



REGULAR MEETING AGENDA

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

April 24, 2024
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. MAYOR AND BOARD OF ALDERMEN COMMENTS:

6. PUBLIC COMMENT: *Please limit comments to 3 minutes*

7. APPROVAL OF MINUTES: April 10, 2024

8. PUBLIC HEARINGS:

A. CB8, An Ordinance Amending Various Sections of the Black Hawk Employee Handbook

9. ACTION ITEMS:

B. Resolution 37-2024, A Resolution Approving the 2024-2025 Contract with Kaiser Permanente in the Estimated Amount of \$1,385,118.00 for Group Health Insurance

C. Resolution 38-2024, A Resolution Approving the 2024-2025 Contract with Delta Dental in the Estimated Amount of \$138,780.00 for Group Dental Insurance

D. Resolution 39-2024, A Resolution Approving Amendment No. 2 to the Construction Manager/General Contractor Agreement Between the City of Black Hawk and WCG Construction for the Residential Rehabilitation Program Project at 121 Marchant Street in an Amount Not to Exceed \$1,527,160.00

E. Resolution 40-2024, A Resolution Approving the Historic Preservation Easement Agreement Between the City of Black Hawk and the Branecki Family Limited Liability Company LLC in an Amount Not to Exceed \$982,897.00 for the Property Located at 121 Marchant Street

F. Resolution 41-2024, A Resolution Approving the Rehabilitation Grant Program Agreement Between the City of Black Hawk and the Branecki Family Limited Liability Company LLC in an Amount Not to Exceed \$544,263.00 for the Property Located at 121 Marchant Street

G. Resolution 42-2024, A Resolution Approving a Temporary Construction Easement Between the City of Black Hawk and the Branecki Family Limited Liability Company LLC Associated with Improvements to the Property Located at 121 Marchant Street

H. Resolution 43-2024, A Resolution Approving a Temporary Construction Easement Between the City of Black Hawk and Jim J. Johnson Jr. and Curtis Linder Associated with Improvements to the Property Located at 121 Marchant Street

I.. Resolution 44-2024, A Resolution Approving a Temporary Construction Easement Between the City of Black Hawk and David M. Craft Associated with Improvements to the Property Located at 121 Marchant Street

10. CITY MANAGER REPORT:

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

AMERICANS WITH DISABILITY ACT NOTICE Any disabled person who plans to attend any governmental meeting of the City of Black Hawk and requires special assistance can contact City Hall at (303) 582-2221. Please make any request for assistance at least 24 hours before the scheduled meeting

11. CITY ATTORNEY REPORT:

12. EXECUTIVE SESSION:

Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators pursuant to C.R.S § 24-6-402(4)(e) regarding City-owned land on Gregory Hill, the Gregory Street HARD District, other City-owned property and regarding negotiations with other governmental entities and to instruct negotiators pursuant to C.R.S § 24-6-402(4)(e) regarding a potential contract for a City improvement project.

13. ADJOURNMENT:



**City of Black Hawk
City Council**

April 10, 2024

MEETING MINUTES

Black Hawk Municipal Judge Ronald W. Carlson rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, April 10, 2024, at 2:40 p.m., immediately following the Elected Officials Ethics Training.

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

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Administrative Services Director/City Clerk Greiner, Community Planning & Development Director Linker, Finance Director Hillis, Public Works Director Isbester, Water Resource Engineer Dallam, Maintenance Services Manager Jackson, Deputy City Clerk Martin, and several others from the Police Department.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin noted no agenda changes.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann stated that this is the portion of the agenda where the Council could disclose a conflict of interest on any matter on today's agenda, in addition to what is currently on file with the Secretary of State's Office and the City Clerk's Office. City Attorney Hoffmann asked the Council if they had any Conflicts of Interest and asked members of the audience if anyone objected to any Council member voting on any item on today's agenda.

Mayor Spellman recused himself from item 11C at which time Alderman Moates would chair the meeting.

Council noted no other conflicts, and no objections were received from the audience.

5. SWEARING IN OF
COUNCIL MEMBERS:

Mayor Spellman pointed out that the oath they are about to take is the same oath the first City Council took in 1864, as well as the marshal and other officers at the time. He said the language is a little more colorful than many of the oaths you see nowadays, but feels it is appropriate to use the oath the first City Council used.

Judge Carlson swore in Mayor Spellman and then the Aldermen collectively. All were given a round of applause.

Mayor Spellman took a moment to talk about the governance of the City of Black Hawk, and he characterized it by saying that Black Hawk is innovative and unique when it comes to municipal governance. It comes as close to an exception as any City can to the ageless quote, "You can please some of the people all of the time, you can please all of the people some of the time, but you can't please all of the people all of the time." In the City of Black Hawk, there are inherent benefits and opportunities all of the time for residents, property owners, City employees, and businesses. Simply stated, he said, Black Hawk is an outstanding City to live, work, and conduct business. He said this best encapsulates how we govern and that we really do benefit everyone who is associated with the City of Black Hawk.

6. EMPLOYEE
INTRODUCTIONS:

Jennifer Wilcox, Communications Officer I

Police Chief Moriarty introduced Jennifer to Council. She said she is completing her last week of training and is doing an excellent job, and they couldn't be more pleased.

She was warmly welcomed.

7. MAYOR AND BOARD
OF ALDERMEN
COMMENTS:

Alderman Moates wanted to thank the Fire Department and Chief Woolley for the exceptional work and care for the residents during the windstorm, which could have turned out to be quite the emergency, but that thankfully did not.

8. PUBLIC COMMENT: Deputy City Clerk Martin stated that no one had signed up to speak.

9. APPROVAL OF
MINUTES:

March 27, 2024

**MOTION TO
APPROVE**

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

MOTION PASSED

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

10. PUBLIC HEARINGS:

None

11. ACTION ITEMS:

A. Resolution 32-2024, A Resolution Reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge

Mayor Spellman read the title.

Deputy City Clerk Martin introduced this item. Judge Carlson wanted Council to know that this is his best and most favorite judgeship of all. He said he appreciates being part of the Black Hawk family and the communication between Council and himself to make sure we serve the interest of justice and the citizens in a well-balanced but disciplined manner is refreshing and rewarding, and he appreciates having the job.

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 32-2024, a Resolution reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge.

MOTION PASSED

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

B. Resolution 33-2024, A Resolution Approving a Change Order to the Design Services Contract with JVA, Inc. for Design Services for the Hidden Valley Water Treatment Plant in the Amount Not to Exceed \$52,000

Mayor Spellman read the title.

Water Resource Engineer Dallam introduced this item.

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 33-2024, a Resolution approving a Change Order to the Design Services Contract with JVA, Inc. for design

services for the Hidden Valley Water Treatment Plant in the amount not to exceed \$52,000.

MOTION PASSED

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

C. Resolution 35-2024, A Resolution Approving the Expenditures in the Total Amount Not to Exceed \$225,312 for the City's Exterior Paint Program

Mayor Spellman recused himself, and Alderman Moates chaired this item and read the title.

Community Planning & Development Director Linker was present for this item.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 35-2024, a Resolution approving the expenditures in the total amount not to exceed \$225,312 for the City's Exterior Paint Program.

MOTION PASSED

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

D. Resolution 36-2024, A Resolution Amending the Policy Regarding Citizen Comments at City Council Meetings

Mayor Spellman read the title.

Administrative Services Director/City Clerk Greiner introduced this item.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 36-2024, a Resolution amending the policy regarding citizen comments at City Council meetings.

MOTION PASSED

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

E. Local Liquor Authority Consideration of a Request for a New Tavern Liquor License for Pinnacle MLS, LLC dba Ameristar Beer Garden at 100 Richman Street, to Set the Boundaries of the Neighborhood and Set a Date for Public Hearing

Mayor Spellman read the title.

Deputy City Clerk Martin introduced this item and reminded Council that they were now acting as the City's Local Liquor Authority.

The City Clerk's office received a completed new retail tavern liquor license application on April 3rd from Pinnacle MLS, LLC dba Ameristar Beer Garden located at 111 Richman Street. She said this meeting was to set the boundaries of the neighborhood, which is the entire City, and to schedule the public hearing date for May 22, 2024.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve the request for a new Tavern Liquor License for Pinnacle MLS, LLC dba Ameristar Beer Garden at 111 Richman Street, to set the boundaries of the neighborhood as the whole City of Black Hawk, and to set the public hearing date for May 22, 2024.

**12. CITY MANAGER
REPORT:**

City Manager Cole had nothing to report.

**13. CITY ATTORNEY
REPORT:**

City Attorney Hoffmann had nothing to report.

14. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 2 and 5 for Executive Session and the specific legal issues related to negotiations with other governmental entities, regarding snow removal within the City, and potential revisions to the Employee Handbook; the agenda had the exact language.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 2:54 p.m. to hold a conference with the City's Attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:15 p.m.

MOTION PASSED

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

15. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:15 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

DRAFT

**COUNCIL BILL 8
ORDINANCE 2024-8
AN ORDINANCE
AMENDING VARIOUS
SECTIONS OF THE BLACK
HAWK EMPLOYEE
HANDBOOK**

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

COUNCIL BILL NUMBER: CB8

ORDINANCE NUMBER: 2024-8

**TITLE: AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BLACK
HAWK EMPLOYEE HANDBOOK**

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

Section 1. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 106 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

106 HIRING OF RELATIVES

In order to expand the pool of qualified applicants for an organization the size of the City of Black Hawk, the City allows the employment of immediate family members with the following conditions:

- 1) Immediate family members shall not work in the same UNIT WITHIN A DIVISION OF A department;
- 2) An immediate family member shall not directly or indirectly exercise any type of authority over the other immediate family member;
- 3) An immediate family member shall not audit, verify, receive, or be entrusted with moneys received or handled by the other immediate family member; and
- 4) An immediate family member shall not have access to the employer's confidential information, including payroll, and personnel records.

Section 2. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 707, subsection 8 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

Section 8 - Tests Required for Employees

Methods for testing for alcohol may include a Portable Breath Test (PBT), Breathalyzer, Evidential Breath Testing device (EBT), or other test authorized for all alcohol testing. For drug testing, urine specimen collection, and testing shall be conducted by a laboratory capable of analyzing samples and keeping such samples in a safe and secure manner. The drugs to be tested include any scheduled controlled substance.

1) Pre - Employment:

Before performing any job duties, an employee must submit to testing for drugs and alcohol. Prior to performing a pre-employment drug and alcohol test, the City must notify the applicant that testing is required under this guideline. The City will not hire applicants to whom a contingent offer of employment has been made who test positive for controlled substances or alcohol for positions requiring a CDL. For all other positions, post-offer testing will include controlled substances (excluding marijuana) and alcohol.

2) Post-Accident Testing:

As soon as possible following an accident, the City shall test each surviving employee for alcohol and drugs when either:

- a. The accident involved a fatality or serious injury requiring immediate medical attention;
- b. The employee received a citation under state or local law for a moving traffic violation arising from the accident;
- c. The accident violated a significant department safety guideline or procedure;
- d. The accident involved significant property damage; or
- e. Any accident where there is reasonable belief that an employee may be under the influence of alcohol or drugs at the time of the accident or near accident.

Alcohol tests shall be conducted within two (2) hours of the accident if possible. A test administered by on-site police or public safety officials under separate authority may be used, and a blood or breath alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions, shall be acceptable. The staff member shall remain in the presence of the immediate supervisor or designated authority until testing is complete.

Drug tests shall be completed within thirty-two (32) hours of the accident. Beyond this period, attempts to test shall cease and a record prepared and maintained by the Police Chief or his designee indicating why the test was not performed.

An employee who is subject to post-accident testing must remain available, or the City may consider the employee to have refused to submit to testing. The employee subject to post-accident testing must refrain from consuming alcohol for eight (8)

hours following the accident, or until they submit to an alcohol test, whichever comes first.

NOTE: Nothing in this guideline shall be construed to require the delay of necessary medical attention for injured people following an accident. Also, the employee is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency care.

3) Post-Critical Incident Testing:

As soon as practical, the City may require a test of each employee involved in a critical incident. Those procedures and time periods set forth under the requirements for post-accident testing shall also apply to post-critical incident testing.

4) Reasonable Suspicion Testing:

The City may initiate a drug or alcohol test when there is reasonable suspicion to believe the employee has violated the prohibitions of this guideline. The decision to test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The documentation for suspicion testing must be completed within twenty-four (24) hours of the observed behavior or before the results are released, whichever is earlier.

5) Random Testing:

Random drug testing AND ALCOHOL shall be administered by Employee Services as required by federal law for those employees required to possess Commercial Drivers' License (CDL) AND POST CERTIFIED POLICE PERSONNEL (EXCLUDING ALCOHOL) as more particularly described in their approved Job Description.

The conditions for selection and notification of random testing are:

- a. Selection of employees shall be made by a scientifically valid method.
- b. Employees Services shall assure that random tests are unannounced and spread reasonably throughout the year.

- c. Employees Services shall ensure that the employees selected for random tests proceed immediately to the collection site upon notification of selection.

In the event an employee who is selected for a random test is on PTO, layoff, or an extended medical absence, Employee Services can select another employee for testing or keep the original selection confidential until the employee returns to duty. If an employee is skipped, Employee Services must document the reason why.

6) Return-to-Duty Testing:

In the event an employee who has violated these alcohol or drug prohibitions is permitted to return to their position, they shall complete a return-to-duty test which need not be confined to the substance involved in the violation.

7) Follow-Up Testing:

If an employee who has violated these alcohol or drug prohibitions is returned to their position, the City may require the employee to undergo unannounced follow-up testing following the employee's return to duty. The number and frequency of the tests are to be determined by the City.

8) Testing Safeguards:

Urine, saliva, breath testing, and/or portable breath testing shall be used to collect specimens for testing of the presence of alcohol or controlled substances. The City shall ensure the integrity of the collection system to maintain confidentiality and ensure that the test results are attributed to the correct employee.

Although other departments in the City may use other, different or more restrictive specimen collection procedures, it is the express intent of the City that the collection procedures under this guideline be less restrictive and limiting.

Section 3. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Chapter 9 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

- 1) "Advancement" means a salary increase.
- 2) "Applicant" means a person who has filed a completed application for employment, submitted a resume, or otherwise applied for a specific job for which the City is currently receiving applications within established personnel policies.
- 3) "Appointment" means the placing of a person in a position on a full-time or part-time basis.
- 4) "Demotion" means the change of an employee from one position to a lower paid position,

with a change in job title and responsibilities.

- 5) "DEPARTMENT" MEANS A FUNCTIONAL AREA WITHIN THE CITY RESPONSIBLE FOR SPECIFIC TASKS OR OBJECTIVES SUCH AS THE FINANCE DEPARTMENT OR THE PUBLIC WORKS DEPARTMENT.
- 6) "Discharge" means involuntary separation of any person subject to these policies.
- 7) "DIVISION" MEANS A FURTHER BREAKDOWN WITHIN A DEPARTMENT, OFTEN REPRESENTING A DISTINCT AREA OF RESPONSIBILITY OR SPECIALIZATION SUCH AS AN ADMINISTRATIVE DIVISION OR PATROL DIVISION IN THE POLICE DEPARTMENT.
- 8) "Employee development" means any form of instruction designed to increase the proficiency, qualifications, knowledge, skills, and abilities of City employees.
- 9) "Full-time employee" means one who is not in an introductory status and who is regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefits package, subject to the terms, conditions, and limitations of each benefit program.
- 10) "Grievance" is a complaint by an employee concerning any matter related to the employee's employment with the City. All grievances must be filed in writing.
- 11) "Holiday pay" is defined as as one-and-one-half (1½) the employee's regular rate for the actual hours worked, up to the amount of hours recognized for that holiday, up to a maximum of ten (10) hours depending on assigned work schedule. All hours worked on a holiday in excess of the recognized hours will be paid at the employee's straight-time rate.
- 12) "Immediate family" means spouses, including common law spouses, partners in a domestic partnership, partners in a civil union, parents, grandparents, brothers and sisters, children, and grandchildren, as well as the above members of step-families, adoptive families and in-law families of an employee. For purposes of the City's family and medical leave guideline, "immediate family" shall only include those relations contained within the federal Family and Medical Leave Act.
- 13) "Introductory employee" means an employee recently hired, promoted into a position, or transferred to a significantly different position, serving an introductory period.
- 14) "Introductory period" means the length of time (twelve [12] months) during which an employee's skills, abilities, attitude, and other job-related criteria are evaluated to determine their suitability for appointment to a regular position.
- 15) "Layoff" means the separation of an employee from a position because of lack of work or non-availability of funds, abolishment of a position, reduction in service levels, or reduction in workforce.
- 16) "Modified Duty Supervisor" means Authorized Supervisor for assigned modified duty.
- 17) "Non-paid status" means an employee who is on a type of leave authorized by law, including by way of example disability leave or Family and Medical Leave, and who has otherwise exhausted any form of accrued paid leave offered by the City, or who is on Administrative Leave without pay.
- 18) "Normal Business Hours" mean 0800 hours to 1700 hours Monday through Friday.

- 19) "On- duty" means:
- a. Under FSLA: compensable hours worked. Includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work from the beginning of the first principal activity of the workday to the end of the last principal work activity of the workday. Also included is any additional time the employee is allowed (i.e., suffered or permitted) to work.
 - b. Under FMCSA: See Section 707 Drug & Alcohol Use, Section 3, Definitions: On-Duty Time
- 20) "Overtime" means authorized time worked by an employee in excess of their normal work period.
- 21) "Paid Status" means an employee is paid wages for time worked or from hours recorded as earnings from the employee's leave bank, i.e. Paid Time Off (PTO) or sick leave. It does not include earnings from disability benefits.
- 22) "Part-time employee" means a non-exempt employee who is paid on an hourly basis and whose regular work week is less than or equal to twenty-nine (29) hours.
- 23) "Position" means a specific job in the City as authorized by appropriate City ordinance and assigned the appropriate pay level.
- 24) "Promotion" means the movement of an employee from one pay level to a higher pay level.
- 25) "Tenure" means the total number of months of service to the City as of the most recent date of hire to a full-time position.
- 26) "Termination" means permanent separation of an employee from the City employment rolls, resulting from death, discharge, layoff, resignation, or retirement.
- 27) "UNIT" MEANS A SMALLER GROUP WITHIN A DIVISION THAT WORKS ON SPECIFIC TASKS OR FUNCTIONS SUCH AS THE FACILITIES UNIT, THE FLEET UNIT, OR THE MAINTENANCE UNIT WITHIN THE MAINTENANCE SERVICES DIVISION OF PUBLIC WORKS.
- 28) "Working conditions" means those factors, both physical and psychological, which comprise an employee's work environment.

Section 4. 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 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 24th day of April 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Request to amend various sections of the Employee Handbook.

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

MOTION TO APPROVE Council Bill 8, An Ordinance Amending Various Sections of the Black Hawk Employee Handbook

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff recommends amending:

- Section 106 Hiring of Relatives, currently prohibits immediate family members from working within the same Department, amending to prohibit immediate family members from working in the same Unit within a Division of a Department;
- Section 707 Drug and Alcohol Use, Subsection 8 Tests Required for Employees, removing alcohol testing for post-offer testing and adding Post certified Police Personnel to Random drug testing; and
- Chapter 9, Definitions, adding definitions for Department, Division, and Unit.

AGENDA DATE:

April 24, 2024

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

[X]Yes []No

STAFF PERSON RESPONSIBLE:

Melissa Greiner
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED:

N/A

RECORD:

[]Yes [X]No

CITY ATTORNEY REVIEW:


[X]Yes []N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC
City Clerk
Administrative Services Director



Stephen N. Cole
City Manager

RESOLUTION 37-2024
A RESOLUTION
APPROVING THE 2024-2025
CONTRACT WITH KAISER
PERMANENTE IN THE
ESTIMATED AMOUNT OF
\$1,385,118.00 FOR GROUP
HEALTH INSURANCE

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

Resolution No. 37-2024

**TITLE: A RESOLUTION APPROVING THE 2024-2025 CONTRACT WITH
KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF
\$1,385,118.00 FOR GROUP HEALTH INSURANCE**

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

Section 1. The City Council hereby approves the contract with Kaiser Permanente for
Group Health Insurance in the estimated amount of \$1,385,118.00 for the plan year July 1, 2024
– June 30, 2025.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2024-2025 Health Insurance Proposal

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

Motion to Approve Resolution 37-2024, A Resolution Approving the 2024-2025 Contract with Kaiser Permanente in the Estimated Amount of \$1,385,118.00 for Group Health Insurance.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Kaiser Permanente (KP) presented a quote for health care coverage for the 2023-2024 plan year with a rate increase of 24.44% with no changes to the current plan design. The City budgeted a 15% annual increase for medical coverage based on KP estimates for their rate cap. The current population determines the basis of the quote.

Current employer HSA/457 contributions will remain in place for the new plan year. The spousal surcharge/incentive programs will also continue.

KP cited the following reasons for the dramatic increase in premiums:

- The policy includes the state-mandated fertility benefit;
- Medical loss ratio: 139.4% (the goal is not to exceed 85% loss which leaves 15% for administrative costs);
- In the current plan, claimants exceeding \$25,000 increased 62.5% from last year;
- Overall Total Paid Claims have increased 88.23% year-over-year; and
- The number of individuals on the plan of childbearing age.

While KP's recent strike settlement (October 2023) with a coalition of unions was not mentioned as a contributing faction in the premium increase, we know that the tentative agreement included a 21% wage increase over four years, new minimum wages (\$23 in Colorado) and a redesigned Performance Sharing Plan. In addition, KP projects a 10% increase in overall medical costs across the board.

The City has received the following rate increases from KP over the past four years:

2020-2021	6.90%
2021-2022	5.78%
2022-2023	0.00%
2023-2024	1.70%

KP calculates that five-year sold average, including this renewal increase, is 7.86% annual increase.

AGENDA DATE:

April 24, 2023

FUNDING SOURCE:

Department Specific Group Health Insurance Line Item
(xxx-xxxx-xxx-21-00)

WORKSHOP DATE:

November 8, 2023

STAFF PERSON RESPONSIBLE:

Melissa Greiner
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED:

N/A

RECORD:

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

☐ Yes ☒ N/A

SUBMITTED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

RESOLUTION 38-2024
A RESOLUTION
APPROVING THE 2024-2025
CONTRACT WITH DELTA
DENTAL IN THE
ESTIMATED AMOUNT OF
\$138,780.00 FOR GROUP
DENTAL INSURANCE

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

Resolution No. 38-2024

**TITLE: A RESOLUTION APPROVING THE 2024-2025 CONTRACT WITH
DELTA DENTAL IN THE ESTIMATED AMOUNT OF \$138,780.00 FOR
GROUP DENTAL INSURANCE**

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

Section 1. The City Council hereby approves the contract with Delta Dental for
Dental Insurance in the estimated amount of \$138,780.00 for the plan year July 1, 2024 – June
30, 2025.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2024-2025 Dental Insurance Proposal

RECOMMENDATION:

Motion to Approve Resolution 38-2024, A Resolution Approving the 2023-2024 Contract with Delta Dental in the Estimated Amount of \$138,780.00 for Group Dental Insurance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Delta Dental presented a renewal increase of 2.7% for the City's 2024-2025 benefit plan year with no change to the current plan design. The City received a rate increase of 7.0% for the 2023-2024 plan year. The current enrollment population determines the estimated annual cost.

Staff recommends approval of the Delta Dental proposed rate increase. Staff budgeted for a 10% annual increase in the premium.

AGENDA DATE: April 24, 2024

FUNDING SOURCE: Department Specific Group Health Insurance Line Item
(xxx-xxxx-xxx-21-00)

BUDGET WORK SESSION DATE: November 8, 2023

STAFF PERSON RESPONSIBLE: Melissa Greiner
City Clerk/Administrative Services Director

RECORD: []Yes [X]No

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

SUBMITTED BY:



Melissa Greiner
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

RESOLUTION 39-2024
A RESOLUTION
APPROVING AMENDMENT
NO. 2 TO THE
CONSTRUCTION
MANAGER/GENERAL
CONTRACTOR
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND WCG
CONSTRUCTION FOR THE
RESIDENTIAL
REHABILITATION
PROGRAM PROJECT AT 121
MERCHANT STREET IN AN
AMOUNT NOT TO EXCEED
\$1,527,160.00

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

Resolution No. 39-2024

**TITLE: A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE
CONSTRUCTION MANAGER/GENERAL CONTRACTOR
AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND WCG
CONSTRUCTION FOR THE RESIDENTIAL REHABILITATION
PROGRAM PROJECT AT 121 MARCHANT STREET IN AN AMOUNT
NOT TO EXCEED \$1,527,160.00**

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

Section 1. The City Council hereby approves Amendment No. 2 to the Construction
Manager/General Contractor Agreement between the City of Black Hawk and WCG Construction
for the Residential Rehabilitation Program Project at 121 Marchant Street in an amount not to
exceed One Million Five Hundred Twenty-Seven Thousand One Hundred and Sixty Dollars
(\$1,527,160.00), and the Mayor is authorized to execute the Agreement on behalf of the City.

Section 2. For purposes of differentiating between the Preservation Easement and the
Grant Rehabilitation, the City hereby determines to allocate Nine Hundred Eighty-Two Thousand
Eight Hundred Ninety-Seven Dollars (\$982,897.00) to the Preservation Easement, Five Hundred
Twenty-One Thousand Eight Hundred Twenty-Eight Dollars (\$521,828.00) to the Grant
Rehabilitation, of which Twenty-Two Thousand Four Hundred Thirty-Five Dollars (\$22,435.00)
is being paid directly by the Branecki Family Limited Liability Company LLC to the
Homeowner's Escrow Account.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a Resolution approving Amendment No. 2 to the Construction Manager/General Contractor Agreement between the **City of Black Hawk and WCG Construction** for the residential rehabilitation at 121 Marchant Street. On March 6, 2024, White Construction Group rebranded as WCG Construction under Prime Contract Change Order #005: Contractor Name Change.

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

MOTION TO APPROVE RESOLUTION NO. 39-2024 – a Resolution approving Amendment No. 2 to the Construction Manager/General Contractor Agreement between the **City of Black Hawk and WCG Construction** for the residential rehabilitation project at 121 Marchant Street in an amount not to exceed **\$1,527,160.00**.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black entered into a contract with WCG Construction on October 26, 2022, Resolution 65-2022, to provide preconstruction and construction services necessary to complete the residential rehabilitation program on two (2) historic residential homes located at 187 Clear Creek Street and 121 Marchant Street.

The City of Black Hawk intended to perform the complete rehabilitation of these two (2) residential historic homes concurrently. Because both properties tested positive for environmental hazards, the rehabilitation of the properties together was not possible; instead, they were performed separately. Community Planning and Development anticipates issuing the certificate of occupancy for 187 Clear Creek by April 30, 2024.

WCG Construction performed to the City's expectations in the design phase of 121 Marchant Street, so Staff is returning with a recommendation to approve Amendment No. 2 to the Construction Manager/General Contractor Agreement between the **City of Black Hawk and WCG Construction** for the residential rehabilitation project at 121 Marchant Street in an amount not to exceed **\$1,527,160.00, which breaks down to Homeowner Escrow \$22,435.00, Historic Preservation at \$982,897.00 and Grant Rehabilitation at \$521,828.00**

AGENDA DATE: April 24, 2024

WORKSHOP DATE: N/A

FUNDING SOURCE: 305-3101-4317570
Residential Restoration Program

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED:

1. Resolution 39-2024
2. Construction Manager/General Contractor Agreement Amendment No. 2
3. Exhibits A Thru S

RECORD:

[] Yes [X] No

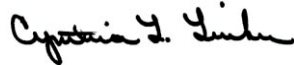
CoBH CERTIFICATE OF INSURANCE REQUIRED

[X] Yes [] No **ON FILE**

CITY ATTORNEY REVIEW:

[X] Yes [] N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

**AMENDMENT NO. 2
ACCEPTANCE OF THE GUARANTEED MAXIMUM PRICE**

**CITY OF BLACK HAWK
121 MARCHANT STREET REHABILITATION**

APRIL 24, 2024

This **SECOND AMENDMENT** to the **Construction Manager/General Contractor Agreement, dated October 26, 2022** (the “Agreement”) between the **City of Black Hawk (City)**, **WCG Construction (Contractor)** , and the **BranECKi Family Limited Liability Company LLC (Owner)**. On March 6, 2024, White Construction Group rebranded as WCG Construction under Prime Contract Change Order #005: Contractor Name Change. This Second Amendment shall establish the jointly agreed Scope of Work, Project Schedule, and Guaranteed Maximum Price for 121 Marchant Street in accordance with the terms of the Agreement. Terms capitalized in this document are specifically defined in the Agreement and in the Contract Documents incorporated therein.

ARTICLE 1 - GENERAL PROVISIONS AND SERVICES

- A. **SCOPE OF WORK.** The Contractor shall commence and fully complete the preconstruction and construction of the **Residential Rehabilitation Program** project, described in the **amended Exhibit A**, which is attached hereto and made a part hereof (“Project”).
- B. **SUBCONTRACTORS.** The Contractor shall retain Subcontractors at the Contractor’s expense as necessary to complete the Work.
- C. **GUARANTEED MAXIMUM PRICE EXTERIOR / INTERIOR.** The Guaranteed Maximum Price for the Scope of Work for the Rehabilitation Project at 121 Marchant Street, including the previously approved preconstruction fee, is reflected below, which is the maximum amount payable for the performance of the 121 Marchant Street Scope of Work in accordance with the Contract Documents, including this Amendment and as described in **Exhibits B thru S**, which is attached hereto and made a part hereof (Project”):

Total Sum - One Million Five Hundred Twenty-Seven Thousand One Hundred Sixty Dollars (\$1,527,160.00)

Property Owner Escrow	\$ 22,435.00
Historic Preservation - Exterior Renovation Breakdown:	\$982,897.00
Rehabilitation Grant - Interior Reconstruction Breakdown:	\$521,828.00

- D. **CONSTRUCTION CONTRACT TIME.** The date of Substantial Completion for the 121 Marchant Street Residential Rehabilitation Work established by this Amendment is **January 22 , 2025.**

E. **AUTHORIZATION TO PROCEED.** Based on the representations made herein, the CMGC is hereby authorized to:

- 1) Conclude negotiations with bidders and notify the City and the Owner of the intent to award subcontracts in accordance with the Agreement;
- 2) Commence construction in accordance with the Agreement, pending procurement of required insurance and bonds.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe to the same.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

**CONTRACTOR
WCG CONSTRUCTION**

BY: _____
Chris Haugen, President/CEO
WCG Construction

DATE: _____

**PROPERTY OWNER
121 MARCHANT STREET**

**BRANECKI FAMILY LIMITED LIABILITY
COMPANY LLC**

BY: _____

NAME: Dixie Lovingier

TITLE: LLC Representative

DATE: _____

EXHIBIT A

GENERAL SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK

The City of Black Hawk amends this Scope of Work to reflect its intent to complete the final construction phase for the exterior renovation and interior reconstruction of 121 Marchant Street as described below:

- A. On March 6, 2024, White Construction Group rebranded as WCG Construction under Prime Contract Change Order #005: Contractor Name Change.
- B. The Contractor, City, and Property Owners entered into a Construction Manager/General Contractor Agreement dated October 26, 2022, and subsequent amendments which assumed performing a complete rehabilitation of two (2) residential historic homes concurrently, 187 Clear Creek Street and 121 Marchant, for professional services during the design, construction, and warranty periods.
- C. The City shall oversee the work performed under the contract and amendments.
- D. Upon approval by the City Council, the construction start date shall be April 25, 2024, with regular working hours and no night or weekend hours.
- E. The City shall issue the Notice to Proceed no later than April 25, 2024.
- F. The City contracted with PEH Architects, Inc. to perform the required design work.
- G. The Contractor shall provide construction services for the complete exterior renovation, interior reconstruction, and associated site, utility, and retaining wall construction per the Issue for Construction Drawings and Project Manual prepared by PEH Architects, Inc., dated January 22, 2024, and the Contractor prepared Proposal Clarifications, Qualifications, and Allowances, the Proposal Scope of Work, and Proposed Project Schedule.
- H. The Contractor shall receive at least two or three bids for each bid tab category.
- I. The Contractor shall replace all utility service lines from their respective mains to the residence.
- J. The Contractor shall coordinate with all utility providers for final utility connections.
- K. The City shall coordinate all additional construction surveying, hazardous material testing, abatement, and mitigation services required for project completion.
- L. The Property Owner shall furnish and deliver all residential appliances, including a refrigerator, microwave, electric oven/range, dishwasher, washer, and dryer. The Contractor shall unbox and provide installation only.
- M. The Property Owner shall inspect the appliances upon delivery. The Contractor and the City are not responsible for appliance damage during delivery.
- N. The Contractor shall provide and install a garbage disposal.
- O. The City shall coordinate the post-system testing of the radon mitigation system.
- P. The Contractor provides conduits for future Tele/Data services. The Property Owner coordinates the new service with the service provider(s).
- Q. The Contractor provides a two-year workmanship warranty upon substantial completion.
- R. The City, Contractor, and Property Owner attend weekly construction meetings, preferably in-person or through the Microsoft Teams Video Conferencing program. The Contractor organizes, runs the sessions, and maintains the meeting minutes.

EXHIBIT B

BASE BID SUMMARY

121 Marchant

121 Marchant, Black Hawk, CO 80422
4/12/2024



Base Bid Summary											
Bid Tab #	Division ID	Bid Tab Name/Description		121 Marchant	Cost per GSF	% of Total	Subcontractor	Home Owner Escrow	Preservation Easement	Rehabilitation Grant	Notes
1	Tab ID 1	General Requirements		\$ 175,872	\$ 239.61	11.52%	WCG GR	\$ 1,751	\$ 116,661	\$ 57,460	
2	Tab ID 2	Final Cleaning		\$ 1,560	\$ 2.37	0.10%	WCG			\$ 1,560	
3	Tab ID 3	Construction Surveying		\$ -	\$ 15.42	0.00%	By Owner		\$ -		
4	Tab ID 4	Demolition/Dismantling/Shoring		\$ 62,982	\$ 85.81	4.12%	CHC / Waco	\$ 1,729	\$ 61,253		
5	Tab ID 5	Concrete		\$ 139,411	\$ 189.93	9.13%	Van Matre	\$ 3,844	\$ 135,567		
6	Tab ID 6	Masonry and Rock Wall		\$ 54,801	\$ 27.29	3.59%	Rock & Co		\$ 54,801		
7	Tab ID 7	Metal Fabrications		\$ 37,940	\$ 20.20	2.48%	Fab Industries		\$ 37,940		
8	Tab ID 8	Rough Carpentry and Siding		\$ 65,826	\$ 89.68	4.31%	Western Custom Builders	\$ 1,318	\$ 61,186	\$ 3,322	
9	Tab ID 9	Finished Carpentry		\$ 16,933	\$ 34.10	1.11%	WCG	\$ 715		\$ 16,218	
10	Tab ID 10	Damp and Waterproofing		\$ 17,536	\$ 4.38	1.15%	Alpha		\$ 17,536		
11	Tab ID 11	Thermal Insulation		\$ 22,637	\$ 25.09	1.48%	USI / RG	\$ 933	\$ 21,704		
13	Tab ID 13	Roofing		\$ 20,400	\$ 20.39	1.34%	Western Custom Builders		\$ 20,400		
14	Tab ID 14	Joint Sealants		\$ 6,990	\$ 8.21	0.46%	Alpha	\$ 295	\$ 6,695		
15	Tab ID 15	Doors, Frames and Hardware		\$ 23,744	\$ 31.59	1.55%	WCG			\$ 23,744	
16	Tab ID 16	Windows & Glazing		\$ 19,806	\$ 26.98	1.30%	Signature Windows		\$ 19,806		
17	Tab ID 17	Gypsum Board		\$ 20,500	\$ 20.39	1.34%	Taxco	\$ 866		\$ 19,634	
18	Tab ID 18	Flooring and Tile		\$ 22,279	\$ 33.47	1.46%	Lissome Interiors	\$ 941		\$ 21,338	
19	Tab ID 19	Painting		\$ 9,639	\$ 38.38	0.63%	Contemporary Painting	\$ 407		\$ 9,232	
20	Tab ID 20	Specialties		\$ 5,065	\$ 6.20	0.33%	Dynamic Specialties			\$ 5,065	
21	Tab ID 21	Residential Appliances		\$ 3,485	\$ 4.75	0.23%	WCG			\$ 3,485	
22	Tab ID 22	Residential Cabinets and Countertops		\$ 37,988	\$ 54.45	2.49%	Front Range / R Homes			\$ 37,988	
24	Tab ID 24	Plumbing		\$ 27,732	\$ 50.40	1.82%	The Way Plumbing			\$ 27,732	
25	Tab ID 25	HVAC		\$ 60,656	\$ 49.19	3.97%	Ace	\$ 2,562		\$ 58,094	
26	Tab ID 26	Electrical		\$ 36,662	\$ 37.76	2.40%	CNC	\$ 1,548		\$ 35,114	
27	Tab ID 27	Earthwork		\$ -	\$ -	0.00%	W/ Concrete		\$ -		Included with Concrete
28	Tab ID 28	Erosion Control		\$ 10,417	\$ 8.01	0.68%	WCG		\$ 10,417		
29	Tab ID 29	Site Concrete		\$ 30,900	\$ 42.10	2.02%	Van Matre		\$ 30,900		
30	Tab ID 30	Landscaping and Irrigation		\$ 4,904	\$ 6.68	0.32%	WCG		\$ 4,904		
31	Tab ID 31	Site Utilities		\$ 59,386	\$ 78.67	3.89%	SWI Excavating		\$ 59,386		
32	Tab ID 32	Asphalt Paving		\$ 1,500	\$ 2.04	0.10%	Allowance		\$ 1,500		Included with Utilities
33	Tab ID 33	Radon Systems		\$ 2,978	\$ 4.15	0.20%	5280 Radon		\$ 2,978		
34	Tab ID 34	Neighboring Easement Allowance		\$ 16,500	\$ 22.48	1.08%	WCG		\$ 16,500		Allowance
Subtotal Direct Costs				\$ 1,017,028	\$ 1,385.60	66.60%		\$ 16,909	\$ 680,133	\$ 319,986	
General Conditions - Weather Days (5 total)				\$ 7,359	\$ 10.03	0.48%			\$ 4,415	\$ 2,944	
General Conditions				\$ 285,000	\$ 388.28	18.66%		\$ 2,834	\$ 169,300	\$ 112,866	Per precon. agreement
General Liability Insurance				1.00% \$ 15,272	\$ 20.81	1.0%		\$ 152	\$ 9,072	\$ 6,048	
Builders Risk Insurance				0.90% \$ 13,744	\$ 18.73	0.9%		\$ 136	\$ 8,165	\$ 5,443	
Protective Liability & Property Damage Insurance				0.50% \$ 7,636	\$ 10.40	0.5%		\$ 76	\$ 4,536	\$ 3,024	
Building Permit & Plan Fee				0.00% \$ -	\$ -	0.0%					
Use Tax - 40% of Total				0.00% \$ -	\$ -	0.0%					
Payment & Performance Bonds				1.50% \$ 22,907	\$ 31.21	1.5%		\$ 227	\$ 13,608	\$ 9,072	
Project Software - Procore, Buildr				0.40% \$ 6,109	\$ 8.32	0.4%		\$ 61	\$ 3,629	\$ 2,419	
2-year Warranty Reserve				0.60% \$ 9,163	\$ 12.48	0.6%		\$ 91	\$ 5,443	\$ 3,629	
Subtotal w/ Markups				\$ 1,384,218	\$ 1,885.86	90.64%		\$ 20,486	\$ 898,301	\$ 465,431	
Design Contingency				0.00% \$ -	\$ -	0.0%					
Construction Contingency				2.00% \$ 30,543	\$ 41.61	2.0%		\$ 410	\$ 18,080	\$ 12,053	
Escalation Contingency				0.00% \$ -	\$ -	0.0%					
Total Direct Cost				\$ 1,414,761	\$ 1,927.47	92.64%		\$ 20,896	\$ 916,381	\$ 477,484	
Warranty Reserve				0.30% \$ -	\$ -	0.00%					
Home Office Overhead				5.52% \$ 84,299	\$ 114.85	5.52%		\$ 1,154	\$ 49,887	\$ 33,258	Per precon. agreement percentages
Home Office Profit				1.84% \$ 28,100	\$ 38.28	1.84%		\$ 385	\$ 16,629	\$ 11,086	Per precon. agreement percentages
CONSTRUCTION GRAND TOTAL				\$ 1,527,160	\$ 2,080.60	100.00%		\$ 22,435	\$ 982,897	\$ 521,828	

EXHIBIT C

PROPOSAL CLARIFICATIONS, QUALIFICATIONS AND ALLOWANCES

PROPOSAL CLARIFICATIONS, QUALIFICATIONS & ALLOWANCES

HISTORIC RENOVATION

121 Marchant St, Black Hawk, CO

City of Black Hawk

April 5, 2024

General Project Clarifications

1. This proposal is based off the "Issue for Construction" Drawings prepared by PEH Architects, dated 01/22/24 and Project Manual prepared by PEH Architects dated 01/22/24. No other documentation or drawing set has been incorporated into this proposal.
2. General Conditions and fees apply to only 121 Marchant, Black Hawk. The Preconstruction agreement assumed performing a complete rehabilitation of two (2) residential historic homes concurrently.
3. General conditions & General Requirements are included based on a construction schedule start date of April 25, 2024 with normal working hours. No night or weekend hours have been included.
4. This proposal is based on a Notice to Proceed not later than April 25, 2024.
5. The following cost items are specifically included in this proposal:
 - a. General Liability Insurance 1.0% of GMP
 - b. Builder's Risk Insurance 0.90% of GMP
 - c. Protective Liability & Property Damage Insurance 0.50% of GMP
 - d. Payment and Performance Bonds 1.50% of GMP
 - e. Project Software 0.40% of GMP
 - f. Warranty Reserve 0.60% of GMP
 - g. Construction Contingency: 2.0% of GMP
 - h. Home Office Overhead 5.52% of GMP
 - i. Home Office Profit 1.84% of GMP
 - j. Allowances per enclosed schedule
6. Payment terms are net 20 days.
7. The following fees are excluded:
 - a. City imposed impact fees.
 - b. ASI modification permit resubmittal fees.
 - c. Construction materials testing & inspections (3rd party testing for steel, firestopping, etc.).
 - d. Design & engineering fees and services, including ADA consultancy fees.
 - e. Costs for any third-party and post-construction verification surveys, i.e., ALTA and/or As-builts.
8. A 2-year workmanship warranty is included.
9. Overtime and/or accelerated schedules are excluded.
10. Price escalation and global supply chain delays are excluded.
11. We assumed that a space will be provided by the City of Black Hawk, at no cost, within reasonable distance to the construction site. This space will be used by WCG and subcontractors for parking, construction trailer, material storage, dumpster, porta potty and any other use needed for this project throughout the duration of this project.
12. No onsite security is included.
13. WCG has included a total of 5 weather days. If not used, general condition cost for these days to be returned to the City of Black Hawk.
14. All front-end work including shut-off of utilities is assumed to be by others and to be completed prior to assumed construction commencement. If all work is not completed prior to the notice to proceed, the City of Black Hawk is subject to delays and cost impact.

PROPOSAL QUALIFICATIONS & CLARIFICATIONS

15. To meet the schedule on this project, it is necessary that the architect review and approve submittals within 10 working days of the day of submittal. WCG is to draft a submittal schedule within 90 days after the award of the contract. RFI's will be answered within 7 working days. For submittals deemed by WCG to be large packages, 7 working days may be added.
16. If any material becomes unavailable at any point during construction due to procurement, WCG reserves the right to recoup any cost incurred due to alternate material selection. Contingency not to be used.
17. Handling and storage of owner's materials and antiques are excluded.

CSI Division 02 Existing Conditions

18. We have not include the removal of any lead paint. Any and all other abatement and hazardous material remediation has not been included. If additional abatement is required, we assume this is to be by City of Black Hawk prior to WCG commencement.
19. We have assumed all existing concrete flatwork to be 6" thick, or less, all existing concrete foundation walls to be 8" thick, or less and all existing concrete footings to be 10" x 24", or less.
20. WCG excludes recycling.
21. We have not included any removal of contaminated or trashy soil.
22. We have not included an improvement survey plat. If desired, a proposal can be provided as an add alternative cost.
23. We have not included any bedrock excavation regarding any utility scope of work.
24. All survey costs to be provided by the City of Black Hawk.

CSI Division 03 Concrete

25. Excavation for all spread footings at foundation walls and interior footings has been included to the lesser of encountered bedrock or 4' depth max. If bedrock is found to be deeper than 4' additional costs may be incurred, at a rate of \$1,200/CY, direct cost only.
26. We have assumed that excavation needed for the crawl space is to be 30" deep. If the excavation is deeper additional costs may be incurred.

CSI Division 05 Metals

27. Powder coating in a standard color has been included for the ornamental metal guardrail, metal wire site fence and gate.

CSI Division 07 Thermal

28. The waterproofing membrane included between earth/bedrock and the new poured retaining calls is assumed to be 6 mil poly sheeting.

CSI Division 08 Openings

29. Residential windows included as Marvin with a 0.33 U-Factor, LCPG50 and DP rating of +50/-50.

CSI Division 09 Finishes

30. All gypsum board included with a level 4 finish with a knockdown texture.
31. LVP has been included as Casabella AquaProof with a Hemlock color as Home Depot Distressed Wood 6mil click and lock Life Proof #1003531631 has been discontinued. This has been included as an allowance of \$8,035.

CSI Division 11 Residential Appliances

32. All residential appliances (washer, dryer, refrigerator, microwave, electric oven/range, and dishwasher) will be furnished and delivered by owner. WCG will provide installation only.
33. The home owner is responsible for inspection of appliances upon delivery. WCG is not responsible for any damage to appliances upon delivery.

PROPOSAL QUALIFICATIONS & CLARIFICATIONS

CSI Division 15 Mechanical

- 34. We have included a State Boiler in lieu of A.O. Smith.

CSI Division 15 Fire Suppression

- 35. No fire suppression scope included.

CSI Division 26 Electrical

- 36. Telephone and CATV scope by others.
- 37. Doorbell scope by others
- 38. Emergency alarm system scope by others

CSI Division 31 Radon Mitigation

- 39. Sub-membrane depressurization system (active) included with a Soil Gas Collection (SGC) matting system installed within the crawlspace.
- 40. 15 mil vapor barrier, chemically sealed and seam taped included.
- 41. Pre system and post system testing is required for the radon system, we anticipate this to be arranged and coordinated by the City of Black Hawk.

CSI Division 32 Exterior Improvements

- 42. WCG will provide seeding only at disturbed areas. No other landscaping included.
- 43. WCG has included an allowance for repaving asphalt paving up to 20 SY at \$75/SY.

Allowances

These allowances are for material and labor only (unless otherwise noted). They do not include markups such as fee/insurance/etc.

1. Weather temporary protection	\$5,000
2. Electric Consumption Fees	\$2,325
3. Gas/Heating Consumption Fees	\$6,200
4. Dry utility demolition Fees	\$6,000
5. LVP flooring	\$8,035
6. Temporary irrigation (2 months included)	\$1,000
7. Asphalt paving – neighboring property / staging	\$1,500
8. 111 Marchant Easement Repair	\$16,500

EXHIBIT D

PROPOSAL SCOPE OF WORK

PROPOSAL SCOPE OF WORK

HISTORIC RENOVATION

121 Marchant St, Black Hawk, CO

City of Black Hawk

April 5, 2024

Bid Tab 1: General Requirements

1. Jobsite Plan Set - \$500
2. Photographic Documentation: Pre-Construction Photographs, Periodic Construction Photographs, Final Completion Photographs - \$1,950
3. Travel: WCG vehicles, fuel, oil - \$19,829
4. Communications: Telephone/Cell Phone, Staff Computer, I.T. Services - \$6,739
5. Office Trailer rental: Office Trailer Furniture - Chairs, Tables, Mobilization & Demobilization - \$18,575
6. Office Supplies & Equipment: Copy Machine / Printer, File Cabinets, Postage & Courier Services, Paper, Pens, Pencils, Markers, Paper Clips, Binders – \$1,148
7. Project signage - \$1,300
8. Utility Consumption: Electric and Gas/ Heat Consumption Fees Allowance, Water Consumption Hauling only water provided by City of Black Hawk - \$18,755
9. Temporary Sanitary Facilities: Temporary Toilets, Dumpster Rental/Pick Up Fees, Trash and Recycling Trip Charges, Fuel Surcharge - \$16,905
10. Adverse Conditions: Temporary Protection (Blankets, Tarys, Dry-in) Allowance, Snow Removal Services (Shoveling) - \$7,500
11. Housekeeping: Protection for Finishes (cabinets, floors, etc), Weekly Cleaning (trash bags, brooms, dusters, vacuum) - \$1,671
12. Safety Equipment & Training: Safety Orientation, English - Req. Each Month of Project, Safety Orientation, Spanish - Req. Each Month of Project, Required PPE & Employee Protection - Safety Vests, Hard Hat, Glasses, Ear Plugs, Gloves, Wipes - Req. for WCG Employee(s), Fire Extinguishers, First Aid Kits, Drinking Water & Ice - \$3,326
13. Construction Fencing: Rental, Installation and Removal - \$5,873
14. Small Tools, Consumables, Equipment - \$8,400
15. Storage Conex Rental, Mobilization and Demobilization - \$930
16. Generator Rental and Gas - \$25,604
17. Skid Steer/Bobcat Rental throughout duration of project - \$36,867

Bid Tab 2: Final Cleaning

18. Final Clean of project site, inside and outside, for move in ready. Includes windows, floors, countertops, cabinets, and fixtures. This is anticipated to be self performed: 16 hours at \$65/hr and an additional \$520 in materials.

Bid Tab 3: Construction Surveying

19. To be provided by the City of Black Hawk.

Bid Tab 4: Demolition

20. WCG to dismantle south and west wall.
21. Interior demolition: removal of electrical, phone wiring, fixtures, plumbing piping, chimney brick

PROPOSAL SCOPE OF WORK

22. Exterior demolition: removal of concrete step, walkway, dry stack wall.

Bid Tab 5: Concrete

23. Footings, Foundation & Curb
 - a. F2.0
 - b. F18
 - c. F24
 - d. F30
 - e. F42
 - f. 8" Concrete stem wall
 - g. 6" concrete curb
 - h. Micropiles
 - i. Holddowns at shear walls
24. Exterior flatwork demo, export, digging, gravel import, drain/gutter piping installation, concrete pour
25. Crawl space gravel and final grading, by hand
26. Eco Pans, initial Erosion Control

Bid Tab 6: Masonry

27. Replacement of removed dry stack stone
28. Retaining wall: including excavation of 3' to subgrade
29. Repair chimney at top of roof

Bid Tab 7: Metal Fabrications

30. Furnish and install powder coated ornamental metal guardrail and gate
31. Furnish and install metal wire site fencing, left to rust.
32. Lintel frame under chimney walls

Bid Tab 8: Rough Carpentry and Siding

33. Roof Framing:
 - a. Hip Truss about 20 ft each
 - b. Girder Truss about 23 ft each
 - c. Roof Truss at 24" OC w/attic loading on bottom chord
 - d. Mono-Trusses at 24" OC
 - e. (3) 5-1/2 lvl
 - f. (2) 5-1/2 lvl
 - g. (2) 9-1/2 lvl
 - h. (2) 2x8 header
 - i. (2) 2x8 header
 - j. 2X8 Rafters
 - k. 2X6 Rafters
 - l. Attic Access opening
 - m. Gutters
34. Attic/Ceiling framing:
 - a. Plywood sheathing on attic joists slot at taller LVL beams
35. 1st Floor framing:
 - a. Provide holdowns at the end of shearwalls: HDU8-SDS2.5 with PAB 7/8" dia. Threaded anchor cast into concrete w/9" embed at special shearwall ends and STHD10 Strap-ties elsewhere.
 - b. 2x10 Floor joists at 16" over crawl space 631sf
 - c. (3) 2x10 continuous dropped 9ft long
 - d. (2) 2x10
 - e. (3) 9-1/4" LVL 12ft long

PROPOSAL SCOPE OF WORK

- f. 6x6 below
 - g. Treated (2) 2x6 strut anchored to concrete foundation wall
 - h. Floor F1.0 : New 3/4" tongue and groove OSB over joists
36. Walls:
- a. W1.0: Specified siding over building paper over wall sheathing over (E) studs to be sistered w/ 1/2" furring channel. Infill w/ OSB sheathing for flush finish?
 - b. Re-use salvaged walls in west and south walls
 - c. Interior walls 2x4 @16" oc w/ 1/2" GWB ea side (Height 10'-1")
 - d. Kitchen island kneewall
 - e. Misc Furring to align with adjacent surfaces
 - f. Window install
37. Porch/deck:
- a. Ceiling C2.0: 3/8"X6" T+G V-Groove board over (E) or (N) ceiling joists. (At porch)
 - b. Custom 6x6 porch columns
38. Siding & Trim
39. Flashings allowance
40. Blocking, hangers

Bid Tab 9: Finished Carpentry

- 41. Furnish and install interior trim, baseboard and case (window and door)
- 42. Finish carpentry to be self-performed: \$112 hours at \$65/hr (\$7,280 in labor) and an additional \$5,420 in materials.

Bid Tab 10: Damp and Waterproofing

- 43. 2 coats of asphaltic water proofing over concrete foundation
- 44. Sika pre applied waterproofing

Bid Tab 11: Thermal Insulation

- 45. Roof insulation: spray foam insulation R-60
- 46. Exterior wall W1.0 insulation: spray foam insulation R-30
- 47. Foundation wall W2.0 insulation: R-19 spray foam insulation. Fill all joist pockets w/R-30 spray foam
- 48. Crawl Space: Extend R-19 spray foam insulation 24" horizontal into crawl space.

Bid Tab 13: Roofing

- 49. Asphalt shingles over ice and water shield.
- 50. Shingle drip edge
- 51. New gutters and downspouts
- 52. Sheetmetal flashing/counterflashing

Bid Tab 14: Joint Sealants

- 53. Silicone sealants at exterior door frames, window frames to exterior veneer, exterior veneer to soffit

Bid Tab 15: Doors, Frames and Hardware

- 54. Furnish and install:
- 55. Garage doors and frame (2)
- 56. Interior pocket doors and frame (5)
- 57. Front door and frame with glazing (1)
- 58. Door hardware
- 59. WCG to self perform this scope: 160 hours at \$65/hr (\$10,400 in labor) and an additional \$12,000 in materials.

Bid Tab 16: Windows & Glazing

PROPOSAL SCOPE OF WORK

- 60. New Alum Clad Wood Windows Double Hung Furnish: Windows A, B, C, E, F
- 61. Window type G at shower – aluminum
- 62. Site build custom window – type H
- 63. Window Installation

Bid Tab 17: Gypsum Board

- 64. 1/2" gypsum board walls
- 65. 1/2" gypsum board ceiling
- 66. 1/2" moisture resistant gypsum board in wet locations
- 67. 1/2" cement board
- 68. Knockdown finish throughout

Bid Tab 18: Flooring and Tile

- 69. Prefinished LVP flooring throughout house
- 70. Detail for floor attic access door
- 71. Floor accessories, nails, glue, trim
- 72. Tile floor in bathrooms
- 73. Tile walls in shower
- 74. Shower bench
- 75. Shower Shelves / niche
- 76. Schluter trim
- 77. All finishes according to plans and specifications.

Bid Tab 19: Paint

- 78. Exterior Paint:
 - a. Paint exterior siding
 - b. Strip and repaint 2 existing doors
 - c. Paint all exterior doors
 - d. Field staining cedar deck and stairs
- 79. Interior Paint
 - a. Paint interior walls and ceilings / trim for doors windows and baseboard
 - b. Caulk baseboard and trim

Bid Tab 20: Specialties

- 80. Bathroom towel hangers
- 81. Bathroom mirror/medicine cabinet
- 82. Shower rod
- 83. Bathroom robe hook
- 84. House Numbers
- 85. Attic Ladder
- 86. Door stops

Bid Tab 21: Residential Appliances

- 87. Owner to furnish and deliver the Washer, Dryer, Refrigerator, Electric range/oven, Microwave, Dishwasher
- 88. WCG will unbox and install owner provided appliances
- 89. WCG will furnish and install food disposal

Bid Tab 22: Residential Cabinets and Countertops

- 90. Kitchen base and wall cabinets – as selected and provided in the plans / specifications.
- 91. Bathroom vanity
- 92. Powder room vanity

PROPOSAL SCOPE OF WORK

- 93. Laundry wall cabinetry
- 94. Cabinet above toilet
- 95. Cabinet Hardware
- 96. Kitchen countertop and edge profile
- 97. Kitchen Backsplash to be same material as countertop and to fill space between base cabinet and wall cabinet
- 98. Bathroom vanity top and backsplash
- 99. Powder room top and backsplash
- 100. Cabinets above closets

Bid Tab 24: Plumbing

- 101. Plumbing rough: All hot and water lines inside the house
- 102. Natural gas rough: all gas lines inside the house
- 103. Plumbing Fixtures (as selected and provided in the plans and specifications):
 - a. Tub/Shower fixture - Delta
 - b. Bathroom faucet - Delta
 - c. Bathroom sink - Kohler
 - d. Toilet - Kohler
 - e. Kitchen sink - Blanco
 - f. Kitchen faucet - Delta
 - g. Washing machine box
 - h. Ice maker outlet box
 - i. Provide air admittance valve in kitchen island
 - j. Backflow preventer
 - k. Floor Drain
 - l. Cleanout
 - m. Freeze proof hose bib
- 104. Plumbing equipment:
 - a. Expansion tanks ET-1, ET-2
 - b. Boiler in HVAC but it also works to heat water
- 105. Pipe insulation

Bid Tab 25: HVAC

- 106. HVAC Rough (as selected and provided in the plans and specifications)
- 107. HVAC Trim (as selected and provided in the plans and specifications)
- 108. Boiler B-1, route combustion and flue vents through roof. Vent piping to be CPVC, polypropylene or stainless steel
- 109. P-1 Boiler pump
- 110. P-2 Heating circulation
- 111. TSH-1 Toe space heaters (Located in cabinetry toe kick space)
- 112. FTR-1 Finned tube radiation w/covers
- 113. FTR-2 Finned tube radiation w/covers
- 114. FTR-3 Finned tube radiation w/covers
- 115. FTR-4 Finned tube radiation w/covers
- 116. Bathroom exhaust fans EF-1
- 117. Crawl space exhaust fan EF-3. Route 4" PVC exhaust ducts up to roof level. Provide rain caps.
- 118. Thermostats to have direct 24v power with battery backup. Honeywell TH2110D. Provide 24v 150VA transformer in utility room.
- 119. 6"x6" floor register (Reggio register cast iron) paint interior black
- 120. Dryer exhaust into recessed dryer duct box and then through roof.
- 121. Duct exhaust from micro hood to exterior, provide wall cap.

PROPOSAL SCOPE OF WORK

Bid Tab 26: Electric

- 122. Electrical rough
- 123. Electrical trim
- 124. Panel A F2, 200A
- 125. Outlets and Switches
- 126. Smoke Detectors
- 127. Light Fixtures furnish and install per plans
- 128. Ceiling Fans furnish and install per plans
- 129. Electrical wiring for all required plumbing and HVAC equipment
- 130. Telephone and CATV by others
- 131. Doorbell by others
- 132. Emergency alarm system by others

Bid Tab 27: Earthwork

- 133. Hand excavation for new foundation, soil export, temporary support

Bid Tab 28: Erosion Control

- 134. Erosion control management and mats throughout the project duration in order to keep jobsite and waterways clean

Bid Tab 29: Site Concrete

- 135. Replace existing concrete sidewalk and stairs
- 136. New concrete patio
- 137. ADS NDS drainage

Bid Tab 30: Landscaping

- 138. Seed all disturbed grading; Steep slopes with "multi-color high altitude seed mix" and front yard areas with "Wear Tolerant" turf grass, each are from Arkansas Valley Seed. Provide erosion control mat and temporary irrigation until completion of project. Soil retention blanket shall be a machine produced mat consisting of 70% agricultural straw and 30% coconut fiber. The blanket shall be covered with biodegradable netting having an approx.. 5/8"x5/8" mesh on top and bottom, and be sewn together with cotton, biodegradable or photodegradable thread.
- 139. Temp Irrigation - \$1,000

Bid Tab 31: Site Utilities

- 140. New 4" PVC Sanitary service
- 141. New 3/4" Domestic water service line
- 142. New 4" PVC Underground Drain
- 143. New gas line
- 144. Asphalt patch back
- 145. Dry utility service disconnects fees
- 146. WCG to coordinate with utility providers

Bid Tab 33: Radon System

- 147. Sub-membrane depressurization system (active) included with a Soil Gas Collection (SGC) matting system installed within the crawlspace.
- 148. 15 mil StegoCrawl vapor barrier, chemically sealed and seam taped included.
- 149. Fan for Radon system
- 150. The City of Black Hawk to coordinate the radon system post installation testing.

Bid Tab 34: Neighboring Easement Allowance

PROPOSAL SCOPE OF WORK

151. Allowance included to fix/repair neighbor's property due to construction easement as detailed in Exhibit A '15391 S-22-10_Const-Esmt 111 Marchant. Cost included for landscaping, fencing, etc.

EXHIBIT E
HOMEOWNER ESCROW

2/21/2024

Option 1 - Reconstruct Non-historic 54 sf

Scope	QTY		Price	Cost
Demolition	54	sf	\$ 32.02	\$ 1,729
Excavation	54	sf	\$ 5.74	\$ 310
Slab on grade	54	sf	\$ 11.48	\$ 620
Foundation	54	sf	\$ 51.67	\$ 2,790
Vapor Barrier and sealed concrete	54	sf	\$ 2.30	\$ 124
Framing of new space, walls, and ceiling.	54	sf	\$ 24.40	\$ 1,318
Panel siding of new area	0	sf	\$ -	\$ -
Foundation insulation	17	lf	\$ -	\$ -
Sealants and caulking	54	sf	\$ 5.47	\$ 295
Interior Insulation	54	sf	\$ 17.28	\$ 933
Drywall	54	sf	\$ 16.03	\$ 866
Paint	54	sf	\$ 7.54	\$ 407
New roofing, gutters & downspouts	54	sf	\$ -	\$ -
New flooring	54	sf	\$ 17.42	\$ 941
New interior trim	54	sf	\$ 13.24	\$ 715
Windows	0	ea	\$ -	\$ -
New HVAC	54	sf	\$ 47.44	\$ 2,562
New Electrical	54	sf	\$ 28.68	\$ 1,548
Subtotal Direct Costs				\$ 15,158
General Requirements			11.55%	\$ 1,751
General Conditions			18.71%	\$ 2,836
General Liability Insurance			1.00%	\$ 152
Builders Risk Insurance			0.90%	\$ 136
Protective Liability Insurance			0.50%	\$ 76
Payment & Performance Bonds			1.50%	\$ 227
Project Software			0.40%	\$ 61
2-year warranty reserve			0.60%	\$ 91
Subtotal w/markups				\$ 20,488
Construction Contingency			2%	\$ 410
Total Direct Costs				\$ 20,897
Home Office Overhead			5.52%	\$ 1,154
Home Office Profit			1.84%	\$ 385
Construction Grand Total				\$ 22,435

EXHIBIT F
PROJECT SCHEDULE

Line	Name	OD	Start	Finish	2024												2025
					February	March	April	May	June	July	August	September	October	November	December	January	
	Milestones	227d	Mar 01 24	Jan 23 25													
2	Notice to Proceed	0d	Mar 01 24 *	Mar 01 24													
3	GMP amendment Executed (Contract)	0d	Mar 01 24 *	Mar 01 24													
4	Owner Issue NTP	0d	Apr 25 24 *	Apr 25 24													
5	Construction Commencement	0d	Apr 29 24	Apr 29 24													
6	Construction Duration (Calendar Days)	255d	Apr 29 24	Jan 08 25													
7	TCO / Substantial Complete	0d	Jan 09 25	Jan 09 25													
8	Final Completion	0d	Jan 23 25	Jan 23 25													
	Preconstruction	151d	Feb 14 24	Sep 16 24													
	General Prep	47d	Mar 27 24	May 31 24													
11	Mob	5d	Apr 29 24	May 03 24													
12	Cut and Cap Existing UG Gas and Electric	1d	Mar 27 24	Mar 27 24													
13	Lead Abatement/Removal	5d	May 06 24	May 10 24													
14	Salvage Chimney	3d	May 13 24	May 15 24													
15	Demo/Dispose of Roof Strutral	3d	May 16 24	May 20 24													
16	Salvage Exterior Wall Framing	2d	May 21 24	May 22 24													
17	Demo/Dispose of Remaining Struture	3d	May 23 24	May 28 24													
18	Salvage Stone from Walls	2d	May 29 24	May 30 24													
19	Site Clearing/Ext Concrete Demo	3d	May 29 24	May 31 24													
	Construction	147d	Jun 03 24	Dec 31 24													
	Foundations	47d	Jun 03 24 *	Aug 07 24													
22	Excavate for Crawl/Foundations	5d	Jun 03 24	Jun 07 24													
23	Install Waterproof Barrier at Exsiting Bedrock	2d	Jun 10 24	Jun 11 24													
24	FRP Footings	5d	Jun 12 24	Jun 18 24													
25	FRP One Sided Foundation Walls	5d	Jun 19 24	Jun 25 24													
26	Install UFER Ground	1d	Jun 26 24	Jun 26 24													
27	FRP foundation walls	10d	Jun 26 24	Jul 10 24													
28	Cure time	5d	Jul 11 24	Jul 17 24													
29	Install New UG Gas Piping (Xcel)	5d	Jul 11 24	Jul 17 24													
30	Site Utilites	7d	Jul 11 24	Jul 19 24													
31	Install New Electrical Secondary and Tele/Data Conduits	5d	Jul 15 24	Jul 19 24													
32	Install Waterproof Barrier at Fondation Walls	2d	Jul 18 24	Jul 19 24													

Line	Name	OD	Start	Finish	2024												2025
					February	March	April	May	June	July	August	September	October	November	December	January	
33	Install Underdrains and Piping	5d	Jul 22 24	Jul 26 24							■	Install Underdrains and Piping					
34	Backfill	3d	Jul 29 24	Jul 31 24							■	Backfill					
35	Prep/Pour Site Concrete	5d	Aug 01 24	Aug 07 24								■	Prep/Pour Site Concrete				
	Building envelope	50d	Aug 08 24	Oct 17 24								■	Building envelope				
37	Install Floor Framing/Sheathing	5d	Aug 08 24	Aug 14 24								■	Install Floor Framing/Sheathing				
38	Install Wall Framing/Sheating	5d	Aug 15 24	Aug 21 24								■	Install Wall Framing/Sheating				
39	Install Roof Framing/Sheating	10d	Aug 22 24	Sep 05 24								■	Install Roof Framing/Sheating				
40	Install New Chimey	2d	Sep 06 24	Sep 09 24									■	Install New Chimey			
41	Weather Barrier	7d	Sep 06 24	Sep 16 24									■	Weather Barrier			
42	Roofing Underlayment	5d	Sep 10 24	Sep 16 24									■	Roofing Underlayment			
43	Install Windows	3d	Sep 17 24	Sep 19 24									■	Install Windows			
44	Soffit Framing	5d	Sep 17 24	Sep 23 24									■	Soffit Framing			
45	Install Asphalt Shingles	3d	Sep 24 24	Sep 26 24									■	Install Asphalt Shingles			
46	Install Siding/Trim	15d	Sep 20 24	Oct 10 24									■	Install Siding/Trim			
47	Exterior Paint	5d	10/11/24	10/17/24										■	Exterior Paint		
	Interior	73d	Sep 17 24	Dec 31 24									■	Interior			
49	MEP Rough-In	15d	Sep 17 24	Oct 07 24									■	MEP Rough-In			
50	Rough-In/Framing Inspection	1d	Oct 08 24	Oct 08 24									■	Rough-In/Framing Inspection			
51	Install Radon System	3d	Oct 08 24	Oct 10 24									■	Install Radon System			
52	Spray Foam Insulation	5d	Oct 11 24	Oct 17 24									■	Spray Foam Insulation			
53	Hang Drywall	4d	Oct 18 24	Oct 23 24									■	Hang Drywall			
54	Tape & Finish - Drywall	5d	Oct 24 24	Oct 30 24									■	Tape & Finish - Drywall			
55	Prime and 1st coat paint	4d	Oct 31 24	Nov 05 24										■	Prime and 1st coat paint		
56	Install Shower Tile	5d	Oct 31 24	Nov 06 24										■	Install Shower Tile		
57	Install Flooring	5d	Nov 06 24	Nov 12 24										■	Install Flooring		
58	Install Doors & Door hardware	2d	Nov 13 24	Nov 14 24											■	Install Doors & Door hardware	
59	Install Cabinets	5d	Nov 13 24	Nov 19 24											■	Install Cabinets	
60	Template for Solid Surface Counter Tops	1d	Nov 19 24	Nov 19 24												■	Template for Solid Surface Counter Tops
61	Finish Carpentry	10d	Nov 15 24	Dec 02 24												■	Finish Carpentry
62	Final Coat Paint	4d	Dec 03 24	Dec 06 24												■	Final Coat Paint
63	Install Toilet Accessories	5d	Dec 03 24	Dec 09 24												■	Install Toilet Accessories
64	Install Counter-tops & backslash	5d	Dec 06 24	Dec 12 24												■	Install Counter-tops & bac

Print Date: 4/11/2024
Data Date: 2/14/2024

EXHIBIT G
STAFFING PLAN



121 Marchant

Black Hawk, CO
April 11, 2024

WCG STAFFING PLAN - 121 Marchant

		2024												2025		START	FINISH
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
CONSTRUCTION																	
General Prep / Mob																04/29/24	05/31/24
Foundations																06/03/24	08/07/24
Envelope																08/08/24	10/17/24
Interiors																09/17/24	12/31/24
Closeout																12/24/24	01/22/25
Salary Construction - Indirect Costs																PRECON HOURS	CONST. HOURS
Construction Executive	Daryn Hosiasohn					10	10	10	10	10	10	10	5	5			80
PM2 - Project Manager #2	Eric Kaufman					87	87	87	87	87	87	87	87	87			779
General Superintendent	Jason Maxwell					16	16	16	16	16	16	16					112
S2 - Superintendent #2	Jared Montoya					173	173	173	173	173	173	173	173				1,386
Project Engineer #1	TBD					43	43	43	43								173
Scheduler	Andy Arikapudi					16	16	16	16	16	16	16					112
EH&S Manager	Selso Salazar					24	16	16	16	16	16	16					120
Project Accountant	Donna Laycock					12	12	12	12	12	12	12	8	8			100
Total Manhours		-	-	-	-	381	373	373	373	330	330	330	273	100	-	-	2,862

EXHIBIT H
BASE BID SUMMARY
CONSTRUCTION COST COMPARISON
WITH 187 CLEAR CREEK STREET

121 Marchant

121 Marchant, Black Hawk, CO 80422
2/22/2024



Base Bid Summary													
Bid Tab #	Division ID	Bid Tab Name/Description		187 Clear Creek	121 Marchant	Variance Budget Costs Over/(Under)	Percentage Variance	Cost per GSF	% of Total	Subcontractor	Preservation Easement	Rehabilitation Grant	Notes
1	Tab ID 1	General Requirements		\$ 124,985	\$ 175,872	\$ 50,887.34	40.71%	\$ 239.61	11.53%	WCG GR	\$ 117,834	\$ 58,038	
2	Tab ID 2	Final Cleaning		\$ 2,083	\$ 1,560	\$ (523.00)	-25.11%	\$ 2.37	0.10%	WCG		\$ 1,560	
3	Tab ID 3	Construction Surveying		\$ 13,542	\$ 15,000	\$ 1,458.00	10.77%	\$ 15.42	0.98%	R&R Engineers	\$ 15,000		
4	Tab ID 4	Demolition/Dismantling/Shoring		\$ 34,899	\$ 62,982	\$ 28,083.00	80.47%	\$ 85.81	4.13%	CHC / Waco	\$ 62,982		
5	Tab ID 5	Concrete		\$ 135,582	\$ 139,411	\$ 3,828.50	2.82%	\$ 189.93	9.14%	Van Matre	\$ 139,411		
6	Tab ID 6	Masonry and Rock Wall		\$ 23,963	\$ 61,782	\$ 37,819.18	157.82%	\$ 27.29	4.05%	Munoz	\$ 61,782		
7	Tab ID 7	Metal Fabrications		\$ 17,740	\$ 37,940	\$ 20,200.00	113.87%	\$ 20.20	2.49%	Fab Industries	\$ 37,940		
8	Tab ID 8	Rough Carpentry and Siding		\$ 146,769	\$ 65,826	\$ (80,943.00)	-55.15%	\$ 89.68	4.32%	Western Custom Builders	\$ 62,504	\$ 3,322	
9	Tab ID 9	Finished Carpentry		\$ 29,944	\$ 16,933	\$ (13,010.81)	-43.45%	\$ 34.10	1.11%	WCG		\$ 16,933	
10	Tab ID 10	Damp and Waterproofing		\$ 3,848	\$ 17,536	\$ 13,688.00	355.72%	\$ 4.38	1.15%	Alpha	\$ 17,536		
11	Tab ID 11	Thermal Insulation		\$ 22,032	\$ 22,637	\$ 605.12	2.75%	\$ 25.09	1.48%	USI / RG	\$ 22,637		
13	Tab ID 13	Roofing		\$ 18,197	\$ 20,400	\$ 2,203.00	12.11%	\$ 20.39	1.34%	Western Custom Builders	\$ 20,400		
14	Tab ID 14	Joint Sealants		\$ 7,206	\$ 6,990	\$ (216.00)	-3.00%	\$ 8.21	0.46%	Alpha	\$ 6,990		
15	Tab ID 15	Doors, Frames and Hardware		\$ 27,737	\$ 23,744	\$ (3,992.86)	-14.40%	\$ 31.59	1.56%	WCG		\$ 23,744	
16	Tab ID 16	Windows & Glazing		\$ 22,146	\$ 19,806	\$ (2,339.81)	-10.57%	\$ 26.98	1.30%	Signature Windows	\$ 19,806		
17	Tab ID 17	Gypsum Board		\$ 17,906	\$ 20,500	\$ 2,594.00	14.49%	\$ 20.39	1.34%	Taxco		\$ 20,500	
18	Tab ID 18	Flooring and Tile		\$ 29,389	\$ 22,279	\$ (7,110.36)	-24.19%	\$ 33.47	1.46%	Lissome Interiors		\$ 22,279	
19	Tab ID 19	Painting		\$ 33,698	\$ 9,639	\$ (24,059.00)	-71.40%	\$ 38.38	0.63%	Contemporary Painting		\$ 9,639	
20	Tab ID 20	Specialties		\$ 5,444	\$ 5,065	\$ (378.91)	-6.96%	\$ 6.20	0.33%	Dynamic Specialties		\$ 5,065	
21	Tab ID 21	Residential Appliances		\$ 4,365	\$ 3,485	\$ (880.00)	-20.16%	\$ 4.75	0.23%	WCG		\$ 3,485	
22	Tab ID 22	Residential Cabinets and Countertops		\$ 47,811	\$ 37,988	\$ (9,822.86)	-20.55%	\$ 54.45	2.49%	Front Range / R Homes		\$ 37,988	
24	Tab ID 24	Plumbing		\$ 44,255	\$ 27,732	\$ (16,523.39)	-37.34%	\$ 50.40	1.82%	The Way Plumbing		\$ 27,732	
25	Tab ID 25	HVAC		\$ 43,187	\$ 60,656	\$ 17,468.74	40.45%	\$ 49.19	3.98%	Ace		\$ 60,656	
26	Tab ID 26	Electrical		\$ 33,154	\$ 36,662	\$ 3,508.27	10.58%	\$ 37.76	2.40%	CNC		\$ 36,662	
27	Tab ID 27	Earthwork		\$ 52,316	\$ -	\$ (52,316.00)	-100.00%	\$ -	0.00%	W/ Concrete	\$ -		Included with Concrete
28	Tab ID 28	Erosion Control		\$ 7,031	\$ 10,417	\$ 3,385.67	48.15%	\$ 8.01	0.68%	WCG	\$ 10,417		
29	Tab ID 29	Site Concrete		\$ 2,250	\$ 30,900	\$ 28,650.00	1273.33%	\$ 42.10	2.03%	Van Matre	\$ 30,900		
30	Tab ID 30	Landscaping and Irrigation		\$ 21,106	\$ 4,904	\$ (16,202.00)	-76.76%	\$ 6.68	0.32%	WCG	\$ 4,904		
31	Tab ID 31	Site Utilities		\$ 69,071	\$ 59,386	\$ (9,685.06)	-14.02%	\$ 78.67	3.89%	SWI Excavating	\$ 59,386		
32	Tab ID 32	Asphalt Paving			\$ 1,500	\$ 1,500.00	#DIV/0!	\$ 2.04	0.10%	Allowance			Included with Utilities
33	Tab ID 33	Radon Systems		\$ 3,646	\$ 2,978	\$ (668.00)	-18.32%	\$ 4.15	0.20%	5280 Radon	\$ 2,978		
Subtotal Direct Costs				\$ 1,045,298	\$ 1,022,510	\$ (22,788.24)	-2.18%	\$ 1,393.07	67.05%		\$ 693,407	\$ 327,603	
General Conditions				\$ 298,146	\$ 285,000	\$ (13,146.00)	-4.41%	\$ 388.28	18.69%		\$ 171,000	\$ 114,000	Per precon. agreement
General Liability Insurance				1.00% \$ 15,560	\$ 15,250	\$ (310.23)	-1.99%	\$ 20.78	1.0%		\$ 9,150	\$ 6,100	
Builders Risk Insurance				0.90% \$ 14,004	\$ 13,725	\$ (279.21)	-1.99%	\$ 18.70	0.9%		\$ 8,235	\$ 5,490	
Protective Liability & Property Damage Insurance				0.50% \$ 7,780	\$ 7,625	\$ (155.12)		\$ 10.39	0.5%		\$ 4,575	\$ 3,050	
Building Permit & Plan Fee				0.00% \$ -	\$ -	\$ -	#DIV/0!	\$ -	0.0%				
Use Tax - 40% of Total				0.00% \$ -	\$ -	\$ -	#DIV/0!	\$ -	0.0%				
Payment & Performance Bonds				1.50% \$ 23,340	\$ 22,875	\$ (465.35)	-1.99%	\$ 31.16	1.5%		\$ 13,725	\$ 9,150	
Project Software - Procore, Buildr				0.40% \$ 6,224	\$ 6,100	\$ (124.10)		\$ 8.31	0.4%		\$ 3,660	\$ 2,440	
2-year Warranty Reserve				0.60% \$ 9,336	\$ 9,150	\$ (186.15)		\$ 12.47	0.6%		\$ 5,490	\$ 3,660	
Subtotal w/ Markups				\$ 1,419,688	\$ 1,382,233	\$ (37,454.40)	-2.64%	\$ 1,883.15	90.64%		\$ 909,241	\$ 471,493	
Design Contingency				0.00% \$ -	\$ -	\$ -	#DIV/0!	\$ -	0.0%				
Construction Contingency				2.00% \$ 31,120	\$ 30,499	\$ (620.48)	-1.99%	\$ 41.55	2.0%		\$ 18,300	\$ 12,200	
Escalation Contingency				0.00% \$ -	\$ -	\$ -	#DIV/0!	\$ -	0.0%				
Total Direct Cost				\$ 1,450,808	\$ 1,412,733	\$ (38,074.88)	-2.62%	\$ 1,924.70	92.64%		\$ 927,540	\$ 483,692	
Warranty Reserve				0.30% \$ -	\$ -	\$ -	#DIV/0!	\$ -	0.00%				
Home Office Overhead				5.52% \$ 85,891	\$ 84,178	\$ (1,712.50)		\$ 114.68	5.52%		\$ 50,507	\$ 33,671	Per precon. agreement percentages
Home Office Profit				1.84% \$ 28,630	\$ 28,059	\$ (570.83)	-1.99%	\$ 38.23	1.84%		\$ 16,836	\$ 11,224	Per precon. agreement percentages
CONSTRUCTION GRAND TOTAL				\$ 1,565,329	\$ 1,524,971	\$ (40,358.22)	\$ (0.03)	\$ 2,077.62	100.00%		\$ 994,883	\$ 528,587	

EXHIBIT I

DEMOLITION VERSUS IN-PLACE CONSTRUCTION

Black Hawk Comparison

Demolition vs. kept in place construction

2/23/2024



	Approach					
Program Descriptions	Demolition (121 Marchant)		In-Place (187 Clear Creek)		Delta	Notes
Project Duration	7.75 Months	\$460,872	7.25 Months	\$423,131	\$37,741	Includes GRs, GCs
Demolition		\$62,982		\$34,899	\$28,083	
Rough Carpentry		\$65,826		\$146,769	-\$80,943	
Concrete / Earthwork		\$170,311		\$187,898	-\$17,587	121 Marchant includes more expensive foundations/micropiles / 187 includes jacking support
Direct Cost Comparison		\$759,991		\$792,697	-\$32,706	
Indirect Costs		\$110,655		\$115,417	-\$4,762	Insurance, fee, bonds, warranty, contingency, warranty, software
Comparison Total		\$870,646		\$908,114	-\$37,468	

Disclaimer: all costs are budgetary and for comparison purposes only

EXHIBIT J

EXTERIOR – CONDITIONAL LIEN RELEASE SUBCONTRACTOR

EXHIBIT E – EXTERIOR
Conditional Lien Release - Subcontractor

Partial Certificate, Waiver, and Release of Lien by Subcontractor or Supplier

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____, 20____, contracted with _____ to furnish labor and materials in connection with certain improvements to real property located in _____ County, _____, said real property owned by _____ (the "Owner"), which labor and _____ materials _____ are _____ described _____ as _____ and hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$_____), which is the total sum due for said Work through the effective date (as hereinafter defined), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has on the above mentioned real property and/or the improvements thereon which the undersigned has or hereafter has on account of any Work furnished or to be furnished on or before _____, 20____, (the "Effective Date") by the undersigned whether pursuant to the above mentioned contract or otherwise, except to the extent of \$_____, which represents sums retained from, and shown as retainage on, pay requests submitted by Contractor for Work performed through the Effective Date.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding at the date hereof, that all bills incurred by it for labor and materials with respect hereto have been paid in full, and that there is no known basis for the filing of any mechanic's or materialman's lien on the improvements and/or property above described by any person or entity; and to the extent permitted by the applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim of lien arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold Owner harmless from any said lien or claim.

Signature

By: _____

Its: _____

(INDIVIDUAL)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, a corporation, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and upon being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of _____

My Commission Expires: _____

(GENERAL PARTNERSHIP)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, a corporation, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership, and upon being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT K

EXTERIOR – UNCONDITIONAL LIEN RELEASE SUBCONTRACTOR

EXHIBIT F – EXTERIOR
Unconditional Lien Release Subcontractor

Final Certificate, Waiver, and Release of Lien by Subcontractor or Supplier

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____, 20____, contracted with to furnish labor and materials in connection with certain improvements to real property located in _____ County, _____, said real property owned by _____ (the "Owner"), which labor and materials are described as _____ and hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$ _____), which is the total sum due for said Work, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has on the above mentioned real property an/or improvements thereon or any interest therein which the undersigned has or hereafter has on account of any Work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding, that all bills incurred by it for labor and materials with respect hereto have been paid in full, and that there is no known basis for the filing of any mechanic's or materialman's lien on the improvements and/or property above described by any person or entity; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold _____ and _____ harmless from any said lien or claim. The undersigned additionally certifies and warrants that unconditional waivers of lien have been obtained from all subcontractors and materialmen in such form as to constitute an effective waiver of lien under the laws of the State of Colorado.

Signature

By: _____

Its: _____

(INDIVIDUAL)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of _____

My Commission Expires: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes
and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and
upon being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

(GENERAL PARTNERSHIP)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and
consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership, and upon
being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT L

EXTERIOR – CONDITIONAL LIEN RELEASE TRADE CONTRACTOR

EXHIBIT G – EXTERIOR
Conditional Lien Release – Trade Contractor

Partial Certificate, Waiver, and Release of Lien by Trade Contractor

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____ contracted with _____, (the "Owner") to furnish labor and materials in connection with certain improvements to real property known as the _____, located at _____, _____ and owned by Owner. Those certain improvements are described as _____ and are hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$ _____), which is the total sum due for said Work, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property an/or the improvements thereon on account of any Work furnished or to be furnished on or before _____, 20____ (the "Effective Date") by the undersigned whether pursuant to the above mentioned contract or otherwise, except to the extent of \$ _____, which represents sums retained from, and shown as retainage on, pay requests submitted by Contractor for Work performed through the Effective Date.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding at the date hereof, that all due and payable bills with respect to the Work have been paid in full and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or above described by any person or entity and to the extent permitted by the applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim of lien arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold Owner harmless from any said lien or claim. The undersigned additionally certifies and warrants that unconditional waivers for the preceding period have been obtained from all subcontractors and materialmen in such form as to constitute an effective waiver of lien under the laws of the State of Colorado.

Signature

By: _____

Its: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that _____ executed the same for the purposes and
consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and upon
being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT M

EXTERIOR - UNCONDITIONAL LIEN RELEASE TRADE CONTRACTOR

EXHIBIT H – EXTERIOR
Unconditional Lien Release Trade Contractor

Final Certificate, Waiver, and Release of Lien by Trade Contractor

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____ contracted with _____, (the "Owner") to furnish labor and materials in connection with certain improvements to real property known as the _____, located at _____, _____ and owned by Owner. Those certain improvements are described as _____ and are hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$ _____), which is the total sum due for said Work, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has on the above mentioned real property an/or improvements thereon or any interest therein which the undersigned has or hereafter has on account of any Work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding, that all bills incurred by it for labor and materials with respect hereto have been paid in full, and that there is no known basis for the filing of any mechanic's or materialman's lien on the improvements and/or property above described by any person or entity; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold _____ and _____ harmless from any said lien or claim. The undersigned additionally certifies and warrants that unconditional waivers of lien have been obtained from all subcontractors and materialmen in such form as to constitute an effective waiver of lien under the laws of the State of Colorado.

Signature

By: _____

Its: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that _____ executed the same for the purposes and
consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and upon
being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20 _____.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT N

EXTERIOR - AFFIDAVIT AND FINAL RELEASE TRADE CONTRACTOR

EXHIBIT I – EXTERIOR

AFFIDAVIT AND FINAL RELEASE - TRADE CONTRACTOR

STATE OF _____ §
COUNTY OF _____ §

This is to certify that _____ hereinafter referred to as "Trade Contractor", declares, upon oath, to _____, hereinafter referred to as "Owner," as follows:

Trade Contractor has been paid in full for all materials, labor, supplies, and equipment used and rental thereon, used in connection with the execution of its contract ("Contract") with Owner on the property known as _____ located at _____, _____ ("Project"), and Trade Contractor knows of no unpaid debts or claims arising out of said contract with Owner which would constitute a lien upon the Project.

Further, in consideration of these premises and the receipt of final payment by Trade Contractor from Owner, the receipt and sufficiency of which are hereby acknowledged, Trade Contractor does hereby release, acquit, and forever discharge Owner in full for all sums, monies, claims, debts, demands, and causes of action owing to or existing in favor of Trade Contractor arising out of the said project.

Further, Trade Contractor agrees to save, indemnify, protect, and hold harmless Owner, its officers, directors, shareholders, agents, successors, and assigns against any liability for costs and expenses (including attorneys' fees) growing out of or arising from or suffered by Owner on account of claims made for items herein represented as being paid and discharged and on which demand may hereinafter be made against Owner, its officers, directors, shareholders, agents, successors, and assigns.

It is further understood and agreed that this release and payment in no way discharges Trade Contractor's obligations of warranty of material and/or workmanship assumed under the Contract. All services performed under the Contract are warranted to be in accordance with plans and specifications and the terms of the Contract documents.

Trade Contractor also releases and waives all mechanic's liens and rights to liens on the Project.

To certify the above, witness the signature below this _____ day of _____,
20_.

[TRADE CONTRACTOR]

By:_____

Name: _____

Its:_____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____, the _____
of _____
_____, a _____, on
its
behalf.

Notary Public, State of _____

EXHIBIT O

INTERIOR – CONDITIONAL LIEN RELEASE SUBCONTRACTOR

EXHIBIT J – INTERIOR
Conditional Lien Release - Subcontractor

Partial Certificate, Waiver, and Release of Lien by Subcontractor or Supplier

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____, 20____, contracted with _____ to furnish labor and materials in connection with certain improvements to real property located in _____ County, _____, said real property owned by _____ (the "Owner"), which labor and _____ materials _____ are _____ described _____ as _____ and hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$_____), which is the total sum due for said Work through the effective date (as hereinafter defined), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has on the above mentioned real property and/or the improvements thereon which the undersigned has or hereafter has on account of any Work furnished or to be furnished on or before _____, 20____, (the "Effective Date") by the undersigned whether pursuant to the above mentioned contract or otherwise, except to the extent of \$_____, which represents sums retained from, and shown as retainage on, pay requests submitted by Contractor for Work performed through the Effective Date.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding at the date hereof, that all bills incurred by it for labor and materials with respect hereto have been paid in full, and that there is no known basis for the filing of any mechanic's or materialman's lien on the improvements and/or property above described by any person or entity; and to the extent permitted by the applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim of lien arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold Owner harmless from any said lien or claim.

Signature

By: _____

Its: _____

(INDIVIDUAL)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, a corporation, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and upon being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of _____

My Commission Expires: _____

(GENERAL PARTNERSHIP)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, know to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes
and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership, and
upon being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT P

INTERIOR – UNCONDITIONAL LIEN RELEASE SUBCONTRACTOR

EXHIBIT K – INTERIOR
Unconditional Lien Release Subcontractor

Final Certificate, Waiver, and Release of Lien by Subcontractor or Supplier

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____, 20____, contracted with to furnish labor and materials in connection with certain improvements to real property located in _____ County, _____, said real property owned by _____ (the "Owner"), which labor and materials are described as _____ and hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$ _____), which is the total sum due for said Work, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has on the above mentioned real property an/or improvements thereon or any interest therein which the undersigned has or hereafter has on account of any Work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding, that all bills incurred by it for labor and materials with respect hereto have been paid in full, and that there is no known basis for the filing of any mechanic's or materialman's lien on the improvements and/or property above described by any person or entity; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold _____ and _____ harmless from any said lien or claim. The undersigned additionally certifies and warrants that unconditional waivers of lien have been obtained from all subcontractors and materialmen in such form as to constitute an effective waiver of lien under the laws of the State of Colorado.

Signature

By: _____

Its: _____

(INDIVIDUAL)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of _____

My Commission Expires: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes
and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and
upon being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

(GENERAL PARTNERSHIP)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and
consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership, and upon
being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT Q

INTERIOR – CONDITIONAL LIEN RELEASE TRADE CONTRACTOR

EXHIBIT L – INTERIOR
Conditional Lien Release – Trade Contractor

Partial Certificate, Waiver, and Release of Lien by Trade Contractor

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____ contracted with _____, (the "Owner") to furnish labor and materials in connection with certain improvements to real property known as the _____, located at _____, _____ and owned by Owner. Those certain improvements are described as _____ and are hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$ _____), which is the total sum due for said Work, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property an/or the improvements thereon on account of any Work furnished or to be furnished on or before _____, 20____ (the "Effective Date") by the undersigned whether pursuant to the above mentioned contract or otherwise, except to the extent of \$ _____, which represents sums retained from, and shown as retainage on, pay requests submitted by Contractor for Work performed through the Effective Date.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding at the date hereof, that all due and payable bills with respect to the Work have been paid in full and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or above described by any person or entity and to the extent permitted by the applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim of lien arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold Owner harmless from any said lien or claim. The undersigned additionally certifies and warrants that unconditional waivers for the preceding period have been obtained from all subcontractors and materialmen in such form as to constitute an effective waiver of lien under the laws of the State of Colorado.

Signature

By: _____

Its: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that _____ executed the same for the purposes and
consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and upon
being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT R

INTERIOR - UNCONDITIONAL LIEN RELEASE TRADE CONTRACTOR

EXHIBIT M – INTERIOR
Unconditional Lien Release Trade Contractor

Final Certificate, Waiver, and Release of Lien by Trade Contractor

STATE OF _____)
)
COUNTY OF _____)

The undersigned, by written contract dated as of _____ contracted with _____, (the "Owner") to furnish labor and materials in connection with certain improvements to real property known as the _____, located at _____, _____ and owned by Owner. Those certain improvements are described as _____ and are hereinafter referred to as the "Work."

In consideration of _____ Dollars, (\$ _____), which is the total sum due for said Work, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claim of lien, including any constitutional lien or claim thereto, that the undersigned has on the above mentioned real property an/or improvements thereon or any interest therein which the undersigned has or hereafter has on account of any Work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding, that all bills incurred by it for labor and materials with respect hereto have been paid in full, and that there is no known basis for the filing of any mechanic's or materialman's lien on the improvements and/or property above described by any person or entity; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claim arising with respect to the Work of any other such person or entity, and further agrees to indemnify and hold _____ and _____ harmless from any said lien or claim. The undersigned additionally certifies and warrants that unconditional waivers of lien have been obtained from all subcontractors and materialmen in such form as to constitute an effective waiver of lien under the laws of the State of Colorado.

Signature

By: _____

Its: _____

(CORPORATION)

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a corporation, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that _____ executed the same for the purposes and
consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation, and upon
being duly sworn, stated that _____ had read the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT S

INTERIOR - AFFIDAVIT AND FINAL RELEASE TRADE CONTRACTOR

EXHIBIT N – INTERIOR

AFFIDAVIT AND FINAL RELEASE - TRADE CONTRACTOR'S

STATE OF _____ §
COUNTY OF _____ §

This is to certify that _____ hereinafter referred to as "Trade Contractor", declares, upon oath, to _____, hereinafter referred to as "Owner," as follows:

Trade Contractor has been paid in full for all materials, labor, supplies, and equipment used and rental thereon, used in connection with the execution of its contract ("Contract") with Owner on the property known as _____ located at _____, _____ ("Project"), and Trade Contractor knows of no unpaid debts or claims arising out of said contract with Owner which would constitute a lien upon the Project.

Further, in consideration of these premises and the receipt of final payment by Trade Contractor from Owner, the receipt and sufficiency of which are hereby acknowledged, Trade Contractor does hereby release, acquit, and forever discharge Owner in full for all sums, monies, claims, debts, demands, and causes of action owing to or existing in favor of Trade Contractor arising out of the said project.

Further, Trade Contractor agrees to save, indemnify, protect, and hold harmless Owner, its officers, directors, shareholders, agents, successors, and assigns against any liability for costs and expenses (including attorneys' fees) growing out of or arising from or suffered by Owner on account of claims made for items herein represented as being paid and discharged and on which demand may hereinafter be made against Owner, its officers, directors, shareholders, agents, successors, and assigns.

It is further understood and agreed that this release and payment in no way discharges Trade Contractor's obligations of warranty of material and/or workmanship assumed under the Contract. All services performed under the Contract are warranted to be in accordance with plans and specifications and the terms of the Contract documents.

Trade Contractor also releases and waives all mechanic's liens and rights to liens on the Project.

To certify the above, witness the signature below this _____ day of _____,
20_.

[TRADE CONTRACTOR]

By:_____

Name: _____

Its:_____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____, the _____
of _____
_____, a _____, on
its
behalf.

Notary Public, State of _____

RESOLUTION 40-2024
A RESOLUTION
APPROVING THE
HISTORIC
PRESERVATION
EASEMENT AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE
BRANECKI FAMILY
LIMITED LIABILITY
COMPANY LLC IN AN
AMOUNT NOT TO
EXCEED \$982,897.00 FOR
THE PROPERTY
LOCATED AT 121
MERCHANT STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 40-2024

**TITLE: A RESOLUTION APPROVING THE HISTORIC PRESERVATION
EASEMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK
AND THE BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC
IN AN AMOUNT NOT TO EXCEED \$982,897.00 FOR THE PROPERTY
LOCATED AT 121 MARCHANT 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 approves the Historic Preservation Easement Agreement between the City of Black Hawk and the Branecki Family Limited Liability Company LLC in an amount not to exceed Nine Hundred Eighty-Two Thousand Eight Hundred Ninety-Seven Dollars (\$982,897.00) for the property located at 121 Marchant Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

Community Planning and Development is requesting approval of a Resolution to approve the Historic Preservation Easement Agreement between the **CITY OF BLACK HAWK** and **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** for the 121 Marchant Street property.

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

MOTION TO APPROVE: **RESOLUTION 40-2024**, a Resolution approving the Historic Preservation Easement Agreement between the **CITY OF BLACK HAWK** to **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** in an amount not to exceed **\$982,897.00** for the property located at 121 Marchant Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC, the property owner, is participating in the Historic Restoration and Community Preservation program. Staff seeks approval of the Historic Preservation Easement Agreement for 121 Marchant Street, not exceeding \$982,897.00. Upon substantial completion of the Historic Preservation Easement project, CP&D will ask the City Clerk to record the approved document with Gilpin County.

AGENDA DATE: April 24, 2024

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED: Resolution 40-2024
Historic Preservation Easement Agreement

RECORD: [X]Yes []No

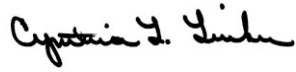
Upon substantial completion of the Historic Preservation Easement project, the City Clerk records the approved document with Gilpin County.

CoBH CERTIFICATE OF INSURANCE REQUIRED []Yes [X]No

CITY ATTORNEY REVIEW:

[X]Yes []N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

HISTORIC PRESERVATION EASEMENT

This **HISTORIC PRESERVATION EASEMENT AGREEMENT** (the "**Easement**") is entered into as of the **24TH DAY OF APRIL 2024**, by and between **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** whose property address is **121 MARCHANT STREET, BLACK HAWK, COLORADO 80422**, 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 , **121 Marchant Street** in the City of Black Hawk, Gilpin County, Colorado, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference;

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Owner's Representative Payment. The City hereby agrees to reimburse Grantor for all Owner's Representative fees incurred on the project, provided that the Owner's Representative is a third party Owner's Representative consulting firm or individual hired to perform the Owner's Representative tasks and that such individual or firm is not the Grantor themselves, related to the Grantor, or an employer of someone related to the Grantor.

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

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

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

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

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

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

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

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

8. Remedies for Breach.

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

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

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

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

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

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

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

14. Amendments. This Easement may be amended only by a written instrument signed by Grantor and the City.

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

GRANTOR:

**BRANECKI FAMILY LIMITED LIABILITY
COMPANY LLC**

BY:	<div><div>DocuSigned by:</div><div>Dixie Lovingier</div><div>801424670AE1477...</div></div>
NAME:	Dixie Lovingier
TITLE:	LLC Representative
DATE:	4/17/2024

EXHIBIT A
DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

EXHIBIT A

A PRESERVATION EASEMENT, LOCATED ON PORTIONS OF LOTS 1 AND 2, BLOCK 9, CITY OF BLACK HAWK, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE SOUTHERLY LINE OF BLOCK 9 TO BEAR SOUTH 65°01'33" EAST, BASED ON THE APPROVED SURVEY MAP OF BLOCK 9 OF THE MAP OF BLACK HAWK, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHERLY END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 160778 AND BEING ON THE SOUTHERLY LINE OF SAID BLOCK 9;

THENCE NORTH 65°01'33" WEST ON THE SOUTHERLY LINE OF SAID BLOCK 9 A DISTANCE OF 64.83 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK;

THENCE NORTH 21°17'51" EAST ON THE WEST LINE OF SAID LOT 1 A DISTANCE OF 84.18 FEET TO THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN THE DECREE OF FINAL SETTLEMENT, RECORDED IN BOOK 223 AT PAGE 331;

THENCE SOUTH 65°01'40" EAST ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN THE DECREE OF FINAL SETTLEMENT, RECORDED IN BOOK 223 AT PAGE 331, A DISTANCE OF 45.48 FEET TO THE LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 160778;

THENCE ON SAID BOUNDARY LINE THE FOLLOWING SEVEN (7) COURSES;

1. SOUTH 24°58'27" WEST A DISTANCE OF 54.70 FEET;
2. SOUTH 65°01'33" EAST A DISTANCE OF 5.93 FEET;
3. SOUTH 24°58'27" WEST A DISTANCE OF 3.00 FEET;
4. SOUTH 65°01'33" EAST A DISTANCE OF 7.82 FEET;
5. SOUTH 24°58'27" WEST A DISTANCE OF 2.30 FEET;

6. SOUTH 65°01'33" EAST A DISTANCE OF 11.00 FEET;
7. SOUTH 24°58'27" WEST A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 4,237 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

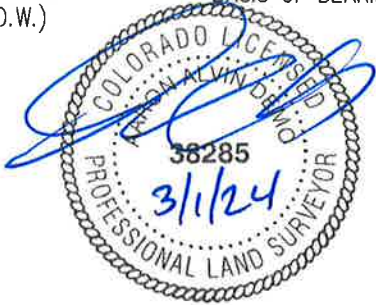
SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

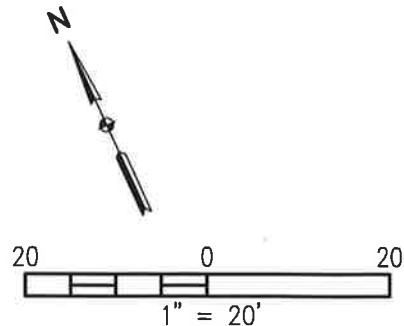
AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.
BASELINE ENGINEERING CORP.
4862 INNOVATION DRIVE, SUITE 100
FORT COLLINS, COLORADO 80525
(970) 353-7600



w:\co-black hawk on call PROJECTS\co-S-22-10 121 Marchant Street\Drawings\15391 S-22-10_Preservation-Esm. 121 Marchant.dwg, 3/1/2024 1:18:54 PM, Doug Lancaster



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




 BASLINE Engineering · Planning · Surveying 4862 INNOVATION DR, SUITE 100 • FORT COLLINS, COLORADO 80525 P: 970.353.7600 • F: 866.673.4864 • www.baselineincorp.com	CITY OF BLACK HAWK		DESIGNED BY INITIAL SUBMITTAL DRAWING SIZE: 8.5" x 11" SURVEY FIRM: H2CO SURVEY DATE: 03/01/2024 DRAWN BY: DKL JOB NO.: CO 5-22-10 DRAWING NAME: 15391 5-22-19_Pres-Exmt CHECKED BY: AAD SHEET 3 OF 3
	CITY OF BLACK HAWK	COUNTY OF GILPIN PRESERVATION EASEMENT 121 MARCHANT STREET	

EXHIBIT B

HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY

Based upon the 1990 Black Hawk – Central City Historic District Inventory and resurvey of 2011.

PROPERTY AND STRUCTURE MAINTENANCE

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

EXHIBIT C
SECURITY INSTRUMENT

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

OR

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

EXHIBIT D

PARTIAL SUBORDINATION OF RIGHTS

~~The holder of the security instrument hereto has agreed, by separate instrument (in the form of an executed Partial Subordination of Rights) to be recorded immediately after this Easement, to subordinate its rights in the Project to this Easement to the extent necessary to permit the City to enforce the purpose of the Easement in perpetuity to prevent any extinguishment of this Easement by the holder therefore.~~

OR

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

THIS PAGE IS NOT APPLICABLE
REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS
Page 1 of 2

Date

Original Grantor (Borrower)

Original Beneficiary (Lender)

Date of Deed of Trust

Recording Date of Deed of Trust

County of Recording of Recorded Deed of Trust

Reception No. of Recorded Deed of Trust

Book and Page of Recorded Deed of Trust

Book

Page

BORROWER:

STATE OF COLORADO)
COUNTY OF _____)ss.

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

My commission expires: _____

(SEAL)

Notary

THIS PAGE IS NOT APPLICABLE
PARTIAL SUBORDINATION OF RIGHTS
Page 2 of 2

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

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

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

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

LENDER:

By: _____
Its: _____
Attest: _____

CITY OF _____, **STATE OF** _____

Please return signed original to:

Cynthia Linker, Community Planning and Development Director
Emily Richards, Development Services Coordinator
City of Black Hawk - Community Planning and Development
211 Church Street, P.O. Box 68
Black Hawk, CO 80422
303-582-0615 / 303-582-2223
cpdinquiry@cityofblackhawk.org

THIS PAGE IS NOT APPLICABLE
PARTIAL SUBORDINATION OF RIGHTS
COVER LETTER EXAMPLE

Date: _____

Lender: _____

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

To Whom It May Concern:

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

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

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

Sincerely,

Property Owner

RESOLUTION 41-2024
A RESOLUTION
APPROVING THE
REHABILITATION GRANT
PROGRAM AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE
BRANECKI FAMILY
LIMITED LIABILITY
COMPANY LLC IN AN
AMOUNT NOT TO
EXCEED \$544,263.00 FOR
THE PROPERTY
LOCATED AT 121
MERCHANT STREET

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

Resolution No. 41-2024

TITLE: A RESOLUTION APPROVING THE REHABILITATION GRANT PROGRAM AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC IN AN AMOUNT NOT TO EXCEED \$544,263.00 FOR THE PROPERTY LOCATED AT 121 MARCHANT 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 approves the Rehabilitation Grant Program Agreement between the City of Black Hawk and the Branecki Family Limited Liability Company LLC in an amount not to exceed Five Hundred Forty-Four Thousand Two Hundred Sixty-Three Dollars (\$544,263.00) of which Twenty-Two Thousand Four Hundred Thirty-Five Dollars (\$22,435.00) is being paid directly by the Branecki Family Limited Liability Company LLC to WCG Construction for the property located at 121 Marchant Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

Community Planning and Development is requesting approval of a Resolution to approve the Rehabilitation Grant Program Agreement between the **CITY OF BLACK HAWK** and **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** for the property at 121 Marchant Street.

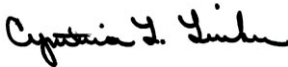
RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 41-2024, a Resolution approving the Rehabilitation Grant Program Agreement between the **CITY OF BLACK HAWK** and **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** in an amount not to exceed \$544,263.00 for the property located at 121 Marchant Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC, the property owner, is participating in the Historic Restoration and Community Preservation program. Staff seeks approval of the Rehabilitation Grant Program Agreement for 121 Marchant Street in an amount not to exceed \$544,263.00, of which \$22,435.00 is being paid directly by the Branecki Family Limited Liability Company LLC into an escrow account for WCG Construction.

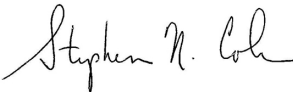
<u>AGENDA DATE:</u>	April 24, 2024
<u>WORKSHOP DATE:</u>	N/A
<u>FUNDING SOURCE:</u>	N/A
<u>DEPARTMENT DIRECTOR APPROVAL:</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>STAFF PERSON RESPONSIBLE:</u>	Cynthia L. Linker, CP&D Director
<u>DOCUMENTS ATTACHED:</u>	Resolution 41-2024 Rehabilitation Grant Program Agreement
<u>RECORD:</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>CoBH CERTIFICATE OF INSURANCE REQUIRED</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>CITY ATTORNEY REVIEW:</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

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

THIS HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND REHABILITATION GRANT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **24th DAY OF APRIL, 2024**, (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 **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** (the “*Property Owner*”) whose property address is **121 Marchant Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Historic Restoration and Community Preservation Fund, available for the purpose of rehabilitating historic properties in the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Rehabilitation Grant Program*”).
- B.** The Property Owner, who is the owner of a structure located at **121 Marchant Street, 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 **\$544,263.00** (the “*Award*”) for the restoration and preservation of the Property.

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

1.3 Owner’s Representative Payment. The City hereby agrees to reimburse Property Owner for all Owner’s Representative fees incurred on the project, provided that the Owner’s Representative is a third-party Owner’s Representative consulting firm or individual hired to perform the Owner’s Representative tasks and that such individual or firm is not the homeowner themselves, related to the homeowner, or an employer of someone related to the homeowner.

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

a. Non-Historic Rehabilitation - \$22,435.00

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, **January 31, 2025** (The “**Termination Date**”), the Property Owner’s right to be paid the Award or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

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

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

7.3 Avoidance of Security Requirement. Property owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Property. If upon the sale or transfer of the Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

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

If to the Property Owner:

**BranECKi Family Limited Liability Company LLC
Attn: Dixie Lovingier, LLC Representative
16851 E 110th Avenue
Commerce City, CO 80022**

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:
121 MARCHANT STREET

**BRANECKI FAMILY LIMITED LIABILITY
COMPANY LLC**

BY:

DocuSigned by:
Dixie Lovingier
95F424070AE1477...

NAME: **Dixie Lovingier**

TITLE: **LLC Representative**

DATE: **4/17/2024**

RESOLUTION 42-2024
A RESOLUTION
APPROVING A
TEMPORARY
CONSTRUCTION
EASEMENT BETWEEN
THE CITY AND THE
BRANECKI FAMILY
LIMITED LIABILITY
COMPANY LLC
ASSOCIATED WITH
IMPROVEMENTS TO THE
PROPERTY LOCATED AT
121 MARCHANT STREET

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

Resolution No. 42-2024

**TITLE: A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION
EASEMENT BETWEEN THE CITY AND THE BRANECKI FAMILY
LIMITED LIABILITY COMPAAANY LLC ASSOCIATED WITH
IMPROVEMENTS TO THE PROPERTY LOCATED AT 121 MARCHANT
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 approves a Temporary Construction Easement
between the City and the Branecki Family Limited Liability Company LLC associated with the
improvements to the property located at 121 Marchant Street, and authorizes the Mayor to execute
the same on behalf of the City.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

To consider a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and the **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** associated with improvements to the property located at 121 Marchant Street.

RECOMMENDATION:

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

MOTION TO APPROVE:

RESOLUTION 42-2024, a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC** associated with improvements to the property located at 121 Marchant Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Temporary Construction Easement from BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC to the CITY OF BLACK HAWK grants permission to the City access to 121 Marchant Street for rehabilitation of that property as described in Exhibit A.

AGENDA DATE:

April 24, 2024

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED:

Resolution 42-2024
Exhibit A

RECORD:

☐ Yes ☒ No

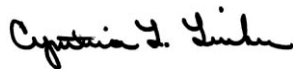
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

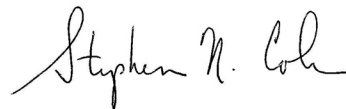
☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC**, owns the residential property addressed as **121 Marchant Street, Black Hawk, Colorado, 80422 ("Grantor")**, in consideration of **TWENTY DOLLARS (\$20.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to the **CITY OF BLACK HAWK, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("Grantee")**, a Temporary Easement for restoration of the property addresses as 187 Clear Creek Street, Black Hawk, CO 80422, 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."

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 written notice to the 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 the Grantee the option to extend this Temporary Easement for a period not exceeding six (6) months from the date of expiration hereof. **The estimated commence date of the Temporary Construction Easement is April 25, 2024.**

2. **The City will use the Temporary Construction Easement to rehabilitate and access all sides of 121 Marchant Street, Black Hawk, CO 80422, including any property in the City Right-of-Way requiring a License Agreement, and includes the removal of trees, bushes, and vegetation. The City is not responsible for replacing trees, bushes, or other vegetation except for final finish grading and reseeded all disturbed areas with native grasses and wildflowers.**

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

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

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

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

WITNESS our hand(s) and seal(s) this 24th day of April, 2024.

GRANTOR:

BRANECKI FAMILY LIMITED LIABILITY COMPANY LLC

BY: _____

NAME: **Dixie Lovingier**

TITLE: **LLC Representative**

DATE: _____

GRANTEE: CITY OF BLACK HAWK

By: _____
David D. Spellman, Mayor

Date: _____

Attest: _____
Melissa A. Greiner, City Clerk, CMC

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

EXHIBIT A

EXHIBIT A

A PRESERVATION EASEMENT, LOCATED ON PORTIONS OF LOTS 1 AND 2, BLOCK 9, CITY OF BLACK HAWK, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE SOUTHERLY LINE OF BLOCK 9 TO BEAR SOUTH 65°01'33" EAST, BASED ON THE APPROVED SURVEY MAP OF BLOCK 9 OF THE MAP OF BLACK HAWK, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHERLY END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 160778 AND BEING ON THE SOUTHERLY LINE OF SAID BLOCK 9;

THENCE NORTH 65°01'33" WEST ON THE SOUTHERLY LINE OF SAID BLOCK 9 A DISTANCE OF 64.83 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK;

THENCE NORTH 21°17'51" EAST ON THE WEST LINE OF SAID LOT 1 A DISTANCE OF 84.18 FEET TO THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN THE DECREE OF FINAL SETTLEMENT, RECORDED IN BOOK 223 AT PAGE 331;

THENCE SOUTH 65°01'40" EAST ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN THE DECREE OF FINAL SETTLEMENT, RECORDED IN BOOK 223 AT PAGE 331, A DISTANCE OF 45.48 FEET TO THE LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 160778;

THENCE ON SAID BOUNDARY LINE THE FOLLOWING SEVEN (7) COURSES;

1. SOUTH 24°58'27" WEST A DISTANCE OF 54.70 FEET;
2. SOUTH 65°01'33" EAST A DISTANCE OF 5.93 FEET;
3. SOUTH 24°58'27" WEST A DISTANCE OF 3.00 FEET;
4. SOUTH 65°01'33" EAST A DISTANCE OF 7.82 FEET;
5. SOUTH 24°58'27" WEST A DISTANCE OF 2.30 FEET;

6. SOUTH 65°01'33" EAST A DISTANCE OF 11.00 FEET;
7. SOUTH 24°58'27" WEST A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 4,237 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

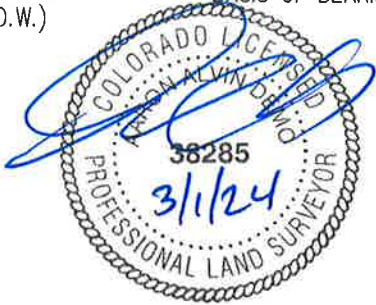
SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

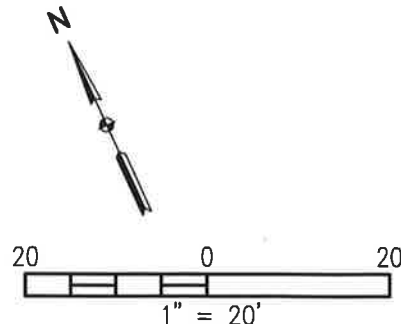
AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.
BASELINE ENGINEERING CORP.
4862 INNOVATION DRIVE, SUITE 100
FORT COLLINS, COLORADO 80525
(970) 353-7600




w:\co-BLACK HAWK ON CALL PROJECTS\co-S-22-10 121 Marchant Street\Drawings\15391 S-22-10_Preservation-Esm. 121 Marchant.dwg, 3/1/2024 1:18:54 PM, Doug Lancaster



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



 <h1>BASELINE</h1> <p>Engineering · Planning · Surveying</p> <p>4862 INNOVATION DR, SUITE 100 • FORT COLLINS, COLORADO 80525 P: 970.353.7600 • F: 866.673.4864 • www.baselineincorp.com</p>	<h2>CITY OF BLACK HAWK</h2>		DESIGNED BY INITIAL SUBMITTAL
	CITY OF BLACK HAWK	COUNTY OF GILPIN	DRAWN BY DKL
<h2>PRESERVATION EASEMENT</h2> <p>121 MARCHANT STREET</p>		CHECKED BY AAD	DRAWING SIZE: 8.5" x 11" SURVEY FIRM: H2CO SURVEY DATE: 03/01/2024 JOB NO.: CO 5-22-10 DRAWING NAME: 15391 5-22-19_Pres-Easmt SHEET 3 OF 3

RESOLUTION 43-2024
A RESOLUTION
APPROVING A
TEMPORARY
CONSTRUCTION
EASEMENT BETWEEN
THE CITY AND JIM J.
JOHNSON JR. AND
CURTIS LINDER
ASSOCIATED WITH
IMPROVEMENTS TO THE
PROPERTY LOCATED AT
121 MARCHANT STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 43-2024

TITLE: A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY AND JIM J. JOHNSON JR. AND CURTIS LINDER ASSOCIATED WITH IMPROVEMENTS TO THE PROPERTY LOCATED AT 121 MARCHANT 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 approves a Temporary Construction Easement between the City and Jim J. Johnson, Jr. and Curtis Linder associated with the improvements to the property located at 121 Marchant Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

To consider a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and **JIM J. JOHNSON JR. AND CURTIS L. LINDER, 111 MARCHANT STREET**, associated with improvements to the property located at 121 Marchant Street.

RECOMMENDATION:

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

MOTION TO APPROVE:

RESOLUTION 43-2024, a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and **JIM J. JOHNSON JR. AND CURTIS L. LINDER** associated with improvements to the property located at 121 Marchant Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The **CITY OF BLACK HAWK** requested a Temporary Construction Easement, as described in Exhibit A, from **JIM J. JOHNSON JR. AND CURTIS L. LINDER, 111 MARCHANT STREET**, to complete the improvements to the property located at 121 Marchant Street.

AGENDA DATE:

April 24, 2024

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED:

Resolution 43-2024
Exhibit A

RECORD:

☐ Yes ☒ No

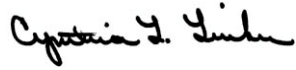
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

[X]Yes []N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Jim J. Johnson Jr. and Curtis L. Linder**, who is the property owner of **111 Marchant, Black Hawk, CO 80422 ("Grantor")**, in consideration of **Twenty Dollars (\$20.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to the **City of Black Hawk**, whose address is **201 Selak Street, Black Hawk, CO 80422, ("Grantee")**, a **Temporary Construction Easement for the full rehabilitation of 121 Marchant Street, Black Hawk, CO 80442**, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such Temporary Construction 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 Construction Easement Property."

1. Said Temporary Construction 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 Construction Easement shall not commence until the Grantee provides written notice to the Grantor of the commencement of the Temporary Construction 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 Construction Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. **The City may use the Temporary Construction Easement Property as access to the property for the site excavation and grading for a foundation system and crawl space with perimeter drainage, new siding and trim, new roofing, sheet metal and flashing, new gutter and downspouts, and fresh paint for 121 Marchant Street, Black Hawk, CO 80422.** The City will have the Contractor clean and repair any damage to existing conditions within the area of the Temporary Construction Easement, as shown in **Exhibit A**. The City and Contractor will develop a Scope of Work with photo documentation, as shown in **Exhibit B**. **The project has a proposed start date of April 25, 2024.**

See **Exhibit B**, attached hereto and incorporated herein by this reference the "Statement of Work Property."

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

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

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

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

WITNESS our hand(s) and seal(s) this 24th day of April 2024.

GRANTOR:

111 Marchant Street

BY: _____

Jim J. Johnson Jr.
Property Owner

DATE: _____

GRANTOR:

111 Marchant Street

BY: _____

Curtis L. Linder
Property Owner

DATE: _____

GRANTEE: CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

EXHIBIT A

**TEMPORARY CONSTRUCTION EASEMENT AREA
131 MARCHANT STREET, BLACK HAWK, CO 80422**

EXHIBIT A

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED IN LOT 2, BLOCK 9, CITY OF BLACK HAWK, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE SOUTHERLY LINE OF BLOCK 9 TO BEAR SOUTH 65°01'33" EAST, BASED ON THE APPROVED SURVEY MAP OF BLOCK 9 OF THE MAP OF BLACK HAWK, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 9:

THENCE SOUTH 65°01'33" EAST ON THE SOUTH LINE OF SAID BLOCK 9 A DISTANCE OF 64.83 FEET TO THE SOUTHEAST CORNER OF THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 160778 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID BOUNDARY LINE AGREEMENT THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 24°58'27" EAST A DISTANCE OF 24.00 FEET;
2. NORTH 65°01'33" WEST A DISTANCE OF 11.00 FEET;
3. NORTH 24°58'27" EAST A DISTANCE OF 2.30 FEET;
4. NORTH 65°01'33" WEST A DISTANCE OF 7.82 FEET;
5. NORTH 24°58'27" EAST A DISTANCE OF 3.00 FEET;
6. NORTH 65°01'33" WEST A DISTANCE OF 5.93 FEET;
7. NORTH 24°58'27" EAST A DISTANCE OF 6.00 FEET;

THENCE SOUTH 65°01'33" EAST A DISTANCE OF 28.75 FEET;

THENCE SOUTH 24°58'27" WEST A DISTANCE OF 35.30 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 9;

THENCE NORTH 65°01'33" WEST ON THE SOUTHERLY LINE OF SAID BLOCK 9 A DISTANCE OF 4.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 372 SQUARE FEET MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.



AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.
BASELINE ENGINEERING CORP.
4862 INNOVATION DRIVE, SUITE 100
FORT COLLINS, COLORADO 80525
(970) 353-7600

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT, LOCATED IN LOT 2, BLOCK 9, CITY OF BLACK HAWK, COUNTY OF GILPIN STATE OF COLORADO

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 24°58'27" E	24.00'
L2	N 65°01'33" W	11.00'
L3	N 24°58'27" E	2.30'
L4	N 65°01'33" W	7.82'
L5	N 24°58'27" E	3.00'
L6	N 65°01'33" W	5.93'
L7	N 24°58'27" E	6.00'
L8	S 65°01'33" E	28.75'
L9	S 24°58'27" W	35.30'
L10	N 65°01'33" W	4.00'

DECREE OF FINAL SETTLEMENT
BK. 223, PG. 331

LOT 1

BLOCK 9
LOT 2

LOT 3

BOUNDARY LINE
AGREEMENT
RECEPTION NO.
160778

BLOCK 8
AMENDMENT 1
LOT 7A

EASEMENT
372 SQ. FT.

POINT OF
COMMENCEMENT

BASIS OF BEARING SOUTHERLY LINE BLOCK 9

S 65°01'33" E 64.83'

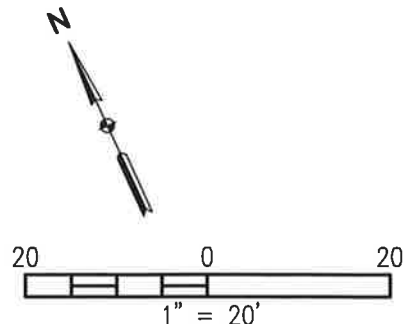
MARCHANT STREET
(25' R.O.W.)

POINT OF
BEGINNING



AARON ALVIN DEMO, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE CORPORATION

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



BASELINE
Engineering · Planning · Surveying

4862 INNOVATION DR, SUITE 100 • FORT COLLINS, COLORADO 80525
P. 970.353.7600 • F. 866.673.4864 • www.baselinecorp.com

CITY OF BLACK HAWK
CITY OF BLACK HAWK COUNTY OF GILPIN
TEMPORARY CONSTRUCTION EASEMENT
111 MARCHANT STREET

DESIGNED BY	INITIAL SUBMITTAL
DRAWING SIZE	8.5" X 11"
SURVEY FIRM	WOOD
SURVEY DATE	03/01/2024
JOB NO.	CO S-22-10
DRAWING NAME	15391 S-22-10_Const-Easmt
CHECKED BY	SHEET 3 OF 3
AAD	

EXHIBIT B

STATEMENT OF WORK FOR TEMPORARY CONSTRUCTION EASEMENT AREA 121 MARCHANT STREET, BLACK HAWK, CO 80422

PRE-CONSTRUCTION

1. Photo document the current condition of the areas within and adjacent to the Temporary Construction Easement area.
2. Remove and salvage existing ornamental wrought iron fence panels along the south and east property line.
3. Remove and salvage all landscaping pavers.
4. Remove and dispose of landscaping rock.
5. Remove and dispose of two dead trees.
6. Inspect and document the current condition of the concrete walkway and flowerbeds adjacent to the Temporary Construction Easement area.
7. Install sturdy construction fencing along the Temporary Construction Easement area to protect people and pets from the active construction zone.

POST-CONSTRUCTION

1. Return the areas within and adjacent to the Temporary Construction Easement area to its pre-construction condition.
2. Remove construction fencing from the Temporary Construction Easement area.
3. Reinstall existing ornamental wrought iron fence panels along the south and east property lines. Touch up any scuffed or damaged areas.
4. Restore all disturbed grading using premium topsoil for a base, provide erosion control mats, seed with low water demand native grass and wildflower mix.
5. Reinstall landscaping pavers and landscaping rock.
6. Inspect the concrete walkway and flower beds adjacent to the Temporary Construction Area to ensure no damage. If damage occurs, replace/repair as required.

PRECONSTRUCTION PHOTOS



















































Sen



RESOLUTION 44-2024
A RESOLUTION
APPROVING A
TEMPORARY
CONSTRUCTION
EASEMENT BETWEEN
THE CITY AND DAVID M.
CRAFT ASSOCIATED
WITH IMPROVEMENTS
TO THE PROPERTY
LOCATED AT 121
MERCHANT STREET

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

Resolution No. 44-2024

**TITLE: A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION
EASEMENT BETWEEN THE CITY AND DAVID M. CRAFT
ASSOCIATED WITH IMPROVEMENTS TO THE PROPERTY LOCATED
AT 121 MARCHANT 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 approves a Temporary Construction Easement
between the City and David M. Craft associated with the improvements to the property located at
121 Marchant Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

To consider a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and **DAVID M. CRAFT, 131 MARCHANT STREET**, associated with improvements to the property located at 121 Marchant Street.

RECOMMENDATION:

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

MOTION TO APPROVE:

RESOLUTION 44-2024, a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and **DAVID M. CRAFT** associated with improvements to the property located at 121 Marchant Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The **CITY OF BLACK HAWK** requested a Temporary Construction Easement, as described in Exhibit A, from **DAVID M. CRAFT**, to complete the improvements to the property located at 121 Marchant Street.

AGENDA DATE:

April 24, 2024

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED:

Resolution 44-2024
Exhibit A

RECORD:

☐ Yes ☒ No

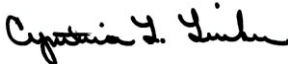
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

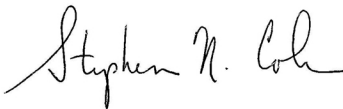
☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **David M. Craft**, who is the property owner of **131 Marchant, Black Hawk, CO 80422 ("Grantor")**, in consideration of **Twenty Dollars (\$20.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to the **City of Black Hawk**, whose address is **201 Selak Street, Black Hawk, CO 80422, ("Grantee")**, a **Temporary Construction Easement for the full rehabilitation of 121 Marchant Street, Black Hawk, CO 80442**, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such Temporary Construction 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 Construction Easement Property."

1. Said Temporary Construction 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 Construction Easement shall not commence until the Grantee provides written notice to the Grantor of the commencement of the Temporary Construction 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 Construction Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. The City may use the Temporary Construction Easement Property as a construction storage and laydown area with access to the property for the length of the full rehabilitation construction project for 121 Marchant Street, Black Hawk, CO 80422. The City will have the Contractor clean and repair any damage to existing conditions to include asphalt paving within the area of the Temporary Construction Easement, as shown in **Exhibit A**. The Scope of Work with photo documentation, is shown in **Exhibit B**. **The project has a proposed start date of April 25, 2024.**

See **Exhibit B**, attached hereto and incorporated herein by this reference the "Statement of Work Property."

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

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

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

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

WITNESS our hand(s) and seal(s) this 24th day of April 2024.

GRANTOR:

131 Marchant Street

BY: 

David M. Craft
Property Owner

4/18/2024

DATE: _____

GRANTEE: CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

EXHIBIT A

**TEMPORARY CONSTRUCTION EASEMENT AREA
131 MARCHANT STREET, BLACK HAWK, CO 80422**



AERIAL GRAPHIC FOR REVIEW

01.17.2024

EXHIBIT A

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED IN LOT 7A, BLOCK 8, AMENDMENT NO. 1, CITY OF BLACK HAWK, RECORDED AT RECEPTION NO. 122951, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE SOUTHERLY LINE OF SAID BLOCK 8 TO BEAR NORTH 72°22'46" WEST, BASED UPON THE RECORDED AMENDMENT OF SAID BLOCK 8, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 8:

THENCE NORTH 72°22'46" WEST ON THE SOUTH LINE OF SAID BLOCK 8 A DISTANCE OF 10.50 FEET;

THENCE NORTH 17°37'14" EAST A DISTANCE OF 23.72 FEET;

THENCE SOUTH 68°42'09" EAST A DISTANCE OF 12.00 FEET TO THE COMMON LINE OF BLOCKS 8 AND 9;

THENCE SOUTH 21°17'51" WEST ON SAID COMMON BLOCK LINE A DISTANCE OF 23.00 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINING 263 SQUARE FEET MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.
BASELINE ENGINEERING CORP.
4862 INNOVATION DRIVE, SUITE 100
FORT COLLINS, COLORADO 80525
(970) 353-7600



EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT, LOCATED IN LOT 7A, BLOCK 8, AMENDMENT NO. 1, CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO

CITY OF BLACK HAWK
BLOCK 8, AMENDMENT 1, LOT 7A
RECEPTION NO. 122951

BLOCK 9
LOT 1

TEMPORARY
CONSTRUCTION
EASEMENT

EASEMENT
263 SQ. FT.

S 68°42'09" E
12.00'

N 17°37'14" E
23.72'

S 21°17'51" W
23.00'

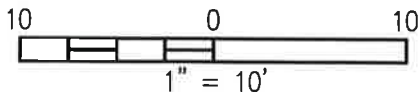
BASIS OF BEARING SOUTHERLY LINE BLOCK 8, AMENDMENT NO. 1

N 72°22'46" W

10.50'

MARCHANT STREET
(25' R.O.W.)

POINT OF
BEGINNING



AARON ALVIN DEMO, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE CORPORATION

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

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P. 970.353.7600 • F. 970.353.7604 • www.baselinecorp.com

CITY OF BLACK HAWK

CITY OF BLACK HAWK

COUNTY OF GILPIN

TEMPORARY CONSTRUCTION EASEMENT

131 Marchant Street

DESIGNED BY	INITIAL SUBMITTAL
	DRAWING SIZE 8.5" X 11"
	SURVEY FIRM NCCO
	SURVEY DATE 01/16/2024
DRAWN BY	JOB NO. CO 5-22-10
DKL	DRAWING NAME 15391 5-22-10_Const-Easmt
CHECKED BY	SHEET 2 OF 2
AKB	196 of 199

EXHIBIT B

STATEMENT OF WORK FOR TEMPORARY CONSTRUCTION EASEMENT AREA 121 MARCHANT STREET, BLACK HAWK, CO 80422

PRE-CONSTRUCTION

1. This phase intends to photo document the current condition of the area within and adjacent to the Temporary Construction Easement area.





POST-CONSTRUCTION

1. This phase intends to return the area within and adjacent to the Temporary Construction Easement area to its pre-construction condition and will include the repair and repaving of the parking space.