

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 24

ORDINANCE NUMBER: 2021-24

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AN EASEMENT AGREEMENT FOR SANITARY SEWER FACILITIES BETWEEN THE CITY OF BLACK HAWK AND THE BLACK HAWK-CENTRAL CITY SANITATION DISTRICT REGARDING THE GREGORY STREET SUB-MAIN SEGMENTS

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement between the City of Black Hawk and the Black Hawk-Central City Sanitation District Regarding Gregory Street Sub-Main Segments Easement, Maintenance and Operation, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

Section 2. The City of Black Hawk hereby approves the Easement Agreement between the City of Black Hawk and the Black Hawk-Central City Sanitation District Regarding Sanitary Sewer Facilities, as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

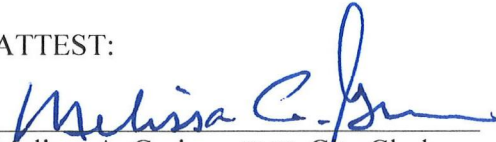
Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. 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 5. 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 25th day of August, 2021.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



INTERGOVERNMENTAL AGREEMENT

Regarding Gregory Street Sub-Main Segments Easement, Maintenance and Operations

This Intergovernmental Agreement (“IGA”) is effective on the date of the final signature (the “**Effective Date**”) among the City of Black Hawk, Colorado (the “**City**”) and the Black Hawk-Central City Sanitation District (the “**District**”).

RECITALS

A. The City has completed a project to create a pedestrian friendly retail district known as Gregory Street Plaza (the “**Plaza**”).

B. The Project required extensive relocation and reconstruction of the Gregory Street sewer Main and two sub-main segments completed by the City and the District. See, **Exhibit A**.

1. The District’s main line is located in Gregory Street and includes Manholes numbered 093, 094 and 095 (the “**District Main**”).

2. Sub-Main Segment No. 1 runs parallel to Gregory Street on the north side west of Church Street and includes Manholes numbered 06a-002 and 06a-001a, including the line’s connection into Manhole 06a-001 in Church Street (“**Main Segment I**”).

3. Sub-Main Segment No. 2 runs parallel to Gregory Street on the north side, east of Church Street and includes Manholes numbered 05-002, 05-001 and the line segment from MH 05-001 to and including its connection to Manhole 091 in Gregory Street (“**Main Segment II**”)(Jointly, the “**Sub-Main Segments**”).

C. Extensive public improvements were designed and built by the City on top of the Sub-Main Segments for the Gregory Street Plaza project.

D. The District Main, Sub-Main Segment I and Sub-Main Segment II are and shall remain Sanitary Sewer Facilities as defined in the District’s Rules and Regulations and their use is, at all times subject to the terms and conditions of the District’s Rules and Regulations except as otherwise provided herein.

E. The District is not willing to maintain the Sub-Main Segments because of the extensive public improvements constructed on top of the line.

F. The City and District desire to cooperate in the maintenance and any future replacements of the Sub-Main Segments as authorized and encouraged by C.R.S. § 29-1-203 to ensure uninterrupted sanitary sewer services to all properties connecting to the Sub-Main Segments and to minimize interruptions to public use of the Project.

G. This IGA sets forth the purposes, powers, rights, obligations, and responsibilities of the parties.

INTERGOVERNMENTAL AGREEMENT

(Gregory Street Plaza Sewer Sub-Main Segments Easement and Maintenance)

Black Hawk – Central City Sanitation District

City of Black Hawk

Page 2 of 5

AGREEMENT

- I. Sewer Easement. The City hereby grants to the District a 30' wide easement for the location, maintenance, repair, replacement and operation of the Sub-Main Segments consisting of 15' on each side of the sewer line and 15' on all sides of each manhole.
- II. Maintenance and Repairs. All cleaning, maintenance, repairs and replacements of the Sub-Main Segments will be performed and/or paid for by the City as described below.
 - A. All cleaning, maintenance or repairs of the Sub-Main Segments will be completed by the City:
 1. Within 30 days of a written notice from the District describing the cleaning maintenance or repairs required; or,
 2. As quickly as possible in the event of an emergency determined by the City or the District.
 - B. Inspection of the Sub-main Segments will be completed by the District as the District deems necessary so long as the inspection does not interfere with use of the Plaza or involve removal or alteration of the public improvements on the easement. In the event some interference is necessary, the District will notify the City at least 15 days in advance of the inspection.
 - C. Cleaning, maintenance and repair or replacement of the Sub-Main Segments will only be performed by the District in the event of an emergency to protect sanitary sewer service or the Sanitary Sewer System after notice to the City. The District will, in such event, not be responsible for replacing any public improvements necessarily removed to address the emergency.
- III. Sanitary Sewer Users. The City currently owns all of the property in the Plaza and related buildings surrounding the Plaza with exception of the Rocky Mountain Evangelical Free Church located at 337 Gregory Street.
 - A. Each structure will be treated as a sanitary sewer user under the District's Rules and Regulations and each structure must be separately tapped into the appropriate Sub-Main Segment and will be separately billed for Sanitary Sewer Service.
 - B. Sanitary Sewer Service bills will be sent to the City as owner/lessor for each City owned property.

INTERGOVERNMENTAL AGREEMENT

(Gregory Street Plaza Sewer Sub-Main Segments Easement and Maintenance)

Black Hawk – Central City Sanitation District

City of Black Hawk

Page 3 of 5

IV. Miscellaneous Provisions.

A. This document is an integrated IGA encompassing all of the agreement among the parties concerning the matter to which it pertains.

B. Any changes to or amendments to this IGA must be in writing signed by the parties.

C. There are no intended beneficiaries of this IGA other than the parties, the Rocky Mountain Evangelical Free Church property located at 337 Gregory Street, and the lessees or occupants of the City owned Plaza property.

D. In the event any portion of this IGA is declared void or unenforceable, the remaining terms of this IGA shall be interpreted in a manner that furthers the parties' manifest intent.

[The remainder of this page intentionally left blank]

INTERGOVERNMENTAL AGREEMENT

(Gregory Street Plaza Sewer Sub-Main Segments Easement and Maintenance)

Black Hawk – Central City Sanitation District

City of Black Hawk

Page 4 of 5

Black Hawk – Central City Sanitation District



David D. Spellman, President

Date: August 25, 2021

Attest:



Jeff Aiken, Secretary

City of Black Hawk


David D. Spellman, Mayor

Date: August 25, 2021

Attest:


City Clerk

INTERGOVERNMENTAL AGREEMENT

(Gregory Street Plaza Sewer Sub-Main Segments Easement and Maintenance)

Black Hawk – Central City Sanitation District

City of Black Hawk

Page 5 of 5

Exhibit A

Gregory Street Plaza

District Main, Sub-Main Segments I and II and Manhole Location Drawing

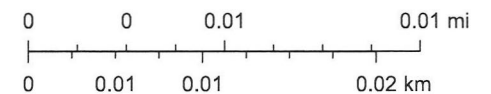
Black Hawk Central City Sanitation District



5/14/2021, 9:43:15 AM

- Sanitary Manholes
- Digitized from Plans
- As-Built
- Parcels
- Municipal_Boundary
- Building Footprints
- BHCCSD 811 Boundary

1:564



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS,

BHCCSD

Esri Community Maps Contributors, County of Clear Creek, County of Gilpin, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |



itized from Plans

cels



Building Footprints



BHCCSD 811 Boundary

0

0



GRANT OF EASEMENT SANITARY SEWER FACILITIES

THIS GRANT OF EASEMENT ("Grant") is given this 25th day of August, 2021, by the CITY OF BLACK HAWK, a Colorado home-rule municipality ("**Grantor**"), whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado 80422, to the BLACK HAWK-CENTRAL CITY SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, ("**Grantee**"), whose address is 7320 Black Hawk Boulevard, Suite 2B, P.O. Box 362, Black Hawk, Colorado 80422.

Pursuant to that certain Intergovernmental Agreement Regarding Gregory Street Main Segments Easement, Maintenance and Operations ("**IGA**"), the parties hereby covenant and agree as follows:

1. **Easement Property.** The "Easement Property" shall mean the real property owned by Grantor and located in the County of Gilpin, State of Colorado, more particularly described on **Exhibit B**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit A**, attached hereto and incorporated herein.

2. **Grant of Easement.** Grantor grants to Grantee, its successors and assigns, a non-exclusive easement ("**Easement**") on, over, under, through and across the Easement Property for the purpose of having, accessing, maintaining, and repairing sanitary sewer facilities owned by Grantee and defined in the IGA as the "Sub-Main Segments" (collectively, the "**Facilities**").

3. **Maintenance and Repair.** The maintenance and repair of the Facilities located on the Easement Property is the responsibility of Grantor. All cleaning, maintenance or repair of the Facilities will be completed by Grantor within 30 days' written notice from Grantee, which will describe required the cleaning, maintenance or repair. In the event maintenance and repair are not performed by Grantor to the satisfaction of Grantee, then Grantee has the right, but not the obligation, to enter the Easement Property after ten (10) days prior written notice to Grantor to perform all necessary work, the cost of which shall be paid by Grantor upon a billing submitted by Grantee. In the event Grantor fails to reimburse Grantee within thirty (30) days after submission of the bill for the costs incurred, Grantee may enforce the obligation under its Rules and Regulations or by appropriate legal action. It is Grantor's responsibility to maintain and repair the Facilities in a manner consistent with all plans approved or accepted by Grantee.

In the case of an emergency determined by Grantor, Grantor shall perform the necessary cleaning, maintenance or repair as soon as practicable without notice from Grantee, and Grantor shall provide written notice of the same to Grantor as soon as practicable.

In the case of an emergency determined by Grantee, which in Grantee's sole discretion threatens Grantee's sewer service or sanitary sewer system, Grantee may enter the Easement Property to perform necessary cleaning, maintenance or repair, and shall provide written notice of the same to Grantor as soon as practicable. The cost of such cleaning, maintenance, or repair shall be paid by Grantor upon a billing submitted by Grantee.

5. **Retained Rights of Grantor.** Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy does not impair the rights granted to Grantee. Grantee's rights are non-exclusive, and Grantor shall have the full right and authority to grant other easements or rights to use the Easement Property.

6. **Binding Effect.** This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.



IN WITNESS WHEREOF, the parties have executed this Grant the day and year first above written.

GRANTOR:

CITY OF BLACK HAWK, a Colorado home-rule municipality

By: 

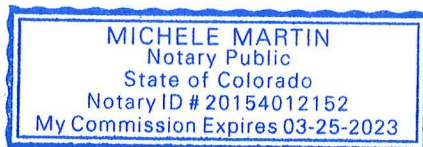
Its: Mayor

STATE OF COLORADO)
) ss.
COUNTY OF GILPIN)

The foregoing instrument was acknowledged before me this 25 day of August, 2021, by David D. Spellman as Mayor of the City of Black Hawk, a Colorado home-rule municipality.

My commission expires: 3/25/2023







Witness my hand and official seal.




Notary Public

EXHIBIT A

EASEMENT EXHIBIT

-  Benchmark
-  Manhole
-  Sub-Main Segment
-  Control to Point of Beginning
-  Main District Line
-  Curbline

Line Table			
Easement	Line	Bearing	Length
District Main Line	L1	59° 31' 01"	113.34'
	L2	54° 44' 20"	189.56'
Sub-Main Segment NO.1	L3	69° 35' 23"	20.68'
	L4	51° 57' 01"	297.91'
Sub-Main Segment NO.2	L5	45° 35' 16"	58.53'
	L6	82° 00' 44"	185.89'

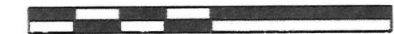
Benchmark BM-3, being a 3.25-inch brass cap marked CITY OF BLACK HAWK BENCHMARK, located on the south side of Church Street, in a concrete pad next to the stairs, having coordinates Northing 1,170,638.27 feet (USf) and Easting 3,001,362.70 feet (USf), as based on the Colorado State Plane Coordinate System, Colorado North, U.S. Survey Foot (USf) NAD_83(2011)(EPOCH:2010.0000)

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from August, 2021.
(13-80-105 C.R.S. 2012)



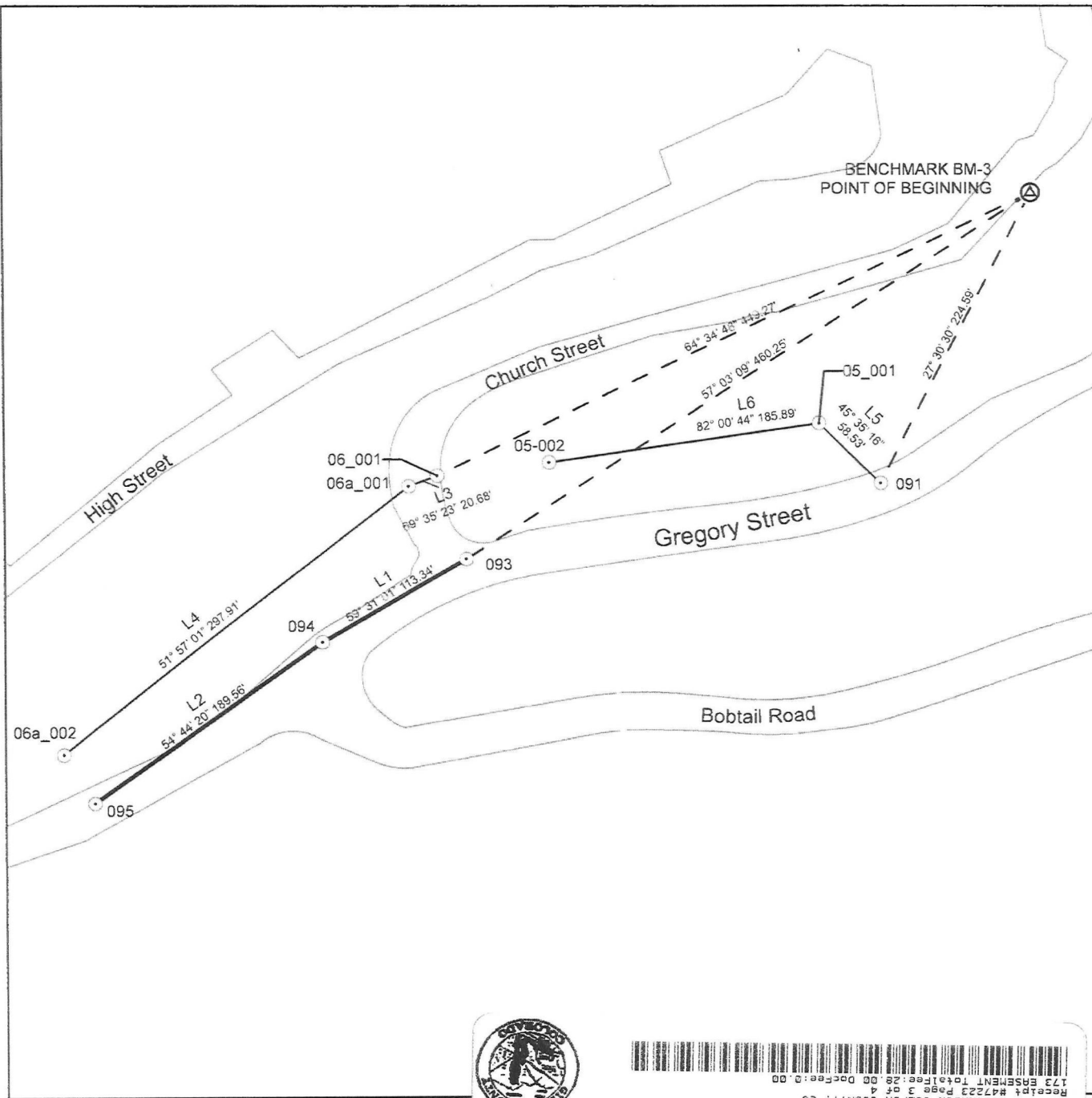
100 0 100



Scale in Feet
Scale: 1:1,200

Spatial Reference
Name: NAD 1983 2011 StatePlane Colorado North FIPS 0501 Ft US

Path: Z:\projects\15714-BHCCSD\027702228\Gregory_Easement\Gregory_Easement.aprx
Layout: Gregory_Easement - Date Saved: 7/26/2021 11:43 AM - Prepared By: KachD0608



170288

09/09/2021 12:41 PM
Receipt #4723 Page 3 of 4
SARAH MCCORMICK GILPIN COUNTY, CO



EXHIBIT B

SUB-MAIN SEGMENT NO. 1

COMMENCING at the City of Black Hawk, Benchmark BM-3, being a 3.25-inch brass cap marked CITY OF BLACK HAWK BENCHMARK, located on the south side of Church Street, in a concrete pad next to the stairs, having coordinates Northing 1,170,638.27 feet (USf) and Easting 3,001,362.70 feet (USf), as based on the Colorado State Plane Coordinate System, Colorado North, U.S. Survey Foot (USf) NAD_83(2011)(EPOCH:2010.0000), as are all coordinates, bearings and distances (grid) in this description; THENCE South 64° 34' 48" West a distance of 449.27 feet to the POINT OF BEGINNING AT **Manhole 06 001** with a 24-inch diameter steel cover; THENCE South 69° 35' 23" West a distance of 20.68 feet to **Manhole 06a 001** with a 24-inch diameter steel cover; THENCE South 51° 57' 01" West a distance of 297.91 feet to **Manhole 06a 002** with a 24-inch diameter steel cover. The easement for the District Main Line shall consist of 15 feet on each side of the sanitary sewer centerline as described above. The 15-foot easement will also extend from all directions at the terminal manhole described above.

SUB-MAIN SEGMENT NO. 2

COMMENCING at the City of Black Hawk, Benchmark BM-3, being a 3.25-inch brass cap marked CITY OF BLACK HAWK BENCHMARK, located on the south side of Church Street, in a concrete pad next to the stairs, having coordinates Northing 1,170,638.27 feet (USf) and Easting 3,001,362.70 feet (USf), as based on the Colorado State Plane Coordinate System, Colorado North, U.S. Survey Foot (USf) NAD_83(2011)(EPOCH:2010.0000), as are all coordinates, bearings and distances (grid) in this description; THENCE South 27° 30' 30" West a distance of 224.58 feet to the POINT OF BEGINNING AT **Manhole 091** with a 24-inch diameter steel cover; THENCE North 45° 35' 16" West a distance of 58.53 feet to **Manhole 05 001** with a 24-inch diameter steel cover; THENCE South 82° 00' 44" West a distance of 185.89 feet to **Manhole 05 002** with a 24-inch diameter steel cover. The easement for the District Main Line shall consist of 15 feet on each side of the sanitary sewer centerline as described above. The 15-foot easement will also extend from all directions at the terminal manhole described above.