANCE LIST

Item Description	Unit Cost	Unit of Measure	Not to Exceed Limit	Comments
Division 5 - Metals				
Exterior Deck Railings - Metal	\$75.00	LF	N/A	
Division 6 - Wood and Plastics				
Cabinets	\$300.00	LF	\$16,000.00	Includes all casework and built-in millwork items, along with the associated hardware (hinges, pulls and drawer guides)
Countertops	\$50.00	SF	\$2,800.00	Includes associated edge detail and backsplash (if applicable)
Exterior Decking Material	\$6.00	SF	N/A	Pricing based on composite type material
Exterior Deck Railings - Wood/Composite	\$30.00	LF	N/A	
Interior Trim (Base & Case)	\$3.50	LF	N/A	Pricing based on PEH Architects Trim Option 3 in Paint Grade Poplar
Division 8 - Doors and Windows				
Exterior Door & Frame	\$1,200.00	EA	N/A	Applies to replacement of existing exterior door & frame. 3'-0" wide exterior door required.
Interior Door & Frame	\$250.00	EA	N/A	Pricing based on 4 panel solid core veneer style
Exterior Door Hardware	\$150.00	EA	N/A	
Interior Door Hardware	\$75.00	EA	N/A	
Shower Door	\$400.00	EA	N/A	
Division 9 - Finishes				
Flooring	\$8.50	SF	N/A	
Carpet & Pad	\$25.00	SY	N/A	
Wall Tile	\$8.00	SF	N/A	Based on aggregate cost per SF of wall tile, inclusive of edge trim pieces, decorative patterns and transitions
Wallpaper	\$3.00	SF	N/A	Applies to replacement of existing wallpaper. Homeowner liable for total cost of wallpaper where it does not exist currently.
Division 10 - Specialties				
Bathroom Accessories	\$200.00	EA	N/A	Per bathroom (Towel bars, TP holder, robe hook, etc)
Division 15 - Mechanical				
Kitchen Sink	\$345.00	EA	N/A	
Kitchen Faucet	\$250.00	EA	N/A	
Bathroom Sink	\$345.00	EA	N/A	
Bathroom Faucet	\$200.00	EA	N/A	
Bath Tub or Shower Enclosure/Pan	\$650.00	EA	N/A	
Bath Tub/Shower Fixture	\$200.00	EA	N/A	
Toilet	\$250.00	EA	N/A	
Division 16 - Electrical				
Light Fixtures	\$150.00	EA	N/A	Applies to both indoor and outdoor fixtures
Ceiling Fans	\$250.00	EA	N/A	1 ceiling fan per room

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.

Property Owner Initials _____ Date _____

EXHIBIT D
PROGRAM APPLICATION

Property Owner Initials _____ Date_____



City of Black Hawk
 Community Planning and Development
 211 Church Street
 P.O. Box 68
 Black Hawk, CO 80422
 Ph: 303-582-0615 / 303-582-2223

Grant No: _____ Project No: _____ <p style="text-align: center;">For Office Use Only</p>

HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND - 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 owners 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).

Please check the appropriate box of the type of grant you are applying for. Refer to the "Guide to Programs" for information relating to each program. PLEASE NOTE: COMPLETE A SEPARATE APPLICATION FOR EACH GRANT COMPONENT BELOW:

- Full Site and Building Component Rehabilitation (Interior/Exterior)
- Site Work Component
- Exterior Maintenance Component
- Emergency Component
- Radon Mitigation Component

Office Use Only. Do not write below this line.

Date Received: _____ **Grant No.:** _____

HPC Review Date: _____ **Board of Aldermen Approval Date:** _____

Amount Approved: _____

Comments or Conditions: _____

Authorization Signature: _____ **Date:** _____

Associated Grant Numbers: _____

Property Owner Initials _____ Date _____

PROJECT INFORMATION:

1. Please provide a general description of the project (If additional room is needed, attach additional paper):

Even though 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 Restoration and Community Preservation program. Once the property owner makes an official application submittal, Black Hawk staff, and the Owner’s Representative will meet with the property owner for an orientation meeting and on-site property visit and inspection. Subsequently, a current conditions report and scope of work will be prepared and presented to City Council with recommendations from City staff and the Owner’s Representative regarding program eligibility. Property owner will be notified by the Community Planning and Development with a decision and the next steps in the program process, if applicable.

Applicant to check the box that applies to this application:

- Grant Program Agreement (Full Site & Building-Interior/Exterior Maintenance/Emergency)
- Preservation Easement Agreement (Full Site & Building – Exterior) - Applicant understands and agrees that prior to any construction, applicant shall grant to the City temporary construction easements necessary to complete the work, and shall execute a deed restriction in favor of the City in the forms attached hereto as **Exhibit A**.

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 B**.

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.

- 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>.

Property Owner Signature

Date

Property Owner Initials _____ Date_____

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

Property Owner Initials _____ 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.

Property Owner Initials _____ Date _____

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: _____ BY: _____

TITLE: _____ 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:

Property Owner Initials _____ Date _____

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

Property Owner Initials _____ Date _____

EXHIBIT B
REFERENCED CITY OF BLACK HAWK RESOLUTIONS

Property Owner Initials _____ Date_____

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 hereinbelow 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).

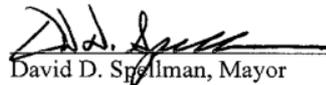
Property Owner Initials _____ Date _____

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 28 day of April, 2010.


David D. Spellman, Mayor

ATTEST:

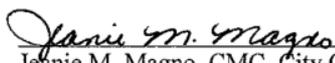

Jeanie M. Magno, CMC, City Clerk

Exhibit A
Income Tax Liability

City of Black Hawk
ATTN: Finance Director
P.O. Box 68
Black Hawk, CO 80422

Dear Sir or Madam:

I (We) have completed our Federal and State 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) tax liability is \$_____ and my (our) 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 I (We) certify that for the State Income Tax Return filed for tax year 20___, my (our) tax liability is \$_____ and my (our) tax liability would have been \$_____ without reporting the grant.

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.

Sincerely,

Signature / Date

Signature / Date

Property Owner Initials _____ Date_____

EXHIBIT E: HOME PROGRAM OUTLINE

Property Owner Initials _____ Date_____



City of Black Hawk

Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

HOME PROGRAM OUTLINE

DATE: _____

OWNERS: _____

PROPERTY ADDRESS: _____

A. HOUSE INFORMATION:

Year home was built: _____

Additions on House: _____

Date Addition was Built: _____

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

Owner 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: _____

Mold in House. Locations: _____

Property Owner Initials _____ Date _____

- Hazardous (lead paint, asbestos, 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: _____
- Electrical System. Condition: _____
- Plumbing System. Condition: _____
- Heating System. Condition & Type: _____
- Insulation. Ceilings, Walls, Floors: _____
- Kitchen Cabinets. Condition: _____
- Kitchen Countertops. Condition: _____
- Floors. Condition & Types: _____
- Doors. Number, Type & Condition: _____
- Interior Walls. Condition: _____
- Bathroom. Condition & Number: _____
- Staircase. Condition: _____
- Interior Trim. Condition: _____
- Secondary Heat (fireplace or stove). Type & Condition: _____
- Historic Elements. Description & Condition: _____

NOTES: _____

Property Owner Initials _____ Date _____

EXHIBIT F: REFERENCED CITY OF BLACK HAWK RESOLUTIONS

Resolution No. 10-2010:

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.

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. 38-2014:

A Resolution temporarily rebating City use tax on construction and building materials for residential projects within the City's National Historic Landmark District.

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 hereinbelow 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

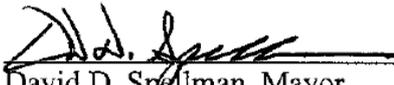
B. A fully executed document in the form attached hereto as **Exhibit A** and incorporated herein by this reference, signed by the grant recipient(s).

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.

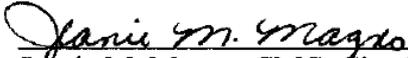
Section 4. For the purpose of determining reimbursement of State of Colorado income tax liability, the City Council further determines that a recipient of a residential grant must elect in writing prior to the receipt of any grant proceeds whether to seek the Colorado income tax credit for qualifying 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 28 day of April, 2010.



David D. Spellman, Mayor

ATTEST:



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

Property Owner Initials _____ Date_____

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

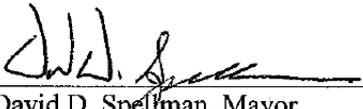
WHEREAS, Article IX of Chapter 1 of the Black Hawk Municipal Code sets forth procedures for the awarding of contracts for public improvements; and

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:

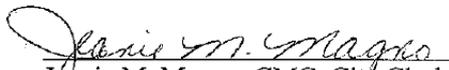
Section 1. The City Council hereby directs that the City Manager is authorized to manage a contingency in the amount of ten percent (10%) for any City contract for the design and/or construction of public improvements, without the need or requirement that the City Council specifically add such contingency 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 24 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

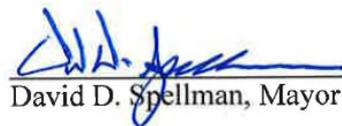
WHEREAS, in furtherance of the awarding of contracts for public improvements as authorized by Article IX of Chapter 1 of the Black Hawk Municipal Code, the City Council has previously authorized the City Manager to manage the contingency in a fixed amount of ten percent (10%) for any such contract, without 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 12 day of February, 2014.



David D. Spellman, Mayor

ATTEST:



Jeanie M. Magno, CMC, City Clerk

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 38-2014

**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. Retroactive to April 1, 2014, the Mayor and Board of Aldermen hereby
resolve to temporarily rebate City use tax of 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 4, 2016.

RESOLVED AND PASSED this 11th day of June, 2014.



David D. Spellman, Mayor

ATTEST:



Kelly K. Stevens, Deputy City Clerk

EXHIBIT G: FUNDING MATRIX

Property Owner Initials _____ Date_____

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

Property Owner Initials _____ Date _____

<u>Scope of Work</u>	<u>Preservation Easement</u>	<u>Rehabilitation Grant</u>	<u>Comments</u>
Cabinetry and Hardware		✓	
Trim		✓	
Interior Doors and Hardware		✓	
Countertops		✓	
Backsplash		✓	
Shower and Bath Accessories		✓	
Kitchen Fixtures		✓	
Bathroom Fixtures		✓	
Hose Bibs		✓	
Heating Systems		✓	
Ventilation Systems		✓	
Interior Rough MEP Utilities	✓		
Interior Trim MEP Utilities		✓	
BBQ Gas Line	✓		
Interior Lighting		✓	
Exterior Lighting	✓		
Ceiling Fans		✓	
Fire and Carbon Monoxide Detection		✓	
Radon Mitigation Systems	✓	✓	Funding through Rehabilitation Grant for Radon Mitigation Component only

Property Owner Initials _____ Date_____

Approved by Resolution ____-2014 on July 9, 2014

**APPROVAL OF CHANGE
ORDER FOR DEMOLITION
OF 380 GREGORY STREET
AND 281 CHURCH STREET**



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of Change order for demolition of 380 Gregory and 281 Church.

RECOMMENDATION: If City Council chooses to approve the proposal for demolition of the buildings at 380 Gregory Street and 281 Church Street, the recommended motion is as follows: "Approve the change order with Alpine Demolition Inc. for an amount not to exceed \$36,700.00"

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The structures at 380 Gregory St. (Bobtail Corner Store) and 281 Church St. (Robinson-Sells building) are not historic and have been approved for demolition. Hazardous materials investigations have been completed and indicate no hazardous materials exist. Xcel has been requested to disconnect the gas and electric. A demo permit for each structure has been received. This work will allow additional survey and slope stability analysis for the Gregory Street Realignment project to proceed. Alpine Demolition completed the removal of the Winners Haven facility and the Lilly Belles facility. We received proposals from Alpine (\$36,700) and Grapes & Sons (\$39,000).

FUNDING SOURCE: 305-3101-431.75-14 Gregory St. Demos

WORKSHOP DATE: July 9, 2014

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: August 31, 2014

DOCUMENTS ATTACHED: Alpine Demolition Proposal

CITY ATTORNEY REVIEW: [] Yes [] No [] N/A INITIALS _____

SUBMITTED BY:

REVIEWED BY:



Thomas Isbester, Public Works Director

 07/03/2014

Jack Lewis, City Manager



June 25, 2014

City of Blackhawk
Cynthia Linker

ATTN: Cynthia Linker <CLinker@cityofblackhawk.org>

RE: Demolition of Store and House

Cynthia:

Thank you for the opportunity to provide you pricing for the above mentioned project. Alpine Demolition Inc. is pleased to provide you a detailed proposal including our Statement of Qualifications (SOQ), previous project experience and Safety Documents.

SCOPE OF DEMOLITION WORK:

The floor slabs are slab on grade construction and the foundation systems are concrete grade beams with drilled piers and/or concrete spread footings. We have included the demolition, transportation, recycling and disposal.

Demolition and or abandonment of underground wet utilities within 5'-0" of building line. Site excavation within 5'-0" of building line. We have included in our proposal the following items:

- Remove and recycle ferrous and non-ferrous metals
- Remove and recycle wood and steel frame structure
- Remove and recycle concrete floor slabs
- Remove and recycle CMU and brick exterior walls
- Remove and recycle concrete foundation walls and footings
- Drilled concrete piers will be removed to a depth of 1'-0" below the concrete grade beams
- Remove and recycle landscape areas within the project boundaries

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- All recycle materials and salvage items will become property of Alpine Demolition
- Cut and cap sanitary sewer line within 5'-0" of building line
- Cut and crimp water line within 5'-0" of building line
- Cut and cap storm sewer within 5'-0" of building line
- Grade building area clean with existing soils (note: building areas and foundation areas will be depressed due to the removal of the foundation systems)
- Insurance
- One Mobilization/Demobilization
- Equipment Costs
- Labor
- Permits
- Trucking and Disposal

Excluded in Price:

- Traffic control
- Temporary site fencing during demolition
- Temporary sanitary facilities during demolition
- Excavation of site areas more than 5'-0" from building line
- Export of excavation spoils
- Import of fill material
- Re-vegetation of disturbed land areas
- Relocation of trees or shrubs
- Disconnection of gas and electric utilities (Alpine can assist with coordinating utility companies for disconnection of those services)
- Removal and disposal of contaminated soils
- Abatement, removal and disposal of lead based paint materials (Alpine can provide these services under a separate contract if required)
- Offsite demolition
- Removal, testing transportation and disposal of asbestos containing materials, or other contaminated materials.(Alpine can provide these services under a separate contract if required)
- Demolition, transportation and disposal of Category I and Category II non-friable Asbestos Containing Materials (Alpine can provide pricing for the additional cost of handling and disposal of these materials)
- Disconnection of fire alarm system
- Disconnection of fire sprinkler system
- Storm water plan and maintenance logs
- Storm water management plan/BMP's (to be provided and maintained by others)
- Vehicle tracking pads/silt fence (to be provided and maintained by others)
- Work in public right of way
- Removal of concrete curb and gutter, concrete sidewalks and drain pans in the public ROW
- Removal of utilities in the public ROW
- Cutting and capping of wet utilities at the city main line

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- ROW occupancy permits for sidewalk and street closures
- Shoring and underpinning of adjacent buildings, streets, alleys, parking lots or sidewalks
- Recovery of CFC containing refrigerants from roof top mounted HVAC equipment
- Demolition of trees and shrubs to be removed
- Remove all ballasts and exit signs

DEMOLITION OF STORE:	\$27,000.00
DEMOLITION OF HOUSE ON GREGORY:	\$9700.00

Alpine Demolition Inc. would be interested in providing a bid proposal on any abatement work that may be required. Please let us know if we can assist you with these services. An asbestos survey will be required prior to issuance of a demolition permit.

We thank you for the opportunity to provide you pricing, if we can assist you in any other way or if you need additional information please contact me directly. Thank you again and we look forward to working with you.

Thank you,

Katie S. Kelley

Alpine Demolition Inc.