



REGULAR MEETING AGENDA

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

August 9, 2023
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: July 26, 2023
7. PUBLIC HEARINGS:
 - A. CB30, An Ordinance Approving a Billing Agreement for the Section 401 of the Clean Water Act; State Water Quality Certification Between the City of Black Hawk and the State of Colorado; Department of Public Health and Environment
 - B. CB31, An Ordinance Approving the Augmentation Station Lease Agreement Between the City of Black Hawk and the City of Northglenn
 - C. CB32, An Ordinance Approving the Property Exchange Agreement Between the City of Black Hawk, Maverick Gaming, LLC and Proximo Distillers, LLC
8. ACTION ITEMS:
 - A. Resolution 62-2023, A Resolution Approving a Temporary Construction Easement Between the City of Black Hawk and the Greiner Family Trust Associated with Improvements to the Property Located at 187 Clear Creek Street
 - B. Resolution 63-2023, A Resolution Approving a Temporary Construction Easement Between the City of Black Hawk and the Fellowship Benevolent Corporation Associated with Improvements to the Property Located at 187 Clear Creek Street
 - C. Resolution 64-2023, A Resolution Approving a License Agreement Between the City of Black Hawk and the Fellowship Benevolent Corporation Associated with Improvements to the Property Located at 187 Clear Creek Street
 - D. Resolution 65-2023, A Resolution Approving the Historic Preservation Easement Agreement Between the City of Black Hawk and the Fellowship Benevolent Corporation in an Amount Not to Exceed \$948,581.00 for the Property Located at 187 Clear Creek Street
 - E. Resolution 66-2023, A Resolution Approving the Rehabilitation Grant Program Agreement Between the City of Black Hawk and the Fellowship Benevolent Corporation in an Amount Not to Exceed \$616,749.00 for the Property Located at 187 Clear Creek Street
 - F. Resolution 67-2023, A Resolution Approving Amendment No. 1 to the Construction Manager/General Contractor Agreement Between the City of Black Hawk and White Construction Group for the Residential Rehabilitation Program Project at 187 Clear Creek Street in an Amount Not To Exceed \$1,565,330.00

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

G. Resolution 68-2023, A Resolution Approving the First Addendum to Professional Services Agreement with PEH Architects, Inc. for the Design and Architectural Construction Services Associated with the Restoration and Rehabilitation of 121 Marchant Street in an Amount Not to Exceed \$135,193.00

H. Resolution 69-2023, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended

9. CITY MANAGER REPORT:

10. CITY ATTORNEY REPORT:

11. EXECUTIVE SESSION:

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

12. ADJOURNMENT:

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

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**City of Black Hawk
City Council**

July 26, 2023

MEETING MINUTES

HR Generalist Carrie Brubaker, representing all the new employees today, 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, July 26, 2023 at 3:00 p.m.

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, Fire Marshal Walsh, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Maintenance Services Manager Jackson, City Engineer Reed, Water System Superintendent Fredericks, Facilities Maintenance Supervisor Miller, Community Planning & Development Director Linker, Baseline Engineering Consultant Harris, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no agenda changes.

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

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

5. EMPLOYEE

INTRODUCTION:

Jason Adkins, Fleet Technician I
Chris Keller, Facilities Maintenance Technician I
Zachary Driscoll, Water Utility Operator I
Keyara Vieweg, Water Utility Operator I

Maintenance Services Manager Steve Jackson introduced Jason Adkins, who comes from the Lincoln Tech career fair connection made back in May. He is doing a great job, and the team is happy to have him.

Facilities Maintenance Supervisor Rory Miller introduced Chris Keller, who completes his team, and they are very pleased to have him.

Water System Superintendent Jason Fredericks introduced his two new water operators Keyara Vieweg and Zach Driscoll. Keyara is at the Hidden Treasure plant, and Zach is at the Dory Hill plant. He said Keyara is currently going to Red Rocks for Water Quality Management, and Zach brings a lot of lab experience with him. He said they both strengthen the team.

City Council warmly welcomed all, and a round of applause was in their honor.

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

7. APPROVAL OF
MINUTES:

June 28, 2023

**MOTION TO
APPROVE**

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

MOTION PASSED

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

8. PUBLIC HEARINGS:

- A. **CB22, An Ordinance Approving and Accomplishing the Annexation of Bates Hill – 2023 Annexation No. 1 of Contiguous Unincorporated City-Owned Property Located in Gilpin County**
- B. **CB23, An Ordinance Approving and Accomplishing the Annexation of Bates Hill – 2023 Annexation No. 2 of Contiguous Unincorporated City-Owned Property Located in Gilpin County**

- C. CB24, An Ordinance Approving and Accomplishing the Annexation of Bates Hill – 2023 Annexation No. 3 of Contiguous Unincorporated City-Owned Property Located in Gilpin County**
- D. CB25, An Ordinance Approving and Accomplishing the Annexation of Bates Hill – 2023 Annexation No. 4 of Contiguous Unincorporated City-Owned Property Located in Gilpin County**
- E. CB26, An Ordinance Approving and Accomplishing the Annexation of Bates Hill – 2023 Annexation No. 5 of Contiguous Unincorporated City-Owned Property Located in Gilpin County**
- F. CB27, An Ordinance Approving and Accomplishing the Annexation of Bates Hill – 2023 Annexation No. 6 of Contiguous Unincorporated City-Owned Property Located in Gilpin County**

Mayor Spellman combined these items, read the titles, and opened the public hearings. He said there would be one vote under an umbrella motion.

Baseline Engineering Consultant Harris explained the proposal for annexing six parcels on the south side of Maryland Mountain in the Bates Hill area. All six parcels are City-owned and encompass 19.6 acres. He said an Annexation Impact Report was provided to the County as per state statute. New services available for those properties include Black Hawk Police and Fire protection. He briefly discussed the request to zone these parcels to the HARD District, which is agenda item 8G.

It was noted that there is no other private individual property in this area; the rest is BLM property, which raised the question about disconnecting from Timberline Fire Protection District. City Attorney Hoffmann said this is the time to work with Proximo to request a combined exclusion of properties left in the Timberline District, so there is no confusion regarding who will respond in an emergency.

City Attorney Hoffmann noted that annexing municipality-owned property by state law does not require a public hearing; however, our Code and Charter require a public hearing on Ordinances, so it was listed as so on the agenda. Conversely, he added that zoning requires a 15-day public hearing notice per state law.

Mr. Harris concluded that this completes the enclaves and City ownership annexations in Maryland Mountain and the Bates Hill areas.

PUBLIC HEARING:

Mayor Spellman declared Public Hearings on CB22 through CB27, Ordinances approving and accomplishing the Annexation of Bates Hill – 2023 Annexations No. 1 through 6 of contiguous unincorporated City-owned property located in Gilpin County open and invited anyone

wanting to address the Board either “for” or “against” the proposed Ordinances to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearings closed.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve CB22 through CB27, Ordinances approving and accomplishing the Annexation of Bates Hill – 2023 Annexations No. 1 through No. 6 of contiguous unincorporated City-owned property located in Gilpin County.

MOTION PASSED

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

G. CB28, A Bill for an Ordinance Zoning Certain City-Owned Properties Known as the Bates Hill 2023 Annexations 1-6 to the History Appreciation Recreation Destination (HARD) Zone District

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris had already given his presentation.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearings on CB28, a Bill for an Ordinance zoning certain City-owned properties known as the Bates Hill 2023 Annexations 1-6 to the History Appreciation Recreation Destination (HARD) Zone District open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve CB28, a Bill for an Ordinance zoning certain City-owned properties known as the Bates Hill 2023 Annexations 1-6 to the History Appreciation Recreation Destination (HARD) Zone District.

MOTION PASSED

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

H. CB29, An Ordinance Amending Section 18-5 of the Black Hawk Municipal Code, Addressing Amendments to the Adopted International Fire Code, 2021 Edition

Mayor Spellman read the title and opened the public hearing.

Fire Marshal Walsh introduced three proposed items to revise this section of the Code. The first was to add minimum requirement language for a Deputy Fire Code Official; the second was to add an exception for fire sprinkler requirements for Occupancy Group R buildings, which the Proximo cabins and Hawk's Landing Geodesic Domes fall under, and lastly, to delete a section of Code that they have found added to the false alarm issues in the casinos. He gave clear, concise examples and explained the fire safety features still in place, as per Code.

Mayor and Council commended Mr. Walsh and Fire Chief Woolley for their proactive research and for bringing these housekeeping items to Council before these developments began, which could have been very cost prohibitive.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearings on CB29, an Ordinance amending Section 18-5 of the Black Hawk Municipal Code, addressing amendments to the adopted International Fire Code, 2021 Edition open and invited anyone wanting to address the Board either "for" or "against" the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennett to approve CB29, an Ordinance amending Section 18-5 of the Black Hawk Municipal Code, addressing amendments to the adopted International Fire Code, 2021 Edition.

MOTION PASSED

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

I. Resolution 59-2023, A Resolution Approving the Certificate of Architectural Compatibility for the Property Located at 187 Clear Creek Street

Mayor Spellman read the title and opened the public hearing.

Community Planning & Development Director Linker said the design is done, and they are now ready to move forward with construction; the first step is to obtain the Certificate of Architectural Compatibility. She reviewed the items in the packet, all meeting the rehabilitation criteria and design guidelines. Staff recommends approval. She plans to bring the construction approvals before Council's next meeting on August 9th.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearings on Resolution 59-2023, a Resolution approving the Certificate of Architectural Compatibility for the property located at 187 Clear Creek Street open and invited anyone wanting to address the Board either "for" or "against" the proposed Resolution to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 59-2023, a Resolution approving the Certificate of Architectural Compatibility for the property located at 187 Clear Creek Street.

MOTION PASSED

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

9. ACTION ITEMS:

A. Resolution 60-2023, A Resolution Accepting the City of Black Hawk 2022 Audit

Mayor Spellman read the title.

Finance Director Hillis introduced this item. He was happy to announce it was another clean or unqualified opinion, which is the best a City can receive.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 60-2023, a Resolution accepting the City of Black Hawk 2022 Audit.

MOTION PASSED

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

B. Resolution 61-2023, A Resolution Approving Change Order #1 with PEH Architects in the Amount of \$114,468.00 for Design Services Associated with the Copper Kitchen Pizzeria Project

Mayor Spellman read the title.

City Engineer Reed introduced this item and said the design and building permit plans were complete for the Copper Kitchen; then, construction costs came in much higher than expected, so the team regrouped. He said the new conceptual plan calls for new building construction instead of relocating and rehabilitating the existing building, simplifying the footprint and construction methods, and saving some construction costs. He said they added scope to the project by adding an exterior elevator and roadway improvements to the lower end of Church Street. A new set of full-build-out construction documents must be prepared for this revised concept.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 61-2023, a Resolution approving Change Order #1 with PEH Architects in the amount of \$114,468.00 for design services associated with the Copper Kitchen Pizzeria Project.

MOTION PASSED

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

10. CITY MANAGER
REPORT:

City Manager Cole had nothing to report.

11. CITY ATTORNEY
REPORT:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended item number 5 only for Executive Session and the negotiations regarding City-owned property.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:35 p.m. to hold a conference with the City's Attorney 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 3:50 p.m.

MOTION PASSED

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:50 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 30
ORDINANCE 2023-30
AN ORDINANCE
APPROVING A BILLING
AGREEMENT FOR THE
SECTION 401 OF THE
CLEAN WATER ACT;
STATE WATER QUALITY
CERTIFICATION
BETWEEN THE CITY OF
BLACK HAWK AND THE
STATE OF COLORADO;
DEPARTMENT OF PUBLIC
HEALTH AND
ENVIRONMENT**

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

COUNCIL BILL NUMBER: CB30

ORDINANCE NUMBER: 2023-30

TITLE: AN ORDINANCE APPROVING A BILLING AGREEMENT FOR THE SECTION 401 OF THE CLEAN WATER ACT; STATE WATER QUALITY CERTIFICATION BETWEEN THE CITY OF BLACK HAWK AND THE STATE OF COLORADO; DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

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

Section 1. The City of Black Hawk hereby approves a reimbursement agreement with the State of Colorado, Department of Public Health and Environment (CDPHE) for their review of a permit application for the construction of a raw water reservoir being proposed by the City of Black Hawk. CDPHE is a cooperating agency with review authority for projects that require a Corp of Engineers permit. The state has decided that each applicant shall bear the expense of the review. To that end, the reimbursement agreement is particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Council Bill 30, an Ordinance approving an agreement with the State of Colorado, Department of Public Health and Environment for the Billing Agreement for the Section 401 of the Clean Water Act, State Water Quality Certification for the City of Black Hawk Water Supply Project.

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

***MOTION TO APPROVE** Council Bill 30, an Ordinance approving a billing agreement for the Section 401 of the Clean Water Act; State Water Quality Certification between the City of Black Hawk and the State of Colorado, Department of Public Health and Environment.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Attached is an agreement with The State of Colorado, Department of Public Health and Environment (CDPHE) for their review of a permit application for raw water system improvements including the construction of a reservoir being proposed by the City of Black Hawk. CDPHE is a cooperating agency with review authority for projects that require a Corp of Engineers permit. The state has decided that each applicant shall bear the expense of the review, resulting in this agreement.

Staff has contacted the City Attorney and his opinion the agreement is acceptable to the City of Black Hawk.

AGENDA DATE: August 9th, 2023

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: TI/BD

DOCUMENTS ATTACHED: agreement

RECORD ☐ Yes ☐ No

CoBH Certificate of Insurance Required ☐ Yes ☐ No

CITY ATTORNEY REVIEW: ☐ Yes ☐ No ☐ N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, City Manager

July 21, 2023

City of Black Hawk
Attn: Bradley Dallam
Water Resource Engineer
1040 Dory Hill Road
Black Hawk, CO 80422

Re: City of Black Hawk, Black Hawk Water Supply Project, Billing Agreement for the Section 401 of the Clean Water Act, State Water Quality Certification

Dear Mr. Bradley Dallam:

The Colorado Department of Public Health and Environment, Water Quality Control Division ("Division"), has been asked to review the water quality analysis and analytical approaches with which the City of Black Hawk ("City") will prepare an Environmental Assessment ("EA") for the Black Hawk Water Supply Project ("Project"). The purpose of the Division's early involvement is to ensure that the data and analyses used for the EA can also support the Division's 401 Water Quality Certification ("401 Certification") process.

Pursuant to §25-8-502(1.2)(a), C.R.S., the Division assigns projects requiring 401 Certification a tier, ranging from one to four, based on several factors, including project complexity, potential impacts, and the expected level of public participation. The Division has determined that, due to the high degree of technical complexity, the potential for water quality impacts, and the likelihood of public participation, the Project qualifies as a Tier 3 project. Applicants are required to pay the actual costs of review for Tier 3 projects based on calculated hourly fees.

In addition to Division staff time to participate in the EA review process to the extent that it is relevant to future 401 Certification, the complexity and scale of the Project will require that the Division contract with a consultant who can provide technical assistance in the analysis and review of water quality data, models, and technical reports. The Division will charge the applicant for contractor costs. Once the Division enters into a contract with a consultant for the Project, it will inform the City of the contractor selected and the contractor's hourly rates. Contractor fees will vary depending on the nature and complexity of the review required at a given time.

To secure the Division's participation in the EA review process in preparation for the City's future request for 401 Certification, the City agrees to pay Tier 3 project fees calculated based on hours worked by Division staff and its contractor. Division staff includes, but is not limited to, technical and regulatory staff, supervisory staff, and administrative and fiscal support. The Division will bill the City on a monthly basis following months in which it and/or its contractor performs work on the Project. The City will submit full payment to the Division within 30 days of receiving each invoice. If the Division does not receive full payment within

30 days, the Division and its contractor will cease all work on the Project until the City submits payment.

While the exact amount of Division staff and contractor time is currently unknown, the division estimates that costs will not exceed a cumulative amount of \$25,000 between July 1, 2023 and June 30, 2024. The Division will revisit the work and fees quarterly to determine if an adjustment is warranted. If the Division determines that adjustment is necessary, it will provide the City with a new billing agreement.

By signing this billing agreement, the City accepts its terms and allows the Division to participate in the EA review process for the Project as it relates to future 401 Certification, with contractor support as needed. The Division cannot proceed with the Project unless the City signs the billing agreement. If the City wishes for the Division to cease participation in the EA review process, the City must send the Division separate notice to that effect. Upon receipt of such notice, the Division will withdraw from the EA review process.

Sincerely,

Sarah Wheeler

Sarah Wheeler
Environmental Data Unit Manager
Water Quality Control Division

As an authorized representative of the City of Black Hawk hereby agrees to the billing charges as described above and agrees to pay these charges when invoiced:

Sign _____ date _____

Print Name _____



**COUNCIL BILL 31
ORDINANCE 2023-31
AN ORDINANCE
APPROVING THE
AUGMENTATION
STATION LEASE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND THE CITY OF
NORTHGLENN**

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

COUNCIL BILL NUMBER: CB31

ORDINANCE NUMBER: 2023-31

**TITLE: AN ORDINANCE APPROVING THE AUGMENTATION STATION
LEASE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND
THE CITY OF NORTHGLENN**

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

Section 1. The City of Black Hawk hereby approves Northglenn's conditional use of the Black Hawk Augmentation station. Northglenn owns inches of the Church Ditch and desires to use those inches by conveying their water through the Black Hawk Augmentation Station, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk. Black Hawk will receive \$500 per year for this service.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Council Bill 31, an Ordinance approving the Facility Use Agreement with the City of Northglenn.

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

MOTION TO APPROVE Council Bill 31, an Ordinance approving the Augmentation Station lease between the City of Black Hawk and the City of Northglenn

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

For the past ten years, Northglenn has been using the Black Hawk Augmentation Station to utilize their Church Ditch inches to augment their water rights portfolio. The previous agreement has run its course and a similar agreement is being proposed for a continued relationship with Northglenn. Black Hawk receives \$500 per year for our efforts and facilities in assisting Northglenn.

Staff has contacted Water Counsel and his opinion is that the changes are acceptable to the City of Black Hawk.

AGENDA DATE: August 9, 2023

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: TI/BD

DOCUMENTS ATTACHED: agreement

RECORD ☐ Yes ☐ No

CoBH Certificate of Insurance Required ☐ Yes ☐ No

CITY ATTORNEY REVIEW: ☐ Yes ☐ No ☐ N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, City Manager

CHURCH DITCH AUGMENTATION STATION LEASE AGREEMENT

This AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the **City of Black Hawk** (“Black Hawk”), a municipal corporation organized under the laws of the State of Colorado, whose address is 201 Selak Street, Black Hawk, Colorado, 80422, and the **City of Northglenn**, (“Northglenn”), a municipal corporation organized under the laws of the State of Colorado, whose address is 11701 Community Center Drive, Northglenn, Colorado 80233. Black Hawk and Northglenn may sometimes be referred to herein collectively as the “Parties.”

RECITALS

- A. Black Hawk owns and operates the Black Hawk Church Ditch Augmentation Station (“Church Ditch Augmentation Station”) located in Section 32 of T3S, R70W of the 6th P.M, in Jefferson County, Colorado, which delivers water to Clear Creek from the Church Ditch (also known as the Golden City and Ralston Creek Ditch); and
- B. Northglenn holds the right to receive deliveries on certain “inches” of water from the Church Ditch Water Authority diverted pursuant to the water rights decreed to the Church Ditch. Northglenn currently owns approximately 906.01758 Church Ditch inches upon which Northglenn owes a 3.6% return flow obligation to Clear Creek, plus assessed transit losses. Said return flows with transit losses will be delivered to Clear Creek through the City of Black Hawk’s Church Ditch Augmentation Station. Northglenn may acquire additional inches in the future. Northglenn’s current and future ownership of Church Ditch inches will be referred to herein as “Northglenn’s Church Ditch inches”; and
- C. Northglenn desires to use the Church Ditch Augmentation Station to measure and deliver to Clear Creek water available pursuant to Northglenn’s Church Ditch inches; and
- D. Black Hawk agrees to operate the Church Ditch Augmentation Station for the benefit of Northglenn for delivering to Clear Creek water available pursuant to Northglenn’s Church Ditch inches under the terms of this agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Black Hawk agrees to operate the Church Ditch Augmentation Station to measure deliveries to Clear Creek for Northglenn’s Church Ditch inches.
- 2. Northglenn will be assessed ditch losses, as assessed by the Church Ditch Water Authority, for water delivered at the Church Ditch Augmentation Station. Such ditch loss assessment by the Church Ditch Water Authority may vary by month depending on total Church Ditch diversions.

3. Use of the Church Ditch augmentation station to return water to Clear Creek for Northglenn's Church Ditch inches shall be on a space available basis, after deliveries to Clear Creek by Black Hawk for its own Church Ditch inches and after deliveries to Clear Creek by Black Hawk under Black Hawk's written agreement with the Colorado Historical Society for the Colorado Historical Society's 1.0 Church Ditch inch.
4. Operation: Northglenn shall contact Black Hawk to request use of the Augmentation Station for their return flows. Northglenn will inform Black Hawk of the amount of their requested return flows in cubic feet per second. Black Hawk will notify Northglenn if space is available for Northglenn's requested return flow within 24-hours. It is anticipated that Northglenn's flow change requests will not exceed Black Hawk's required flow adjustments. No more than one flow change may be requested by Northglenn per week.
5. Cost. There shall be a charge to Northglenn of \$500.00 per year for Black Hawk's operation of the Church Ditch Augmentation Station pursuant to this Agreement, to be paid on or before March 31st of each year.
6. Term of Agreement. The term of the Agreement will be for five years, beginning on the date of execution of this Agreement. If not otherwise terminated, this Agreement may be renewed annually upon written mutual agreement of the Parties after the five-year initial term.
7. Accounting. Northglenn is responsible for submitting the accounting for the diversions and for the returns contemplated herein to the Division Engineer's Office.
8. Termination. This Agreement may be terminated by Black Hawk or Northglenn by written agreement of the parties.
9. Notices. All notices and other communications under this Agreement shall be in writing. All such notices and communications shall be deemed to have been duly given: on the date of service, if delivered and served personally, or served via e-mail or facsimile on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the Party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

Black Hawk: City of Black Hawk
 Public Works Director
 201 Selak Street
 P.O. Box 68
 Black Hawk, CO 80422
 Facsimile: (303) 582-2250
 E-mail: tisbester@cityofblackhawk.org

With a Copy to: David L. Kueter
Holsinger Law LLC
1800 Glenarm Place, Suite 500
Denver, CO 80202
Facsimile: (303) 496-1025
E-mail: dkueter@holsingerlaw.com

City of Northglenn: City of Northglenn
Tamara Moon
Environmental Manager
11701 Community Center Drive
Northglenn, CO 80233
E-mail: tmoon@northglenn.org

With a Copy to: Brent Bartlett
Fischer, Brown, Bartlett, Larsen and Irby, PC
1319 E. Prospect Rd.
Fort Collins, CO 80525
E-mail: brentbartlett@fbgpc.com

11. No Third Party Beneficiaries. This Agreement is for the sole benefit of and binds the Parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party.
12. Governmental Immunity. Nothing in this Agreement shall be construed to waive either Party's protection from liability or the limitations on liability due to sovereign immunity under the Colorado Governmental Immunity Act or otherwise.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
14. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Black Hawk and Northglenn have contributed substantially and materially to the preparation of this Agreement .
15. Authority. The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

Executed as of the date first set forth above.

City of Black Hawk

Approved as to content and form;

David D. Spellman
Mayor

David L. Kueter
Attorney

City of Northglenn

Approved as to content and form;

Heather Geyer
City Manager

Brent Bartlett
Attorney

**COUNCIL BILL 32
ORDINANCE 2023-32
AN ORDINANCE
APPROVING THE
PROPERTY EXCHANGE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK, MAVERICK
GAMING, LLC AND
PROXIMO DISTILLERS,
LLC**

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

COUNCIL BILL NUMBER: CB32

ORDINANCE NUMBER: 2023-32

TITLE: AN ORDINANCE APPROVING THE PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF BLACK HAWK, MAVERICK GAMING, LLC AND PROXIMO DISTILLERS, LLC

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

Section 1. The City of Black Hawk hereby approves the Property Exchange Agreement the City of Black Hawk, Maverick Gaming, LLC And Proximo Distillers, LLC, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Pursuant to C.R.S. § 31-15-713(1)(a), the City finds and determines that such property identified in the Property exchange Agreement as the “BH Parcel” is no longer used or held for any governmental purpose by the City.

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

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Property Exchange Agreement conveying 7315 Black Hawk Boulevard (Mill site 23) to Maverick Gaming LLC.

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

MOTION TO APPROVE *Council Bill 32, an Ordinance approving the Property Exchange Agreement between the City of Black Hawk, Maverick Gaming LLC and Proximo Distillers LLC.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In 2016, Gold Mountain Development conveyed its holdings to RSM Partners. In 2020, RSM conveyed multiple properties to Proximo. During a subsequent title review, Proximo determined Maverick Gaming LLC. has an ownership interest in the Denver Lode, St. Anthony Lode, and Government Lot 144. Proximo wants full ownership of the parcels as the area is developed. The City offered to convey .08 acres located at 7315 Black Hawk Boulevard to Maverick in exchange for Maverick conveying their interest in the properties listed above to Maverick. The exchange gives Proximo full ownership of the above properties along Lake Gulch Road, reducing potential access conflicts as Lake Gulch Road is improved. In addition, the conveyance of 7315 Black Hawk Boulevard to Maverick will consolidate all the property in the block, which will help Maverick sell the property and make it easier for any developer to use the entire site for development.

AGENDA DATE: August 9, 2023

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

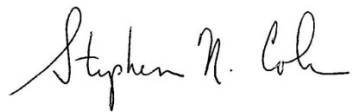
DOCUMENTS ATTACHED: Property Exchange Agreement and a City map depicting the ownership of 7315 Black Hawk Boulevard.

RECORD: [x] Yes [] No

CoBH CERTIFICATE OF INSURANCE REQUIRED [] Yes [] No

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

SUBMITTED BY:



Stephen N. Cole, City Manager

PROPERTY EXCHANGE AGREEMENT

This PROPERTY EXCHANGE AGREEMENT (“**Agreement**”) is made by and between the City of Black Hawk, a home rule municipal corporation of the State of Colorado (the “**City**”); Maverick Gaming LLC, a Washington limited liability company whose principal office street address is 2926 Montessouri Street, Las Vegas, NV 89117 (“**Maverick**”); and Proximo Distillers, LLC, a Colorado limited liability company whose legal address is 200 S. Kalamath Street, Denver, CO 80223 (“**Proximo**”). Collectively, the foregoing entities shall be referred to as the “**Parties**.”

RECITALS

A. WHEREAS, in 2016, Gold Mountain Development (“**GMD**”) conveyed its Gilpin County real property holdings to RSM Partners (“**RSM**”);

B. WHEREAS, in 2020, RSM conveyed the properties it obtained from GMD to Proximo;

C. WHEREAS, upon complete title review, Proximo discovered that it had only obtained partial interests in the Denver Lode, the St. Anthony Lode, and Government Lot 144 (collectively, the “**Properties**”) in the 2020 conveyance from RSM;

D. WHEREAS, the title review concluded that, as a matter of title, the remaining interests in the Properties (i.e., those partial interests that were not conveyed to Proximo by RSM) (the “**Remainders**”) were still vested in GMD;

E. WHEREAS, Maverick is the successor-in-interest to GMD, and therefore has been deemed to be vested in the Remainders;

F. WHEREAS, to induce Maverick to convey the Remainders to Proximo, the City has agreed to convey a certain parcel of real property commonly known as 7315 Black Hawk Boulevard (the “**BH Parcel**”) to Maverick; and

G. WHEREAS, Maverick desires to convey the Remainders to Proximo, Proximo desires to accept the Remainders from Maverick and become fully vested in the Properties, and the City desires to convey the BH Parcel to Maverick.

NOW, THEREFORE, for valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby confessed and conclusively acknowledged, the Parties agree as follows:

AGREEMENT

1. The above recitals are material to this Agreement and are incorporated herein by this reference.

2. Maverick will execute the attached deeds conveying its right, title, and interest in the Properties to Proximo.

3. The City will convey the BH Parcel to Maverick by Bargain and Sale Deed in the form attached hereto. In addition, the City finds and determines pursuant to C.R.S. § 31-15-713(1)(a) that such property is no longer used or held for any governmental purpose.

4. The City will cause the deeds to the Properties and the BH Parcel to be recorded in series, as close to simultaneously as practicable, in the Public Records of Gilpin County.

5. Interpretation. The language in all parts of this Agreement shall be in all cases construed in accordance with its fair meaning and not strictly for or against either Party. The headings contained in this Agreement are for convenience and reference only and shall not be used in the interpretation of this Agreement or any provision hereof. Whenever used in this Agreement, unless the context clearly requires otherwise, the singular number shall include the plural and the plural shall include the singular.

6. Governing Law. This Agreement will be interpreted according to the laws of the State of Colorado.

7. Execution in Counterparts. This Agreement may be executed in counterparts, including signatures by facsimile or other means of electronic signature and transmission, and each counterpart shall constitute an original.

8. Complete Agreement. This Agreement is the complete understanding and agreement of the Parties and supersedes, merges, and voids any and all prior agreements or understandings, written or verbal. Anything that does not plainly and expressly appear in writing in the text of this Agreement has not been agreed upon.

[signature pages to follow]

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

By: Eric Persson
Its: Chief Executive Officer

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Eric Persson, Chief Executive Officer of Maverick Gaming LLC, a Washington limited liability company.

Notary Public

PROXIMO DISTILLERS, LLC

By: Peter Macca
Its: Director of Distillery Operations

State of _____)
) ss.
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Peter Macca, as Director of Distillery Operations for Proximo Distillers, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

Notary Public

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS, that Maverick Gaming LLC, a Washington limited liability company, the “Grantor,” whose principal office street address is 2926 Montessouri Street, Las Vegas, NV 89117, as successor-in-interest to Gold Mountain Development, LLC,

for the consideration of the sum of Ten and no/100 DOLLARS, (\$10.00), in hand paid, hereby sells and quitclaims to Proximo Distillers, LLC, a Colorado limited liability company, the “Grantee,” whose legal address is 200 S. Kalamath Street, Denver, CO 80223, City and County of Denver and State of Colorado, the following real property in the County of Gilpin and State of Colorado, to wit:

**Denver Lode Mining Claim,
U.S. Mineral Survey No. 745,
As described in U.S. Patent recorded July 16, 1929,
In Book 187, Page 465
County of Gilpin, State of Colorado.**

with all its appurtenances.

Signed this _____ day of _____, 2023.

Maverick Gaming LLC

BY: Eric Persson
ITS: Chief Executive Officer

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Eric Persson, Chief Executive Officer of Maverick Gaming LLC, a Washington limited liability company.

Witness my hand and official seal.
My commission expires:

Notary Public

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS, that Maverick Gaming LLC, a Washington limited liability company, the “Grantor,” whose principal office street address is 2926 Montessouri Street, Las Vegas, NV 89117, as successor-in-interest to Gold Mountain Development, LLC,

for the consideration of the sum of Ten and no/100 DOLLARS, (\$10.00), in hand paid, hereby sells and quitclaims to Proximo Distillers, LLC, a Colorado limited liability company, the “Grantee,” whose legal address is 200 S. Kalamath Street, Denver, CO 80223, City and County of Denver and State of Colorado, the following real property in the County of Gilpin and State of Colorado, to wit:

**St. Anthony Lode Mining Claim,
U.S. Mineral Survey #19174,
situate in the Lake Mining District,
County of Gilpin, State of Colorado.**

with all its appurtenances.

Signed this _____ day of _____, 2023.

Maverick Gaming LLC

BY: Eric Persson
ITS: Chief Executive Officer

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Eric Persson, Chief Executive Officer of Maverick Gaming LLC, a Washington limited liability company.

Witness my hand and official seal.
My commission expires:

Notary Public

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS, that Maverick Gaming LLC, a Washington limited liability company, the “Grantor,” whose principal office street address is 2926 Montessouri Street, Las Vegas, NV 89117, as successor-in-interest to Gold Mountain Development, LLC,

for the consideration of the sum of Ten and no/100 DOLLARS, (\$10.00), in hand paid, hereby sells and quitclaims to Proximo Distillers, LLC, a Colorado limited liability company, the “Grantee,” whose legal address is 200 S. Kalamath Street, Denver, CO 80223, City and County of Denver and State of Colorado, the following real property in the County of Gilpin and State of Colorado, to wit:

**Government Lot 144,
Section 18, Township 3 South, Range 72 West of the P.M.,
County of Gilpin, State of Colorado.**

with all its appurtenances.

Signed this _____ day of _____, 2023.

Maverick Gaming LLC

BY: Eric Persson
ITS: Chief Executive Officer

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Eric Persson, Chief Executive Officer of Maverick Gaming LLC, a Washington limited liability company.

Witness my hand and official seal.
My commission expires:

Notary Public

Recorded at _____o'clock_____.M., _____
Reception No. _____, Recorder

BARGAIN AND SALE DEED

KNOW BY ALL THESE PRESENTS, City of Black Hawk, Colorado (“Grantor”), whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422, County of Gilpin, and State of Colorado for the consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to Colorado MG 1031 LLC, a Colorado limited liability company (“Grantee”), whose principal office street address is 2926 Montessouri Street, Las Vegas, NV 89117, the following real property, situate in the County of Gilpin and State of Colorado, to wit:

See Exhibit A, attached hereto, and incorporated herein by this reference,

which real property is also known by street and number as 7315 Black Hawk Boulevard, Black Hawk, CO 80422.

Signed this_____day of_____, 2023.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by David D. Spellman, as the Mayor of the City of Black Hawk, Colorado.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A

A parcel of land located in Section 7, Township 3 South, Range 72 West of the 6th P.M., being a portion of Mill Site 23, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Bounded westerly by the Mill Site of Masters, Moore, and Taylor, northerly by Clear Creek Street, and easterly of Benton Alley, being 100 feet square, more or less, less that part deeded for the right-of-way of State Highway 119.

This property can be more specifically described as follows:

Beginning at Corner No. 3 of the Michigan City Mill Site, U.S. Mineral Survey 128B (1871), Book 56 at Page 1, U.S. Patent to J. E. Gay; Thence N39°45'00"W 35.00 feet along said Michigan City Mill Site from Corner No. 3 to Corner No. 2 of said Michigan City Mill Site, which is also Corner No. 5 of the Fisk Mill Site, U.S. Mineral Survey 186B, Book 56 at Page 428, U.S. Patent to Masters, Moore, and Taylor;

Thence N19°45'00"W 71.00 feet along said Fisk Mill Site from Corner No. 5 to Corner No. 4;

Thence N42°23'00"E along line 4-3 said Fisk Mill Site 10.68 feet to a point on the Southwesterly Right of Way Line of Colorado State Highway No. 119;

Thence along said Right of Way line and along the arc of a curve to the right an arc distance of 105.73 feet, having a radius of 1382.60 feet, a central angle of 04°22'53", and a chord bearing of S57°17'20"E 105.70 feet to a point on the line of said Michigan City Mill Site between Corner No. 4 and Corner No. 3;

Thence S50°15'00"W 57.82 feet on the line of said Michigan City Mill Site between Corner No. 4 and Corner No. 3 to the point of beginning.



RESOLUTION 62-2023
A RESOLUTION
APPROVING A
TEMPORARY
CONSTRUCTION
EASEMENT BETWEEN
THE CITY OF BLACK
HAWK AND THE GREINER
FAMILY TRUST
ASSOCIATED WITH
IMPROVEMENTS TO THE
PROPERTY LOCATED AT
187 CLEAR CREEK
STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 62-2023

TITLE: A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY AND THE GREINER FAMILY TRUST ASSOCIATED WITH IMPROVEMENTS TO THE PROPERTY LOCATED AT 187 CLEAR CREEK 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 Greiner Family Trust associated with the improvements to the property located at 187 Clear Creek Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of August, 2023.

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 **GREINER FAMILY TRUST** associated with improvements to the property located at 187 Clear Creek Street.

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

MOTION TO APPROVE: **RESOLUTION 62-2023**, a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and the **GREINER FAMILY TRUST** associated with improvements to the property located at 187 Clear Creek Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The **CITY OF BLACK HAWK** requested a Temporary Construction Easement, as described in Exhibit A, from the **GREINER FAMILY TRUST** to complete the improvements to the property located at 187 Clear Creek Street.

AGENDA DATE: 8/9/2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

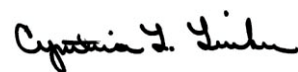
DOCUMENTS ATTACHED: Resolution 62-2023
Exhibit A

RECORD: []Yes [X]No

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

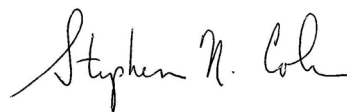
CITY ATTORNEY REVIEW: [X]Yes []N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Greiner Family Trust**, who is the property owner of **185 Clear Creek Street, 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 187 Clear Creek 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 window installation, new roofing, sheet metal and flashing, new gutter and downspouts, and fresh paint for 187 Clear Creek 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 September 2023.**

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 **9th day of August, 2023**.

GRANTOR:

GREINER FAMILY TRUST

BY: 
25879E3444E94C3
Thomas David Greiner
Co-Trustee

7/31/2023
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
185 CLEAR CREEK STREET, BLACK HAWK, CO 80422**

EXHIBIT A**DESCRIPTION:**

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED WITHIN A PORTION OF THE ROADWAY EASEMENT RECORDED AT RECEPTION NO. 146177 AND A PORTION OF LOT 6, BLOCK 7, PER THE BOUNDARY LINE AGREEMENT RECORDED AT RECEPTION NO. 147563, BASED UPON THE SURVEY MAP OF BLOCK 7, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON - CITY SURVEYOR, DATED MAY AND JUNE 1866, IN 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF LOTS, 6 AND 7, OF SAID BLOCK 7, AS MONUMENTED ON THE WEST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 AND ON THE EAST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 ASSUMING TO BEAR SOUTH 54°13'28" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 112.72 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 7;

THENCE SOUTH 54°13'28" EAST ON THE NORTH LINE OF SAID LOT 6, BLOCK 7 A DISTANCE OF 67.71 FEET TO THE NORTH END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 147563;

THENCE ALONG THE LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 147563 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 36°55'54" WEST A DISTANCE OF 64.24 FEET;
2. NORTH 78°20'28" WEST A DISTANCE OF 16.69 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 21°47'10" WEST A DISTANCE OF 50.72 FEET;

THENCE NORTH 68°12'50" WEST A DISTANCE OF 17.00 FEET;

THENCE NORTH 21°47'10" EAST A DISTANCE OF 50.72 FEET;

THENCE SOUTH 68°12'50" EAST A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 862 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

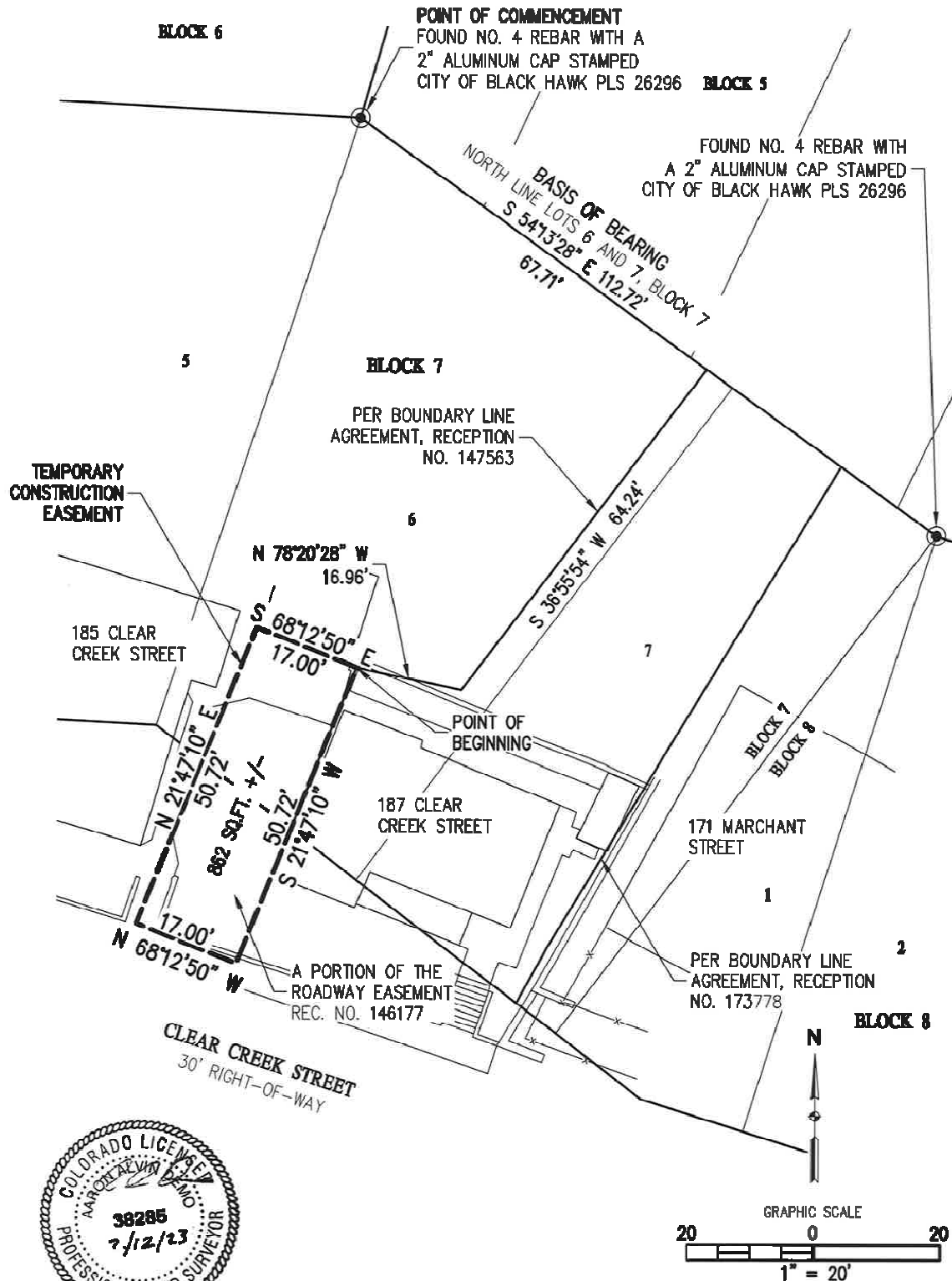
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT 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.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600



EXHIBIT A



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

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

BASELINE
 Engineering • Planning • Surveying

4007 S. LINCOLN AVENUE, SUITE 400 • LITTLE ROCK, ARKANSAS 72205
 P. 501.654.2000 • F. 501.654.2001 • www.baselinesurvey.com

CITY OF BLACK HAWK
 CITY OF BLACK HAWK COUNTY OF GILPIN
TEMPORARY CONSTRUCTION EASEMENT
 185 CLEAR CREEK STREET

DESIGNED BY	INITIAL SUBMITTAL	07/03/2023
DRAWN BY	DRAWING SIZE	8.5" x 14"
DKL	SURVEY FROM	NO. 000
	SURVEY DATE	07/03/2023
	JOB NO.	15391
	DRAWING NAME	S-22-09 LA
CHECKED BY	SHEET	2 OF 45
AAD		

EXHIBIT B

STATEMENT OF WORK FOR TEMPORARY CONSTRUCTION EASEMENT AREA 185 CLEAR CREEK STREET, BLACK HAWK, CO 80422

PRE-CONSTRUCTION

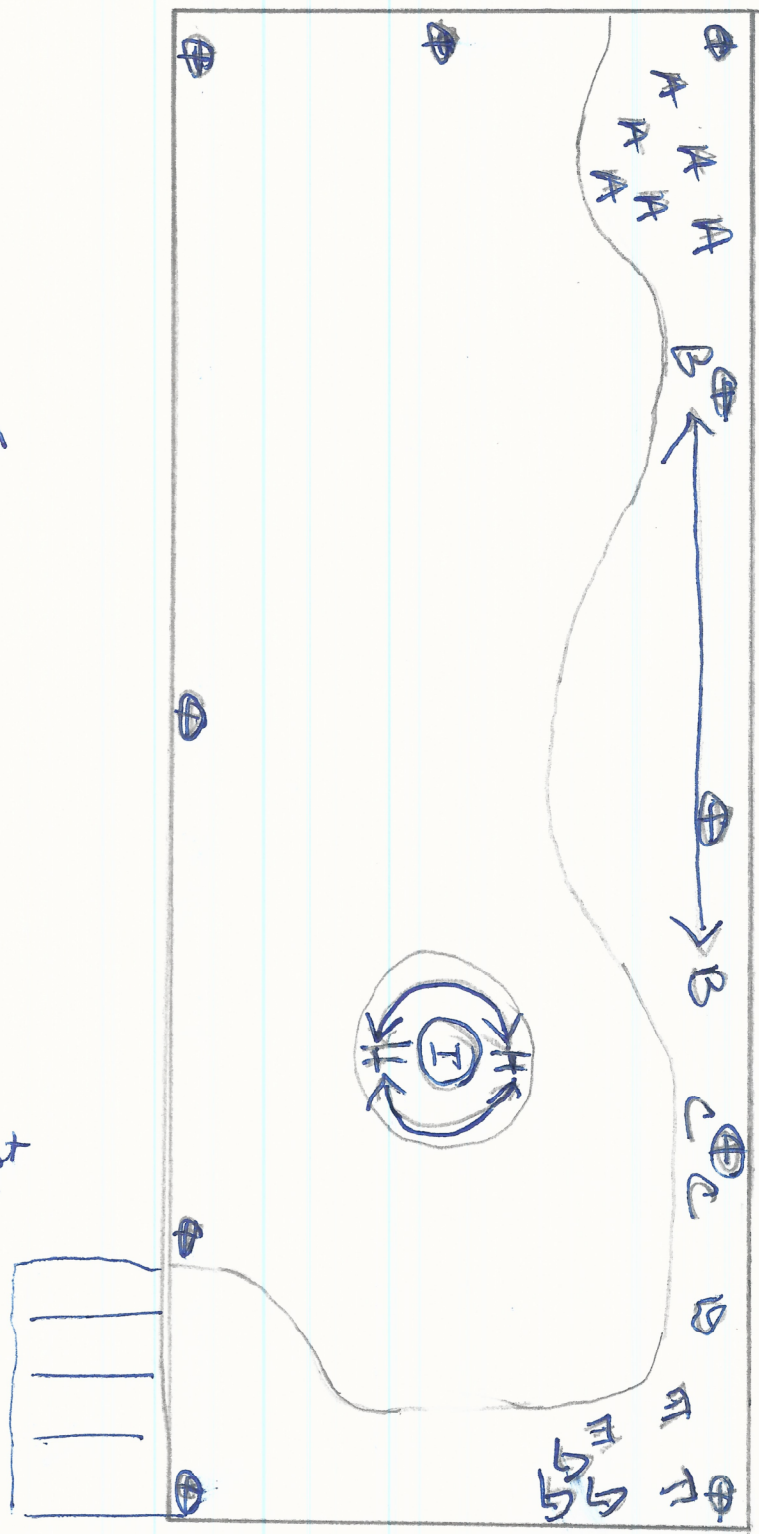
1. This phase intends to photo document the current condition of the areas within and adjacent to the Temporary Construction Easement area.
2. Remove existing ornamental wrought iron fencing along the west property line.
3. Remove and salvage landscaping pavers around the flowerbed.
4. Remove all flowers as identified on the flower bed planting schedule.
5. Remove and salvage ten (10) sprinkler heads and lines as identified on the flower bed planting schedule.
6. Protect the Black Locust Tree from damage.
7. Inspect and document the current condition of the concrete walkway along the easement area.
8. Install sturdy construction fencing along the concrete walkway to protect people and pets from the active construction zone.

POST-CONSTRUCTION

1. This phase intends to return the areas within and adjacent to the Temporary Construction Easement area to its pre-construction condition.
2. Remove construction fencing along the concrete walkway.
3. Remove protection from Black Locust Tree.
4. Reinstall sprinkler lines and sprinkler heads. Replace any damaged line or head with new parts.
5. Reinstall landscaping pavers around the flowerbed.
6. Use premium topsoil for the flower bed and base for the sod.
7. Replace all plantings in kind and number based on the flower bed planting schedule.
8. Reinstall existing ornamental wrought iron fencing along the west property line. Touch up any scuffed or damaged areas.
9. Resod the entire area contained within the construction fencing. *The Property Owner has the option to decline the installation of sod and request the Contractor reimburse them directly for all costs associated with the purchase and installation of the sod.*
10. Inspect the concrete walkway to ensure no damage. If damage occurs, replace/repair as required.

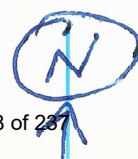
GARDEN LAYOUT


- A = 6 Hydrangea
Candelabra
1 gallon
- B = Snow on the
Mountain
ground cover
- C = 2 Delphinium
Blue
- D = 1 Lupine
- E = 2 Bee Balm
Red
- F = 1 Lilac
- G = 3 Coreopsis
Gold
- H = Bleeding
Hearts
- I = Black Locust
Tree
- ⊕ = 10 Sprinkler
heads



Phenomena Side 3 Lower Bed 2023.06.04

Clear Creek Street



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& Gardens.**
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DELPHINA™
Delphinium

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hummingbirds
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(21)

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JUNIOR POLYMAID®

14

PERENNIAL
Snow-on-the-Mountain
Variegatum
3-6 hours direct sun
PART SHADE TO SHADE
BLOOM TIME
SUMMER

mile high
CLOSER TO THE SUN
perennial collection
Lupinus
Westcountry
'Manhattan Lights'


roanne
AND FRIENDS
full sun

PP18868

CQA0284

(19)

JOHN HENRY®
PORTLAND 7146

121

Bee Balm
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**Better Homes
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Full Sun
PERENNIALS Bloom year after year

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Heat & Humidity Tolerant
Irresistible to Butterflies
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PHOTO DOCUMENTATION











































RESOLUTION 63-2023
A RESOLUTION
APPROVING A
TEMPORARY
CONSTRUCTION
EASEMENT BETWEEN THE
CITY OF BLACK HAWK
AND THE FELLOWSHIP
BENEVOLENT
CORPORATION
ASSOCIATED WITH
IMPROVEMENTS TO THE
PROPERTY LOCATED AT
187 CLEAR CREEK STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 63-2023

TITLE: A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY AND THE FELLOWSHIP BENEVOLENT CORPORATION ASSOCIATED WITH IMPROVEMENTS TO THE PROPERTY LOCATED AT 187 CLEAR CREEK 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 Fellowship Benevolent Corporation associated with the improvements to the property located at 187 Clear Creek Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of August, 2023.

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 **FELLOWSHIP BENEVOLENT CORPORATION** associated with improvements to the property located at 187 Clear Creek Street.

RECOMMENDATION:

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

MOTION TO APPROVE: **RESOLUTION 63-2023**, a Resolution approving a Temporary Construction Easement between the **CITY OF BLACK HAWK** and **FELLOWSHIP BENEVOLENT CORPORATION** associated with improvements to the property located at 187 Clear Creek Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Temporary Construction Easement from **FELLOWSHIP BENEVOLENT CORPORATION** to the **CITY OF BLACK HAWK** grants permission to the City access to 187 Clear Creek for rehabilitation of that property as described in Exhibit A.

AGENDA DATE:

8/9/2023

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 63-2023
Exhibit A

RECORD:

☐ Yes ☒ No

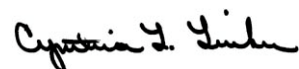
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

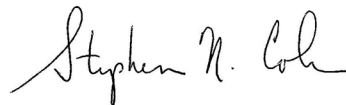
☒ Yes ☐ N/A

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 **FELLOWSHIP BENEVOLENT CORPORATION**, owns the residential property addressed as **187 Clear Creek 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.

2. **The City will use the Temporary Construction Easement to rehabilitate and access all sides of 187 Clear Creek 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 **9th day of August, 2023.**

GRANTOR:

FELLOWSHIP BENEVOLENT CORPORATION

BY:  BB474B92E1E047A...
H. Michael Mullin

TITLE: President

DATE: 8/1/2023

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
TEMPORARY CONSTRUCTION EASEMENT (PROPERTY OWNER)

DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED WITHIN A PORTION OF CLEAR CREEK STREET RIGHT-OF-WAY AND A PORTION OF LOTS 6 AND 7, BLOCK 7, PER THE BOUNDARY LINE AGREEMENTS RECORDED AT RECEPTION NO. 147563 (WESTERLY BOUNDARY) AND 173778 (EASTERLY BOUNDARY) AND BASED UPON THE SURVEY MAP OF BLOCK 7, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON - CITY SURVEYOR, DATED MAY AND JUNE 1866, IN 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF LOTS, 6 AND 7, OF SAID BLOCK 7, AS MONUMENTED ON THE WEST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 AND ON THE EAST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 ASSUMING TO BEAR SOUTH 54°13'28" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 112.72 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 7;

THENCE SOUTH 54°13'28" EAST ON THE NORTH LINE OF SAID LOT 6, BLOCK 7 A DISTANCE OF 67.71 FEET TO THE NORTH END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 147563 AND THE POINT OF BEGINNING;

THENCE SOUTH 54°13'28" EAST CONTINUING ON THE NORTH LINE OF SAID LOTS 6 AND 7, BLOCK 7 A DISTANCE OF 26.34 FEET TO THE NORTH END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 173778;

THENCE ON SAID BOUNDARY LINE AGREEMENT THE FOLLOWING TWO (2) COURSES:

- 1. SOUTH 31°02'12" WEST ON SAID BOUNDARY LINE RECORDED AT 173778 A DISTANCE OF 88.96 FEET;**
- 2. SOUTH 28°36'15" WEST CONTINUING ON SAID BOUNDARY LINE AND EXTENDED 18.95 FEET;**

THENCE NORTH 71°52'51" WEST A DISTANCE OF 42.57 FEET TO THE EXTENDED LINE PER THE BOUNDARY LINE AGREEMENT RECORDED AT RECEPTION NO. 147563;

THENCE NORTH 21°47'10" EAST ON THE EXTENDED BOUNDARY LINE RECORDED AT SAID RECEPTION NO. 147563 A DISTANCE OF 50.72 FEET;

THENCE ON SAID BOUNDARY LINE RECORDED AT RECEPTION NO. 147563 THE FOLLOWING TWO (2) COURSES;

1. SOUTH 78°20'28" EAST A DISTANCE OF 16.96 FEET;
2. NORTH 36°55'54" EAST A DISTANCE OF 64.24 FEET TO THE POINT OF BEGINNING;

SAID AREA CONTAINING 4,148 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 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.

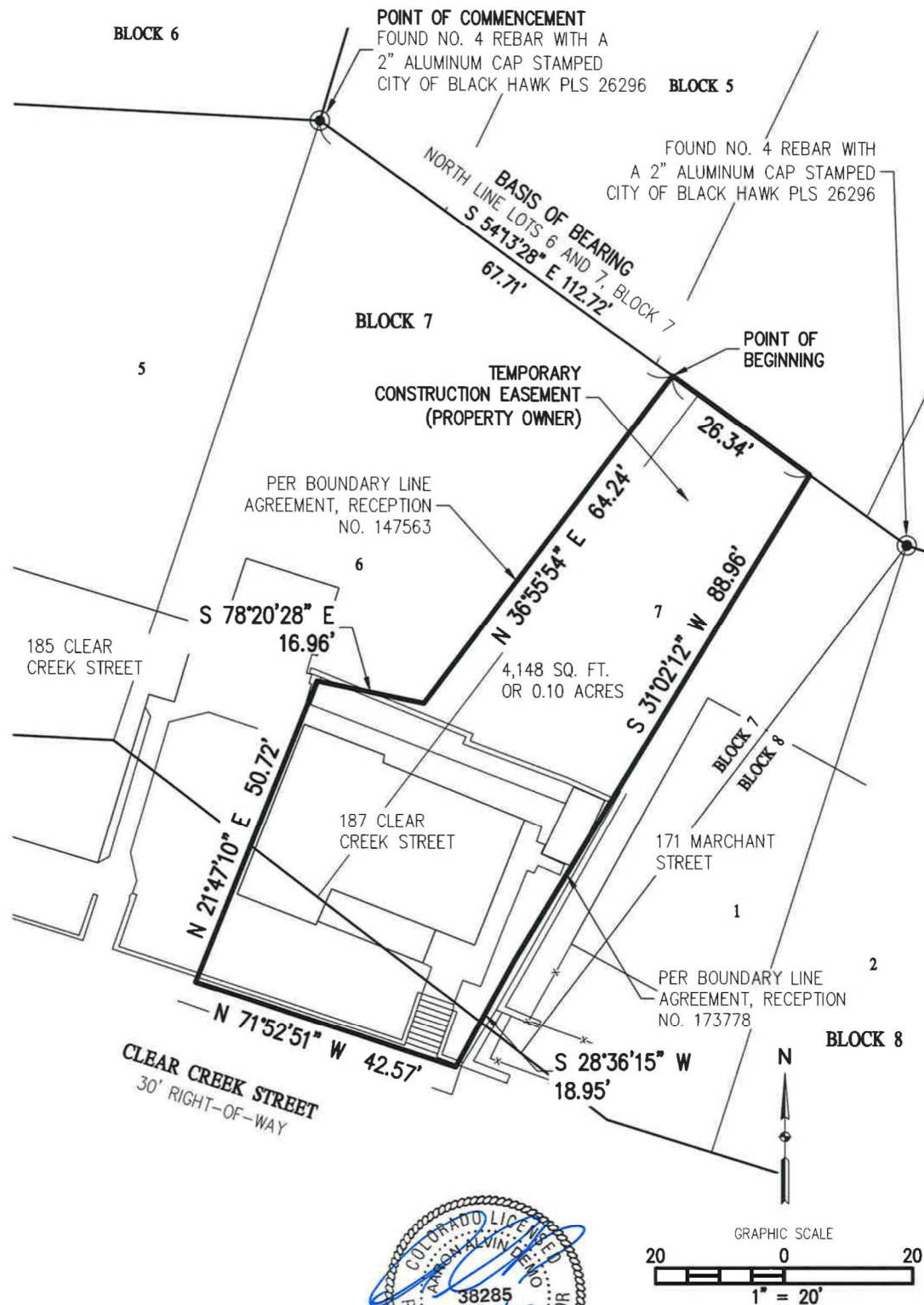


AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT



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

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

BASELINE
Engineering · Planning · Surveying

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P. 970.253.7600 • F. 866.679.4864 • www.baselinecorp.com

CITY OF BLACK HAWK
CITY OF BLACK HAWK COUNTY OF GILPIN
TEMPORARY CONSTRUCTION EASEMENT (PROPERTY OWNER)
187 CLEAR CREEK STREET

DESIGNED BY	INITIAL SUBMITTAL	07/20/2023
DRAWING SIZE	8.5" x 11"	
SURVEY FIRM	NO. 000	
SURVEY DATE	07/20/2023	
JOB NO.	15391	
DRAWING NAME	5-22-09 LA	
CHECKED BY	AAD	
SHEET	3	OF 81

RESOLUTION 64-2023

A RESOLUTION

APPROVING A LICENSE

AGREEMENT BETWEEN

THE CITY OF BLACK

HAWK AND THE

FELLOWSHIP

BENEVOLENT

CORPORATION

ASSOCIATED WITH

IMPROVEMENTS TO THE

PROPERTY LOCATED AT

187 CLEAR CREEK

STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 64-2023

TITLE: A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY AND THE FELLOWSHIP BENEVOLENT CORPORATION ASSOCIATED WITH IMPROVEMENTS TO THE PROPERTY LOCATED AT 187 CLEAR CREEK 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 License Agreement between the City and the Fellowship Benevolent Corporation associated with the improvements to the property located at 187 Clear Creek Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

A Resolution approving a License Agreement between the **CITY OF BLACK HAWK** and **FELLOWSHIP BENEVOLENT CORPORATION** associated with improvements to the property located at 187 Clear Creek Street that encroach into the City right-of-way.

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

MOTION TO APPROVE: **RESOLUTION 64-2023**, A Resolution approving a License Agreement between the **CITY OF BLACK HAWK** and **FELLOWSHIP BENEVOLENT CORPORATION** associated with improvements to the property located at 187 Clear Creek Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The **FELLOWSHIP BENEVOLENT CORPORATION**, property owner, is participating in the Historic Restoration and Community Preservation program. The improvement survey plat identified that a portion of the property encroaches into the Clear Creek Street right-of-way. **Fellowship Benevolent Corporation** agreed to execute a License Agreement with the **City of Black Hawk** to recognize the encroachment described in Exhibit A.

AGENDA DATE: 8/9/2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

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

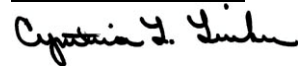
DOCUMENTS ATTACHED: Resolution 64-2023
Exhibit A
Certificate of Insurance

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

LICENSE AGREEMENT

THIS LICENSE is made and entered into this **9TH DAY OF AUGUST, 2023**, by and between the **CITY OF BLACK HAWK**, Colorado, whose address is **201 Selak Street, Black Hawk, CO 80422** (the "City") and **FELLOWSHIP BENEVOLENT CORPORATION**, who oversees and manages the residential real Property whose address is **187 Clear Creek Street, Black Hawk, Colorado 80422** ("Licensee").

1. PROPERTY LICENSED. The Property that is licensed for the use and the term provided for in this License is described in **Exhibit A**, which is attached hereto and incorporated by this reference ("Property Licensed"). **The Property is Licensed for the south elevation portion of the home and land outside of the property boundary that extends into the City right-of-way and included in the complete rehabilitation of the Property consisting of site excavation and grading for foundation and crawl space, tree and vegetation removal, historic rock wall repair/replacement, installation of new ornamental iron fencing, handrail, and gate, installation of new wet and dry site utilities, concrete stairs, slab or sidewalk repair/replacement, a new foundation system with perimeter foundation drainage, new siding, and trim to include windows and doors, porch repair/rehabilitation, new window install, new roofing, sheet metal and flashing, new gutter and downspout, fresh paint, and limited landscaping to include seeding all disturbed grading in front yard area with wear tolerant turf grass seed**, described herein, is subject to all easements and rights-of-way of record.

2. RELOCATION. In the event the construction or reconstruction of any roadways, or the construction, reconstruction, or repair of any of the City's Property necessitates the relocation or removal of the structure(s) or fixtures(s) described in paragraph 5 herein, then Licensee shall, at its sole cost and expense, timely perform or cause the performance of such relocation or removal of the structures(s) or fixture(s).

3. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees, and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors, and assigns shall commence any construction, placement, operation, or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be canceled by the insurance company without thirty (30) days written notice to the City of the intention to cancel.

4. UTILITIES. Licensee covenants and agrees to pay all charges for electric power and other utilities assessed, levied, or incurred on the Property Licensed.

5. INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.

Licensee shall initially install the **site excavation and grading for foundation and crawl space, tree and vegetation removal, historic rock wall repair/replacement, installation of new ornamental iron fencing, handrail, and gate, installation of new wet and dry site utilities, concrete stairs, slab or sidewalk repair/replacement, a new foundation system with perimeter foundation drainage, new siding, and trim to include windows and doors, porch repair/rehabilitation, new window install, new roofing, sheet metal and flashing, new gutter and downspout, fresh paint, and limited landscaping to include seeding all disturbed grading in front yard area with wear tolerant turf grass seed** on the Property Licensed in the manner specified by the Public Works Director. After initial installation, the Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property Licensed without the prior written consent of the Public Works Director and to keep the improvements thereon, including wiring, if appropriate, in good repair and in a condition that will not interfere with the proper functioning of the Property Licensed, at the expense of Licensee; ordinary wear and tear and loss by fire, flood, or act of God excepted.

6. USE. Licensee covenants and agrees that it shall utilize the Property Licensed to Licensee and for no other purpose and not to use the Property Licensed or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

7. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to inspect the Property Licensed and to do such other acts and things, as it deems necessary for the protection of its interests therein.

8. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The Public Works Director shall be the representative of the City to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the City in writing of such change of address:

The City: **Director of Public Works**
 City of Black Hawk
 P.O. Box 68
 Black Hawk, CO 80422

Licensee: **Fellowship Benevolent Corporation**
 Attn: H. Michael Mullin, President
 PO Box 503
 Central City, CO 80427

9. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed and no water or water rights are granted by this License.

10. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the successors and assigns of the parties.

11. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The City makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

12. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal Property which may arise from the Licensee's use or condition, caused by Licensee's use, of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's negligent use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

13. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all City of Black Hawk regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary.

14. TERMINATION. This License Agreement may be terminated by the City at any time upon thirty (30) days written notice to Licensee. If the City terminates this License due to a default by Licensee, Licensee shall be responsible for removing the signs on the Property Licensed.

15. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.

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

LICENSEE:

FELLOWSHIP BENEVOLENT CORPORATION

BY: 
BB474B92E1E0474

NAME: H. Michael Mullin

TITLE: President

DATE: 8/1/2023

CITY OF BLACK HAWK, COLORADO

BY:

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk, CMC

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

EXHIBIT A

EXHIBIT A**DESCRIPTION:**

A LICENSE AGREEMENT AREA, LOCATED WITHIN CLEAR CREEK STREET AND ADJACENT TO PORTIONS OF LOTS 6 AND 7, BLOCK 7, BASED UPON THE SURVEY MAP OF BLOCK 7, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON CITY SURVEYOR, DATED MAY AND JUNE 1866, IN 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF LOTS, 6 AND 7, OF SAID BLOCK 7, AS MONUMENTED ON THE EAST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 AND ON THE WEST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 IS ASSUMED TO BEAR NORTH 54°13'28" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 112.72 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE COMMON NORTHERLY CORNER OF BLOCKS 7 AND 8;

THENCE NORTH 54°13'28" WEST ON THE NORTH LINE OF SAID LOT 7, BLOCK 7 A DISTANCE OF 18.67 FEET TO THE NORTH END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 173778;

THENCE ALONG THE LINE DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 173778 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 31°02'12" WEST A DISTANCE OF 88.96 FEET;
2. SOUTH 28°36'15" WEST A DISTANCE OF 10.95 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 7 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 28°36'15" WEST A DISTANCE OF 8.00 FEET MORE OR LESS TO THE SOUTHERLY SIDE OF AN EXISTING ROCK WALL;

THENCE NORTH 71°52'51" WEST ADJACENT TO SAID ROCK WALL A DISTANCE OF 42.57 FEET;

THENCE NORTH 21°47'10" EAST A DISTANCE OF 23.00 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 7;

THENCE SOUTH 52°21'42" EAST ON THE SOUTHERLY LINE OF SAID BLOCK 7 A DISTANCE OF 45.15 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

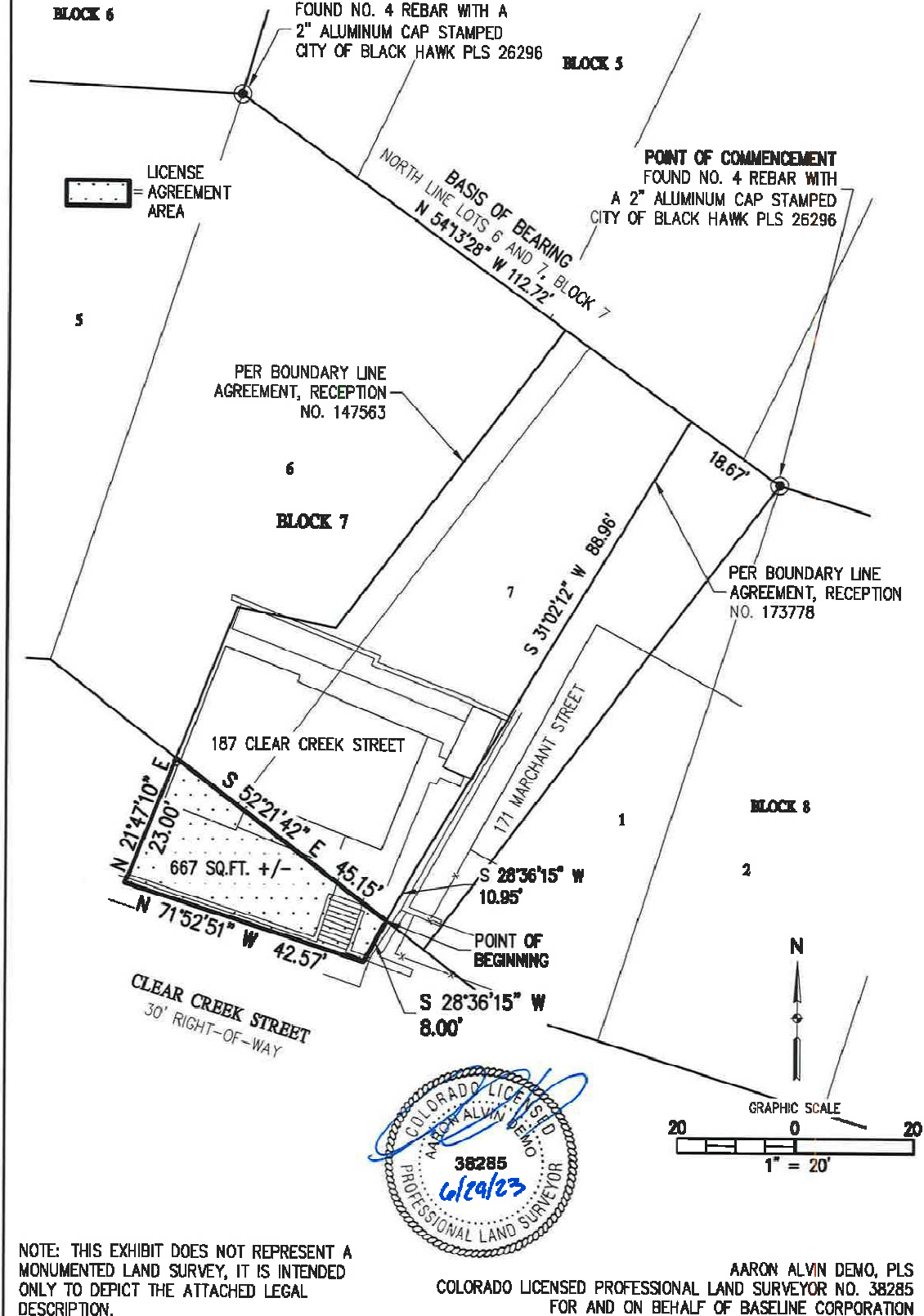
SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS 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.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600



EXHIBIT A

BASELINE
Engineering • Planning • Surveying

4027 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80501
P. 303.650.0000 • F. 303.650.0001 • www.baselinecorp.com

CITY OF BLACK HAWK

CITY OF BLACK HAWK

COUNTY OF GILPIN

LICENSE AGREEMENT
187 CLEAR CREEK STREET

DESIGNED BY	DATE SUBMITTED	08/21/2023
DRAWING SIZE	2.5" X 14"	
SURVEY FIRM	SURVEY DATE	08/21/2023
NO. 000		
REVIEW BY	DATE	10/01
DKL		
DRAWING NAME		S-22-08 LA
DATE		08/21/2023
SHEET	2	OF 2
ORDERED BY		AAD

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C No. Ext): 1-800-554-2642 FAX (A/C No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com
INSURED FELLOWSHIP BENEVOLENT CORPORATION 209 TRINITY MOUNTAIN RANCH RD BLACK HAWK CO 80422-4011	INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company, S.I. NAIC # 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	0073814 25-601855	09/18/2023	09/18/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Throughout the policy period, Preservation Easements for 195 Clear Creek, Black Hawk, CO, 80422, 161 Marchant Street, Black Hawk, CO 80422, 187 Clear Creek Street, and License Agreement Easement Access for Premises Beyond Residence for 187 Clear Creek Street. The City's officers, employees, agents and contractors, successors, and assigns are listed as Additional Insured.
Certificate Holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk PO Box 68 Black Hawk CO 80422-0068	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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RESOLUTION 65-2023
A RESOLUTION
APPROVING THE HISTORIC
PRESERVATION
EASEMENT AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE
FELLOWSHIP
BENEVOLENT
CORPORATION IN AN
AMOUNT NOT TO EXCEED
\$948,581.00 FOR THE
PROPERTY LOCATED AT
187 CLEAR CREEK STREET

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

Resolution No. 65-2023

**TITLE: A RESOLUTION APPROVING THE HISTORIC PRESERVATION
EASEMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK
AND THE FELLOWSHIP BENEVOLENT CORPORATION IN AN
AMOUNT NOT TO EXCEED \$948,581.00 FOR THE PROPERTY
LOCATED AT 187 CLEAR CREEK 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 Fellowship Benevolent Corporation in an amount not to exceed Nine Hundred Forty Eight Thousand Five Hundred Eighty-One Dollars (\$948,581.00) for the property located at 187 Clear Creek Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

A Resolution approving the Historic Preservation Easement Agreement between the **CITY OF BLACK HAWK** and **FELLOWSHIP BENEVOLENT CORPORATION** for the 187 Clear Creek Street property.

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

MOTION TO APPROVE: **RESOLUTION 65-2023**, a Resolution approving the Historic Preservation Easement Agreement between the **CITY OF BLACK HAWK** to **FELLOWSHIP BENEVOLENT CORPORATION** in an amount not to exceed \$948,581.00 for the property located at 187 Clear Creek Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

FELLOWSHIP BENEVOLENT CORPORATION, the property owner, is participating in the Historic Restoration and Community Preservation program. Staff seeks approval of the Historic Preservation Easement Agreement for 187 Clear Creek Street, not exceeding \$948,581.00. 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: 8/9/2023

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 65-2023
Historic Preservation Easement Agreement

RECORD: [X]Yes []No

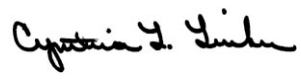
Upon substantial completion of the Historic Preservation Easement project, the City Clerk records the approved document with Gilpin County.

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

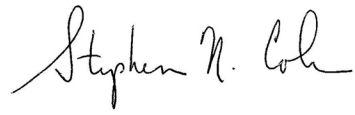
CITY ATTORNEY REVIEW: [X]Yes []N/A

SUBMITTED BY:

REVIEWED BY:



Cynthia L. Linker, CP&D Director



Stephen N. Cole, City Manager

HISTORIC PRESERVATION EASEMENT

This **HISTORIC PRESERVATION EASEMENT AGREEMENT** (the "**Easement**") is entered into as of THE **9TH DAY OF AUGUST 2023**, by and between **FELLOWSHIP BENEVOLENT CORPORATION** whose property address is **187 Clear Creek 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 , **187 Clear Creek 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:

FELLOWSHIP BENEVOLENT CORPORATION

BY:	<div><div>DocuSigned by:</div><div><i>Harold Michael Mullin</i></div><div>82474892E450474...</div></div>
NAME:	H. Michael Mullin
TITLE:	President
DATE:	<div>8/1/2023</div>

EXHIBIT A
DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

EXHIBIT A (PRESERVATION EASEMENT)

DESCRIPTION:

A PRESERVATION EASEMENT, LOCATED WITHIN A PORTION OF CLEAR CREEK STREET RIGHT-OF-WAY AND A PORTION OF LOTS 6 AND 7, BLOCK 7, PER THE BOUNDARY LINE AGREEMENTS RECORDED AT RECEPTION NO. 147563 (WESTERLY BOUNDARY) AND 173778 (EASTERLY BOUNDARY) AND BASED UPON THE SURVEY MAP OF BLOCK 7, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON - CITY SURVEYOR, DATED MAY AND JUNE 1866, IN 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF LOTS, 6 AND 7, OF SAID BLOCK 7, AS MONUMENTED ON THE WEST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 AND ON THE EAST END BY A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED CITY OF BLACK HAWK PLS 26296 ASSUMING TO BEAR SOUTH 54°13'28" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 112.72 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 7;

THENCE SOUTH 54°13'28" EAST ON THE NORTH LINE OF SAID LOT 6, BLOCK 7 A DISTANCE OF 67.71 FEET TO THE NORTH END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 147563 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 54°13'28" EAST CONTINUING ON THE NORTH LINE OF SAID LOTS 6 AND 7, BLOCK 7 A DISTANCE OF 26.34 FEET TO THE NORTH END OF THE BOUNDARY LINE AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED AT RECEPTION NO. 173778;

THENCE ON SAID BOUNDARY LINE AGREEMENT THE FOLLOWING TWO (2) COURSES:

1. SOUTH 31°02'12" WEST ON SAID BOUNDARY LINE RECORDED AT 173778 A DISTANCE OF 88.96 FEET;
2. SOUTH 28°36'15" WEST CONTINUING ON SAID BOUNDARY LINE AND EXTENDED 18.95 FEET;

THENCE NORTH 71°52'51" WEST A DISTANCE OF 42.57 FEET TO THE EXTENDED LINE PER THE BOUNDARY LINE AGREEMENT RECORDED AT RECEPTION NO. 147563;

THENCE NORTH 21°47'10" EAST ON THE EXTENDED BOUNDARY LINE RECORDED AT SAID RECEPTION NO. 147563 A DISTANCE OF 50.72 FEET;

THENCE ON SAID BOUNDARY LINE RECORDED AT RECEPTION NO. 147563 THE FOLLOWING TWO (2) COURSES;

1. SOUTH 78°20'28" EAST A DISTANCE OF 16.96 FEET;
2. NORTH 36°55'54" EAST A DISTANCE OF 64.24 FEET TO THE POINT OF BEGINNING;

SAID AREA CONTAINING 4,148 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

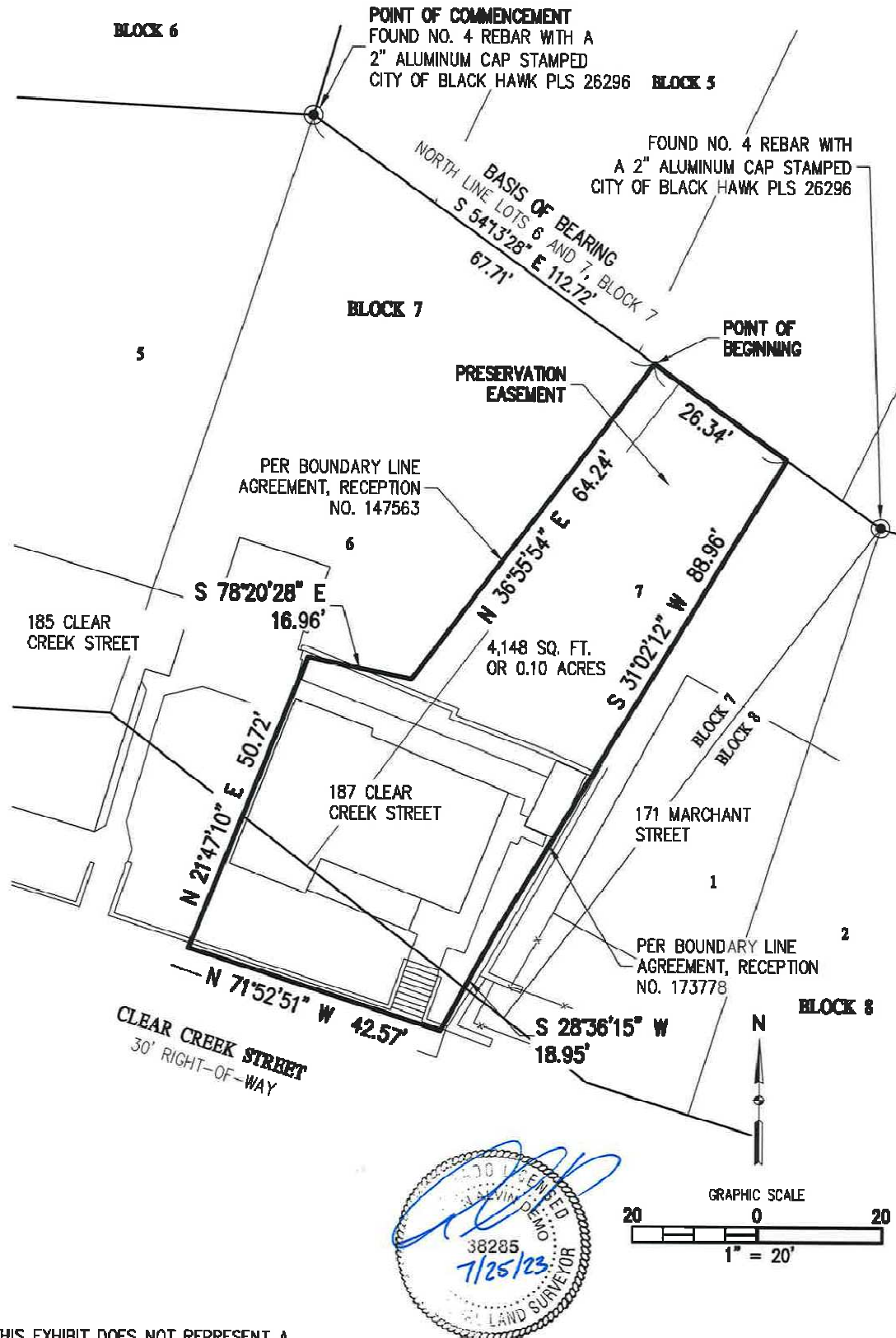
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT 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.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600

EXHIBIT A PRESERVATION EASEMENT



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

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

 Engineering • Planning • Surveying <small>4001 E. LINCOLN AVENUE, SUITE 400 • LOWELL, COLORADO 80501 P. 303.501.7800 • F. 303.501.7801 • www.baselinecorp.com</small>	CITY OF BLACK HAWK CITY OF BLACK HAWK PRESERVATION EASEMENT 187 CLEAR CREEK STREET	COUNTY OF GILPIN <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DESIGNED BY</td> <td>INITIAL SUBMITTAL 07/20/2023</td> </tr> <tr> <td>DRAWING SIZE</td> <td>8.5" x 14"</td> </tr> <tr> <td>SURVEY FIRM</td> <td>SURVEY DATE</td> </tr> <tr> <td>PROJECT</td> <td>07/20/2023</td> </tr> <tr> <td>DATE</td> <td>10/20</td> </tr> <tr> <td>DRAWING BOOK</td> <td>8-22-09 1A</td> </tr> <tr> <td>ORDERED BY</td> <td>SHEET 3 of 109 of 237</td> </tr> <tr> <td>AAD</td> <td></td> </tr> </table>	DESIGNED BY	INITIAL SUBMITTAL 07/20/2023	DRAWING SIZE	8.5" x 14"	SURVEY FIRM	SURVEY DATE	PROJECT	07/20/2023	DATE	10/20	DRAWING BOOK	8-22-09 1A	ORDERED BY	SHEET 3 of 109 of 237	AAD	
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DATE	10/20																	
DRAWING BOOK	8-22-09 1A																	
ORDERED BY	SHEET 3 of 109 of 237																	
AAD																		

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 66-2023
A RESOLUTION
APPROVING THE
REHABILITATION GRANT
PROGRAM AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE
FELLOWSHIP
BENEVOLENT
CORPORATION IN AN
AMOUNT NOT TO
EXCEED \$616,749.00 FOR
THE PROPERTY
LOCATED AT 187 CLEAR
CREEK STREET

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

Resolution No. 66-2023

**TITLE: A RESOLUTION APPROVING THE REHABILITATION GRANT
PROGRAM AGREEMENT BETWEEN THE CITY OF BLACK HAWK
AND THE FELLOWSHIP BENEVOLENT CORPORATION IN AN
AMOUNT NOT TO EXCEED \$616,749.00 FOR THE PROPERTY
LOCATED AT 187 CLEAR CREEK 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 Fellowship Benevolent Corporation in an amount not to exceed Six Hundred Sixteen Thousand Seven Hundred Forty-Nine Dollars (\$616,749.00) of which Five Thousand Three Hundred Fifty-Four Dollars (\$5,354.00) is being paid directly by the Fellowship Benevolent Corporation to White Construction Group for the property located at 187 Clear Creek Street, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

A Resolution approving the Rehabilitation Grant Program Agreement between the **CITY OF BLACK HAWK** and **FELLOWSHIP BENEVOLENT CORPORATION**, for the property at 187 Clear Creek Street.

RECOMMENDATION:

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

MOTION TO APPROVE: Resolution 66-2023, a Resolution approving the Rehabilitation Grant Program Agreement between the **CITY OF BLACK HAWK** and **FELLOWSHIP BENEVOLENT CORPORATION** in an amount not to exceed \$616,749.00 for the property located at 187 Clear Creek Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

FELLOWSHIP BENEVOLENT CORPORATION, property owner, is participating in the Historic Restoration and Community Preservation program. Staff seeks approval of the Rehabilitation Grant Program Agreement for 187 Clear Creek Street in an amount not to exceed \$616,749.00, of which \$5,354.00 is being paid directly by the Fellowship Benevolent Corporation to White Construction Group.

AGENDA DATE:

8/9/2023

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 66-2023
Rehabilitation Grant Program
Agreement

RECORD:

☐ Yes ☒ No

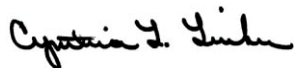
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

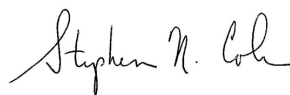
☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

***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 **9TH DAY OF AUGUST, 2023**, (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 **FELLOWSHIP BENEVOLENT CORPORATION** (the “*Property Owner*”) whose property address is **187 Clear Creek 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 **187 Clear Creek 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 **\$611,395.00** (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. Staining of Interior Doors and Trim - \$5,354.00

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, **August 20, 2024** (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:

**Fellowship Benevolent Corporation
Attn: H. Michael Mullin, President
PO Box 503
Central City, CO 80427**

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:

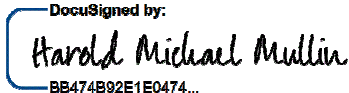
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER:

FELLOWSHIP BENEVOLENT CORPORATION

BY: 
NAME: **H. Michael Mullin**
TITLE: **President**
DATE: 8/1/2023

RESOLUTION 67-2023
A RESOLUTION
APPROVING AMENDMENT
NO. 1 TO THE
CONSTRUCTION
MANAGER/GENERAL
CONTRACTOR
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND WHITE
CONSTRUCTION GROUP
FOR THE RESIDENTIAL
REHABILITATION
PROGRAM PROJECT AT 187
CLEAR CREEK STREET IN
AN AMOUNT NOT TO
EXCEED \$1,565,330.00

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

Resolution No. 67-2023

TITLE: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND WHITE CONSTRUCTION GROUP FOR THE RESIDENTIAL REHABILITATION PROGRAM PROJECT AT 187 CLEAR CREEK STREET IN AN AMOUNT NOT TO EXCEED \$1,565,330.00

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. 1 to the Construction Manager/General Contractor Agreement between the City of Black Hawk and White Construction Group for the Residential Rehabilitation Program Project at 187 Clear Creek Street in an amount not to exceed One Million Five Hundred Sixty-Five Thousand Three Hundred and Thirty Dollars (\$1,565,330.00), 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 Forty-Eight Thousand Five Hundred Eighty-One Dollars (\$948,581.00) to the Preservation Easement and Six Hundred Sixteen Thousand Seven Hundred Forty-Nine Dollars (\$616,749.00) to the Grant Rehabilitation, of which Five Thousand Three Hundred Fifty-Four Dollars (\$5,354.00) is being paid directly by the Fellowship Benevolent Corporation to White Construction Group.

RESOLVED AND PASSED this 9th day of August, 2023.

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. 1 to the Construction Manager/General Contractor Agreement between the City of Black Hawk and White Construction Group for the Residential Rehabilitation Program Project at 187 Clear Creek Street.

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

MOTION TO APPROVE RESOLUTION NO. 67-2023 – a Resolution approving Amendment No. 1 to the Construction Manager/General Contractor Agreement between the City of Black Hawk and White Construction Group for the Residential Rehabilitation Program Project at 187 Clear Creek Street in an amount not to exceed **\$1,565,330.00**.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black entered into a contract with White Construction Group on October 26, 2022, Resolution 65-2022, to provide preconstruction and construction services necessary to complete the Residential Rehabilitation Program on two 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 were methamphetamine affected, the rehabilitation of the properties together was not possible and instead will be performed separately.

White Construction Group performed to the City's expectations in the design phase, so Staff is returning with a recommendation to approve Amendment No. 1 to the Construction Manager/General Contractor Agreement between the City of Black Hawk and White Construction Group for the Residential Rehabilitation Program Project at 187 Clear Creek in an amount not to exceed **\$1,565,330.00, which breaks down to Historic Preservation at \$948,581.00 and Grant Rehabilitation at \$616,749.00.**

AGENDA DATE: 8/09/2023

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 67-2023
2. Construction Manager/General Contractor Agreement Amendment No. 1
3. Exhibits A Thru N

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. 1
ACCEPTANCE OF THE GUARANTEED MAXIMUM PRICE**

**CITY OF BLACK HAWK
187 CLEAR CREEK REHABILITATION
AND
121 MARCHANT STREET PRECONSTRUCTION DESIGN**

AUGUST 9, 2023

This **FIRST AMENDMENT** to the *Construction Manager/General Contractor Agreement*, dated October 26, 2022 (the “Agreement”) between the City of Black Hawk and White Construction Group is amended to include as parties thereto Fellowship Benevolent Corporation as to 187 Clear Creek Street, and the Branecki Family Limited Liability Company LLC as to 121 Marchant Street Preconstruction Design Work, and this First Amendment shall establish the jointly agreed Scope of Work, Schedule, and Guaranteed Maximum Price for 187 Clear Creek Street, in accordance with the terms of the Agreement, and shall further provide for the Preconstruction Design Work for 121 Marchant Street. 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. **PRECONSTRUCTION COMPLETION.** The Project Schedule for the Preconstruction Design of 121 Marchant Street shall commence at the Kickoff/Concept Review Meeting currently scheduled for August 16, 2023, with a completion date of December 31, 2023. Because the Projects are no longer running concurrently but separately, the Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each Project for each consecutive calendar day delay in completing this Project after the completion date specified herein, excluding any approved extensions of time.
- D. **PRECONSTRUCTION DESIGN FEE PROPOSAL.** The Contractor agrees to perform all the preconstruction work described in the Contract Documents and to comply with the terms therein for an amount not to exceed Seven Thousand Two Hundred Fifty Dollars (\$7,250.00), as described in the amended **Exhibit B**, which is attached hereto and made a part hereof (“Project”).

E. **DRY UTILITY COORDINATION CHANGE ORDER.** The City of Black Hawk is responsible for the Dry Utility coordination and associated costs. The Contractor received a proposal from Kimley-Horn and Associates for the coordination services of the Dry Utility Design and Coordination and the Project Meetings and Construction Phase Services for 187 Clear Creek Street for an amount not to exceed **Six Thousand Four Hundred Sixty-Nine Dollars and Eighty-One Cents (\$6,469.81)**, as described in **Exhibit C**, which is attached hereto and made a part hereof (“Project”).

F. **GUARANTEED MAXIMUM PRICE EXTERIOR / INTERIOR.** The Guaranteed Maximum Price for the Scope of Work for the Rehabilitation Project at 187 Clear Creek, including the previously-approved preconstruction fee, is reflected below, which is the maximum amount payable for performance of the 187 Clear Creek Scope of Work in accordance with the Contract Documents, including this Amendment and as described in **Exhibits D thru N**, which is attached hereto and made a part hereof (Project”):

Total Sum - One Million Five Hundred Sixty-Five Thousand Three Hundred and Thirty Dollars (\$1,565,330.00)

Historic Preservation - Exterior Renovation Breakdown: \$948,581.00

Rehabilitation Grant - Interior Reconstruction Breakdown: \$616,749.00

G. **CONSTRUCTION CONTRACT TIME.** The date of Substantial Completion for the 187 Clear Creek Residential Rehabilitation Work established by this Amendment **is August 20, 2024.**

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

- 1) Conclude negotiations with bidders, and notify 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 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

By: _____
Chris Haugen, President/CEO
White Construction Group

Date: _____

**PROPERTY OWNER
(187 CLEAR CREEK STREET):**

FELLOWSHIP BENEVOLENT CORPORATION

BY: _____

NAME: **H. Michael Mullin**

TITLE: **President**

DATE: _____

PROPERTY OWNER
(121 MARCHANT STREET – only as to Sections 1,
subsection B. and C. and Exhibit B hereto):

BRANECKI FAMILY LIMITED LIABILITY
COMPANY LLC

BY: _____

NAME: Dixie Lovingier

TITLE: LLC Representative

DATE: _____

EXHIBIT A

GENERAL SCOPE OF WORK

187 CLEAR CREEK STREET

121 MARCHANT STREET

EXHIBIT A

SCOPE OF WORK

The City of Black Hawk amends the Scope of Work to reflect its intent to rehabilitate two (2) historic residential homes by performing the Preconstruction Design for 121 Marchant (See Exhibit B) and the Construction for the Exterior Renovation and Interior Reconstruction of 187 Clear Creek Street. The Contractor shall perform the work for each Project separately with different project timelines and not concurrently as originally anticipated.

The Contractor shall provide professional services during design, construction, and warranty periods, as described below for each Project:

- A. The Contractor shall provide Construction Services for the complete exterior renovation, interior reconstruction, and associated site and utility construction for 187 Clear Creek Street.
- B. The Residential Rehabilitation Program will require the Contractor to enter into a Construction Manager/General Contractor Contract and subsequent Amendments with the City and the Property Owners for professional services during the design, construction, and warranty periods. The City will oversee the work performed under the Contract and Amendments.
- C. The Contractor may be required to perform selective interior demolition during the design phase to strip the properties down to their studs. The Contractor may be required to complete required hazardous material abatement and mitigation services as necessary prior to demolition.
- D. The Contractor shall remove and reconstruct or repair retaining walls adjacent to the project sites as part of the Rehabilitation Program. Reconstruction or repair may be based on the Atkinson-Noland & Associates, Inc. provided Scope of Work.
- E. The Contractor shall replace all utility service lines from their respective mains to the residence. The Contractor shall coordinate with all utility providers for final connections.
- F. Rehabilitation shall be per plans and specifications to ensure the City achieves the goal of preserving the architectural character with exterior improvements while ensuring the interior is habitable.
- G. The City is contracting directly with professional design firms to perform the Project's required design work.

EXHIBIT B

DESIGN SCOPE OF WORK

121 MARCHANT STREET

EXHIBIT B

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR FEE PROPOSAL RESIDENTIAL REHABILITATION
PROGRAM: 121 Marchant Black Hawk, CO 80422**

RFP Issued July 14, 2022

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
Preconstruction Fee					
1.A.1	Preconstruction Services WCG shall assist during the Preconstruction Design Phase of 121 Marchant Street, including plan review, constructability analysis, and cost estimating.	1	LS	\$7,250	\$7,250
1.A.2	Construction Cost Estimating and Value Analysis				w/Above
1.A.3	Scheduling, Phasing, and Logistics Planning				w/Above
1.A.4	Constructability Reviews				w/Above
1.A.5	Subcontractor Procurement and <u>Scope</u> Validation				w/Above
1.A.6	Meetings, Conference Calls, and Travel				w/Above
1.A.7	Other Preconstruction Services	1	LS		N/A
1.A	Preconstruction Fee - Subtotal				\$7,250
Construction Fee (Assuming \$1,500,000 contract)					
1.B.1	Home Office Overhead(See definition in email proposal)	1	LS	\$82,800	\$82,800
1.B.2	Home Office Profit	1	LS	\$27,600	\$27,600
1.B.3	Other Construction Fees (General Conditions)	1	LS	\$285,000	\$285,000
1.B	Construction Fee - Subtotal				\$395,400
	CMGC'S TOTAL PROPOSED FEES				\$402,650
CMGC's Proposed Fee on Change Orders					10%

EXHIBIT C

DRY UTILITY COORDINATION CHANGE ORDER

187 CLEAR CREEK STREET



PCCO #001

White Construction Group
4 Inverness Court East, Suite 100
Englewood, Colorado 80112

Project: 22014 - Residential Rehabilitation Program - City of Black Hawk
187 Clear Creek and 121 Marchant Street
Black Hawk, Colorado 80422
Phone: 720-514-1262

Prime Contract Change Order #001: CE #001 - Dry Utility Coordination

TO:	City of Black Hawk 211 Church Street Black Hawk, Colorado 80422	FROM:	White Construction Group 4 Inverness Court East, Suite 100 Englewood, Colorado 80112
DATE CREATED:	6/08/2023	CREATED BY:	Ana Torres (White Construction Group)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	65-2022:CMGC RESIDENTIAL REHABILITATION PROGRAM	TOTAL AMOUNT:	\$6,469.81

DESCRIPTION:

CE #001 - Dry Utility Coordination

Task 1 – Dry Utility Design & Coordination

Kimley-Horn will provide the services specifically set forth below:

- Submit application to Xcel Energy to disconnect and remove natural gas and electrical services from the existing building on site.
- Submit Xcel Energy applications for new electric and natural gas service. Gas and electric loads to be provided by Client's MEP Engineer.
- Review the designs and cost estimates provided by Services Providers.

Task 2 – Project Meetings and Construction Phase Services

Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with jurisdictional staff, and provide other coordination to support the Project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this Project. Participation in weekly meeting is not anticipated with this hourly estimate. Meetings, whether in person or via telephone will include preparation and travel time. Coordination with the Client, Project Team, adjacent landowners, City, or other agencies will be invoiced as a part of this task.

Kimley-Horn will provide limited construction phase services to Client for this project. The scope of this task consists of answering questions and providing clarification of dry utility plans during the construction period. Kimley-Horn will schedule pre-construction meetings with Service Providers, General Contractor, and Owner representative prior to the start of any work. Schedule pre-construction meeting with Service Providers and their contractors prior to construction start. Assist General Contractor in coordinating electric and gas meter sets with Xcel Energy. Periodic site visits can be arranged at appropriate times to review progress.

Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the contracts, nor accept responsibility for the Contractor's means, methods, and safety at the site Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. Contractor is responsible for providing notes of all field changes. This task does not include daily or regular site observations for utility installation or other construction progress. Daily or regular observations of construction activities, if required, are to be provided by third party inspector.

Due to the unknown extent of our involvement at this time Kimley-Horn will provide these services on an hourly basis with an anticipated effort level of up to six (6) hours have been included in the budget. Additional meetings or extended construction schedule or significant construction involvement is neither anticipated nor included. Additional time beyond this hourly estimate can be provided at our then-current hourly rates.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Design coordination with Franchise Utilities other than what is listed above.
- Surveying and legal preparation of easements and right-of-way will be by others.
- Commissioning of any dry utility systems.
- Design, specification, and documentation of cable infrastructure and/or equipment such as transformers, distribution panels, nodes, amplifiers, repeaters, etc.
- Design, specification, coordination and documentation of any other utilities systems such as wet utilities, etc.
- Stamped, signed, and sealed documents for Dry Utilities Coordination by a licensed Professional Engineer (PE).

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

ATTACHMENTS:

[2023.06.07_187 Clear Creek St.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Dry Utility Coordination		\$6,469.81
Total:			\$6,469.81

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #001 - Dry Utility Coordination

#	Budget Code	Description	Amount
1	00-5000.C Design Services.Commitment	Dry Utility Coordination	\$4,000.00
2	00-5000.C Design Services.Commitment	Project Meetings & Construction Phase Services	\$1,500.00
Subtotal:			\$5,500.00
General Liability Insurance (1.25% Applies to all line item types.):			\$68.75
Builders Risk Insurance (1.00% Applies to all line item types.):			\$55.69
Protective Liability & Property Damage Insurance (0.50% Applies to all line item types.):			\$28.12
Payment and Performance Bonds (1.00% Applies to all line item types.):			\$56.53
Project Software - Procore, Buildr (0.40% Applies to all line item types.):			\$22.84
2-Year Warranty Reserve (0.60% Applies to all line item types.):			\$34.39
Construction Contingency (2.00% Applies to all line item types.):			\$115.33
Change Order Fee (10.00% Applies to all line item types.):			\$588.16
Grand Total:			\$6,469.81

The original (Contract Sum)	\$14,500.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$14,500.00
The contract sum would be changed by this Change Order in the amount of	\$6,469.81
The new contract sum including this Change Order will be	\$20,969.81
The contract time will not be changed by this Change Order.	

Mari Blaser (PEH Architects)
1720 14th Street, Suite 100
Boulder, Colorado 80302

City of Black Hawk
211 Church Street
Black Hawk, Colorado 80422

White Construction Group
4 Inverness Court East, Suite 100
Englewood, Colorado 80112

No Signature Required

Cynthia Linker

Digitally signed by Cynthia Linker
DN: cn=Cynthia Linker, o=City of Black Hawk, ou=City of Black Hawk, email=Cynthia.Linker@cityofblackhawk.com, c=US

Ana Cohen 6/12/23

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



June 8, 2023

Mr. Eric Kaufman
White Construction Group
4 Inverness Ct E, Suite. 100
Englewood, CO 80112

Re: 187 Clear Creek St Professional Services Agreement

Dear Mr. Kaufman:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to White Construction Group ("Client") for providing dry utility consulting services for the 187 Clear Creek St residential rehab project.

PROJECT UNDERSTANDING

The developer intends to reconstruct a residence at the project address located in Black Hawk, Colorado (the "Site"). The development consists of one (1) single family home.

SCOPE OF SERVICES

Task 1 – Dry Utility Design & Coordination

Kimley-Horn will provide the services specifically set forth below:

- Submit application to Xcel Energy to disconnect and remove natural gas and electrical services from the existing building on site.
- Submit Xcel Energy applications for new electric and natural gas service. Gas and electric loads to be provided by Client's MEP Engineer.
- Review the designs and cost estimates provided by Services Providers.

Task 2 – Project Meetings and Construction Phase Services

Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with jurisdictional staff, and provide other coordination to support the Project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this Project. Participation in weekly meeting is not anticipated with this hourly estimate. Meetings, whether in person or via telephone will include preparation and travel time. Coordination with the Client, Project Team, adjacent landowners, City, or other agencies will be invoiced as a part of this task.

Kimley-Horn will provide limited construction phase services to Client for this project. The scope of this task consists of answering questions and providing clarification of dry utility plans during the construction period. Kimley-Horn will schedule pre-construction meetings with Service Providers, General Contractor, and Owner representative prior to the start of any work. Schedule pre-construction meeting with Service Providers and their contractors prior to construction start. Assist General

Contractor in coordinating electric and gas meter sets with Xcel Energy. Periodic site visits can be arranged at appropriate times to review progress.

Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the contracts, nor accept responsibility for the Contractor's means, methods, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. Contractor is responsible for providing notes of all field changes. This task does not include daily or regular site observations for utility installation or other construction progress. Daily or regular observations of construction activities, if required, are to be provided by third party inspector.

Due to the unknown extent of our involvement at this time Kimley-Horn will provide these services on an hourly basis with an anticipated effort level of up to six (6) hours have been included in the budget. Additional meetings or extended construction schedule or significant construction involvement is neither anticipated nor included. Additional time beyond this hourly estimate can be provided at our then-current hourly rates.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Design coordination with Franchise Utilities other than what is listed above.
- Surveying and legal preparation of easements and right-of-way will be by others.
- Commissioning of any dry utility systems.
- Design, specification, and documentation of cable infrastructure and/or equipment such as transformers, distribution panels, nodes, amplifiers, repeaters, etc.
- Design, specification, coordination and documentation of any other utilities systems such as wet utilities, etc.
- Stamped, signed, and sealed documents for Dry Utilities Coordination by a licensed Professional Engineer (PE).

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. Any variations in the agreed upon schedule will be communicated to the client.

FEE AND EXPENSES

Kimley-Horn will perform the services described in Tasks 1 - 2 for the following fee:

Task	Description	Fee	Type
Task 1	Dry Utility Design & Coordination	\$4,000	LS
Task 2	Project Meetings and Construction Phase Services	\$1,500	HR

Lump Sum Fee - Services indicated by a “LS” will be provided for the identified Lump Sum Fee.

Hourly Fee - Services indicated by “HR” will be provided on an hourly basis and the fee amounts provided are strictly estimates for these tasks. The estimates noted above do not cap the amount that will be billed. Labor fee will be billed based on actual hours spent according our Standard Hourly Rate Schedule, which is subject to periodic adjustment. An amount equal to 4% of the hourly labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing.

Direct Reimbursable Expenses - For all tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due and payable within twenty-five (25) days of your receipt of the invoice.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, will submit invoices electronically via email in an Adobe PDF format to Eric Kaufman, Ekaufman@whitecg.com. Additional recipients of invoices can be added upon request.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to White Construction Group.

The parties agree to enter into a mutually agreeable contractual arrangement following award of the Project. We will commence services, as defined within the Fee and Expenses, only after we have received a fully-executed agreement. Fees stated in this Proposal are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at 720-642-8650 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Justin Knowles
Associate



By: Kory Andryscik, P.E.
Vice President

White Construction Group

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

KHAMT
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Attachment – Standard Provision

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn

shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT D

CONSTRUCTION SCOPE OF WORK

187 CLEAR CREEK STREET

Base Bid Summary									
Bid Tab #	Division ID	Bid Tab Name/Description	Low Responsive Bidder	Cost per GSF	% of Total	Subcontractor	Preservation Easement	Rehabilitation Grant	Notes
1	Tab ID 1	General Requirements	\$ 124,985	\$ 142.35	7.98%	WCG GC/GR	\$ 83,740	\$ 41,245	Added Skid Steer/Bobcat rental, Conex box rental. See Project Scope for description of each tab.
2	Tab ID 2	Final Cleaning	\$ 2,083	\$ 2.37	0.13%	WCG		\$ 2,083	
3	Tab ID 3	Construction Surveying	\$ 13,542	\$ 15.42	0.87%	R&R	\$ 13,542		
4	Tab ID 4	Demolition	\$ 34,899	\$ 39.75	2.23%	Metro Renovation Services	\$ 34,899		
5	Tab ID 5	Concrete	\$ 135,582	\$ 154.42	8.66%	Van Matre Construction	\$ 135,582		Includes jacking up house and lowering it down, reinforcment for jacking up, footings and foundation.
6	Tab ID 6	Masonry	\$ 23,963	\$ 27.29	1.53%	WCG	\$ 23,963		
7	Tab ID 7	Metal Fabrications	\$ 17,740	\$ 20.20	1.13%	Fab Industries	\$ 17,740		
8	Tab ID 8	Rough Carpentry and Siding	\$ 146,769	\$ 167.16	9.38%	Western Custom Builders	\$ 98,249	\$ 48,520	Preservation Easement \$98,249 and Rehabilitation Grant \$48,520
9	Tab ID 9	Finished Carpentry	\$ 29,944	\$ 34.10	1.91%	Western Custom Builders		\$ 29,944	
10	Tab ID 10	Damp and Waterproofing	\$ 3,848	\$ 4.38	0.25%	Alpha Insulation and Waterproofing	\$ 3,848		
11	Tab ID 11	Thermal Insulation	\$ 22,032	\$ 25.09	1.41%	USI Insulation	\$ 22,032		
13	Tab ID 13	Roofing	\$ 18,197	\$ 20.73	1.16%	Sweet Roofing	\$ 18,197		
14	Tab ID 14	Joint Sealants	\$ 7,206	\$ 8.21	0.46%	Alpha Insulation & Waterproofing	\$ 7,206		
15	Tab ID 15	Doors, Frames and Hardware	\$ 27,737	\$ 31.59	1.77%	Western Custom Builders		\$ 27,737	Doors and hardware from Home Depot
16	Tab ID 16	Windows & Glazing	\$ 22,146	\$ 25.22	1.41%	Signature Windows & Doors	\$ 22,146		
17	Tab ID 17	Gypsum Board	\$ 17,906	\$ 20.39	1.14%	Drywall Services Plug		\$ 17,906	
18	Tab ID 18	Flooring and Tile	\$ 29,389	\$ 33.47	1.88%	Western Custom Builders		\$ 29,389	Flooring from Cabinets To Go
19	Tab ID 19	Painting	\$ 33,698	\$ 38.38	2.15%	Drywall Services		\$ 33,698	Upgrade to stain trim and doors \$5,354
20	Tab ID 20	Specialties	\$ 5,444	\$ 6.20	0.35%	WCG		\$ 5,444	Specialties from Home Depot
21	Tab ID 21	Residential Appliances	\$ 4,365	\$ 4.97	0.28%	Home Depot		\$ 4,365	Furnish by owner, install by WCG
22	Tab ID 22	Residential Cabinets and Countertops	\$ 47,811	\$ 54.45	3.05%			\$ 47,811	Front Range Stone Countertops & Cabinets to Go
24	Tab ID 24	Plumbing	\$ 44,255	\$ 50.40	2.83%	Adam's Plumbing & Heating		\$ 44,255	
25	Tab ID 25	HVAC	\$ 43,187	\$ 49.19	2.76%	Adam's Plumbing & Heating		\$ 43,187	
26	Tab ID 26	Electrical	\$ 33,154	\$ 37.76	2.12%	Local Electric		\$ 33,154	
27	Tab ID 27	Earthwork	\$ 52,316	\$ 59.59	3.34%	Van Matre Construction	\$ 52,316		
28	Tab ID 28	Erosion Control	\$ 7,031	\$ 8.01	0.45%	Teton Environmental	\$ 7,031		
29	Tab ID 29	Site Concrete	\$ 2,250	\$ 2.56	0.14%	Van Matre Construction	\$ 2,250		
30	Tab ID 30	Landscaping and Irrigation	\$ 21,106	\$ 24.04	1.35%	WCG	\$ 21,106		187 Clear Creek \$8,626 and 185 Clear Creek \$12,480
31	Tab ID 31	Site Utilities	\$ 69,071	\$ 78.67	4.41%	AC Pipeline	\$ 69,071		Includes asphalt patchback for new site utilities
33	Tab ID 33	Radon Systems	\$ 3,646	\$ 4.15	0.23%	All Colorado Radon Mitigation, Inc.	\$ 3,646		
			\$ 1,045,299	\$ 1,190.55	66.78%		\$ 636,563	\$ 408,736	
General Conditions			\$ 298,146	\$ 339.57	19.05%		\$ 178,888	\$ 119,258	WCG On-site staff per staffing plan
General Liability Insurance			\$ 15,560	\$ 17.72	1.0%		\$ 9,336	\$ 6,224	
Builders Risk Insurance			\$ 14,004	\$ 15.95	0.9%		\$ 8,402	\$ 5,602	
Protective Liability & Property Damage Insurance			\$ 7,780	\$ 8.86	0.5%		\$ 4,668	\$ 3,112	
Building Permit & Plan Fee			\$ -	\$ -	0.0%				
Use Tax - 40% of Total			\$ -	\$ -	0.0%				
Payment & Performance Bonds			\$ 23,340	\$ 26.58	1.5%		\$ 14,004	\$ 9,336	
Project Software - Procore, Buildr			\$ 6,224	\$ 7.09	0.4%		\$ 3,734	\$ 2,490	
2-year Warranty Reserve			\$ 9,336	\$ 10.63	0.6%		\$ 5,602	\$ 3,734	
			\$ 1,419,689	\$ 1,616.96	90.70%		\$ 861,197	\$ 558,492	
Design Contingency			\$ -	\$ -	0.0%				
Construction Contingency			\$ 31,120	\$ 35.44	2.0%		\$ 18,672	\$ 12,448	
Escalation Contingency			\$ -	\$ -	0.0%				
			\$ 1,450,809	\$ 1,652.40	92.68%		\$ 879,869	\$ 570,940	
Home Office Overhead			\$ 85,891	\$ 97.83	5.52%		\$ 51,535	\$ 34,356	Per preconstruction agreement percentages
Home Office Profit			\$ 28,630	\$ 32.61	1.84%		\$ 17,178	\$ 11,452	Per preconstruction agreement percentages
			\$ 1,565,330	\$ 1,782.84	100.00%		\$ 948,581	\$ 616,749	



187 Clear Creek

Black Hawk, CO
June 28, 2023

187 Clear Creek Black Hawk, CO June 28, 2023		WCG STAFFING PLAN - 187 Clear Creek																		
		2023												2024						
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Salary Construction - Indirect Costs		Name																		HOURS
Construction Executive	Daryn Hosiasohn								10	10	10	10	10	10	3				63	
PM2 - Project Manager #2	Erik Kaufman						60	87	87	87	87	87	87	87	43	43			753	
General Superintendent	Jason Maxwell							16	16	16	16	16	16	16	4				116	
S2 - Superintendent #2	Jared Montoya							173	173	173	173	173	173	173	43			20	1,276	
Project Engineer #1	TBD							43	43	43	43								172	
Scheduler	Andy Arikapudi							16	16	16	16	16	12	12	3				107	
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		4	104	
Total Manhours		-	-	-	-	-	-	60	371	373	373	373	330	326	326	104	51	-	24	2,710

PROPOSAL CLARIFICATIONS & ALLOWANCES

HISTORIC RENOVATION

187 Clear Creek, Black Hawk, CO

City of Black Hawk

July 26, 2023

General Project Clarifications

1. This proposal is based off the "Issue for Permit" Drawings prepared by PEH Architects, dated 06/21/2023 and Project Manual prepared by PEH Architects dated 6/21/2023.
2. General Conditions and fees apply to only 187 Clear Creek, 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 August 10, 2023, normal working hours. No night or weekend hours have been included.
4. This proposal is based on a Notice to Proceed not later than August 9, 2023.
5. The following cost items are specifically included in this proposal:
 - a. General Liability Insurance 1% 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% 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 the parking lot on 101 Chase St, Black Hawk will be for WCG and subcontractors to use 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. Weather delays are not included.
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 August 7th, the Owner is subject to delays and cost impact.
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

PROPOSAL QUALIFICATIONS & CLARIFICATIONS

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. 3-months of generator is included as temporary power prior to permanent Xcel service availability for temporary construction use is included as an allowance.
17. 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.
18. Handling and storage of owner's materials and antiques are excluded.

CSI Division 02 Existing Conditions

19. All/any abatement and remediation has not been included. If required, we assume this is to be by Owner prior to WCG commencement.
20. WCG excludes recycling.
21. We have not included testing, removal, schedule impacts, and disposal of hazardous materials.

CSI Division 03 Concrete

22. Bedrock assumed to be encountered at 3 ft of depth or less and that pouring entire spread footing on bedrock is viable.

CSI Division 05 Metals

23. Ornamental metal guardrail and gate to be powder coated finish. Patina finish is a more expensive finish and will need to be priced out and sent as a change order.

CSI Division 09 Finishes

24. Exterior wood doors will be painted.
25. Interior wood doors will be stained.
26. Interior wood trim, baseboard and casing will be stained.
27. Upgrade to stain interior wood doors and trim is \$5,354.
28. We assumed all exterior paint for siding will be done when there is appropriate weather and temperatures based on manufacturer's instructions. Expecting this to be done in June, 2024.
29. An allowance for wood flooring material is provided as the selected flooring by owner is discontinued.

CSI Division 11 Residential Appliances

30. All residential appliances (refrigerator, microwave, electric oven/range, and dishwasher) will be furnished and delivered by owner. WCG will provide installation only.

CSI Division 26 Electrical

31. Telephone and CATV scope by others
32. Doorbell scope by others
33. Emergency alarm system scope by others

CSI Division 31 Radon Mitigation

34. Sub-membrane depressurization system (active) included with a Soil Gas Collection (SGC) matting system installed within the crawlspace.
35. 15 mil StegoCrawl vapor barrier, chemically sealed and seam taped included.

CSI Division 32 Exterior Improvements - Landscaping

36. 185 Clear Creek – we have included \$1,300 for turf purchase. It is the property owner's responsibility to cover any cost delta from specified cost in WCG's estimate. Turf purchase and installation by owner. No sod included.
37. 187 Clear Creek – seed included, sod is not included.

PROPOSAL QUALIFICATIONS & CLARIFICATIONS

CSI Division 33 Site Utilities

38. Cost of service disconnect is included.

Allowances

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

1. Weather temporary protection	\$5,000
2. Water provided by City of Black Hawk, WCG to haul	\$725
3. Electric Consumption Fees	\$2,175
4. Gas/Heating Consumption Fees	\$5,800
5. 3 months generator as temporary power	\$6,270
6. Adverse conditions temporary protection (blankets, tarys, etc)	\$5,000
7. Repair rotten/damaged joists or studs not shown on plans	\$8,000
8. Material allowance for wood/engineered wood flooring	\$4.50/sf
9. Attic ladder material allowance	\$250/ea
10. Prefabricated Shed complete system allowance	\$5,000/ea

PROPOSAL SCOPE OF WORK

HISTORIC RENOVATION

187 Clear Creek, Black Hawk, CO

City of Black Hawk
July 26, 2023

Bid Tab 1: General Requirements

1. Jobsite Plan Set - \$500
2. Photographic Documentation: Pre-Construction Photographs, Periodic Construction Photographs, Final Completion Photographs - \$2,775
3. Communications: Telephone/Cell Phone, Staff Computer, I.T. Services - \$6,813
4. Office Trailer rental: Office Trailer Furniture - Chairs, Tables, Mobilization & Demobilization - \$14,175
5. Office Supplies & Equipment: Copy Machine / Printer, File Cabinets, Postage & Courier Services, Paper, Pens, Pencils, Markers, Paper Clips, Binders – \$1,476
6. Project signage - \$1,300
7. Utility Consumption: Electric and Gas/ Heat Consumption Fees Allowance, Water Consumption Hauling only water provided by City of Black Hawk - \$9,244
8. Temporary Sanitary Facilities: Temporary Toilets, Dumpster Rental/Pick Up Fees, Trash and Recycling Trip Charges, Fuel Surcharge - \$15,748
9. Adverse Conditions: Temporary Protection (Blankets, Tarys, Dry-in) Allowance, Snow Removal Services (Shoveling) - \$8,750
10. Housekeeping: Protection for Finishes (cabinets, floors, etc), Weekly Cleaning (trash bags, brooms, dusters, vacuum) - \$1,360
11. 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 - \$3,226
12. Construction Fencing: Rental, Installation and Removal - \$5,040
13. Small Tools, Consumables, Equipment - \$7,780
14. Storage Conex Rental, Mobilization and Demobilization - \$1,450
15. Generator Rental and Gas - \$21,423
16. Skid Steer/Bobcat Rental throughout duration of project - \$23,925

Bid Tab 2: Final Cleaning

17. Final Clean of project site, inside and outside, for move in ready. Includes windows, floors, countertops, cabinets, and fixtures.

Bid Tab 3: Construction Surveying

18. Stakeout For the Following: Horizontal and Vertical Control, Pavement Saw Cuts Layout, Sanitary Sewer, Water System, Storm Sewer System, Concrete Swale, Building Layout, Final Site As-builts.

Bid Tab 4: Demolition

19. Exterior Demolition: Demo brick chimney to ceiling framing per structural, Demo existing exterior door, enlarge opening for new 3' door, Demo existing windows except window D, Demo gutters and downspouts, Demo roof penetrations for plumbing and mechanical, Demo roofing material down to sheathing

PROPOSAL SCOPE OF WORK

20. Interior Demolition, Demo existing Interior walls (currently just studs), Demo subfloor to expose floor framing and crawl space, Demo all electrical, phone wiring, and fixtures, Coordinate shutoff or electrical service prior to demo, Demo all plumbing piping and fixtures for water, sewer, heating and gas. Coordinate shut-off of water and gas service prior to demo, Cap all plumbing lines within 5' of entrance into structure. Label all capped service lines.

Bid Tab 5: Concrete

21. Jacking up the house with steel I-beam supports, microlams and re-leveling \$41,500
22. First floor reinforcement in order to jack up the house and maintain its structural integrity \$18,500
23. Footings, Foundation & Curb: \$38,258
 - a. F2.0 Footings
 - b. F2.0x6.0 Footings
 - c. F2.5 Footings
 - d. F18 10"x18" continuous
 - e. F24 10"x24" continuous
 - f. 8" concrete stemwall reinforced
 - g. 14" concrete stemwall - reinforce as for 8" walls
 - h. 6" concrete curb
 - i. 12" diameter concrete pedestals to bed rock. Form top of pedestal with Sonotube.
 - j. 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.
 - k. Landing slab pour over curb (step curb for door)
 - l. Shed Slab with thickened edges – REMOVED
24. Exterior flatwork demo, export, digging, gravel import, drain/gutter piping installation, concrete pour \$20,300
25. Crawl space gravel and final grading, by hand \$13,125
26. Eco Pans, initial Erosion Control \$7,516

Bid Tab 6: Masonry

27. Repair existing chimneys above ceiling (inside)
28. Restore existing brick chimney, repair in place (outside)
29. Reinforce base of brick chimney
30. Remove/replace 13.2 LF Rock retaining wall
31. Tuckpoint stone wall
32. Miscellaneous masonry/stone repairs
33. Mobilization fee

Bid Tab 7: Metal Fabrications

34. Furnish and install powder coated ornamental metal guardrail and gate
35. 1/4"x3"x8" steel bracket at 24" O.C at Kitchen island
36. 1-1/2"x1-1/2"x1/4" steel angle front and back at Bench

Bid Tab 8: Rough Carpentry and Siding

37. Roof Framing: \$15,000
 - a. Continuous (3) 18" LVL Ridge (28lf)
 - b. (2) 9-1/2" LVL Ridge (28lf)
 - c. Sister 2x6 to existing 2x4 rafters
 - d. Sister 2x8 douglas fir no.1 to existing rough sawn 2x4 rafters
 - e. Sister 7-1/4" LVL to existing 2x4 valleys
 - f. Stud columns (2) 2x4 8ft
 - g. Stud columns (3) 2x4 8ft
 - h. 2X6 @24" Porch rafters w/LUS26 Hangers

PROPOSAL SCOPE OF WORK

- i. (2) 2x6 porch beams
- j. Sheathing
- 38. Attic/Ceiling framing: \$14,400
 - a. (3) 7-1/4" LVL 12ft long
 - b. (2) 7-1/4" LVL 12ft long
 - c. (3) 9-1/2" LVL 12ft long
 - d. (2) 5-1/2" LVL 8ft long
 - e. (2) 5-1/2" LVL 12ft long
 - f. Sister existing 2x4 joists w/2x6
 - g. (2) 9-1/2" LVL Header 6ft long
 - h. (2) 7-1/4" LVL Header (assume for doors and windows)
 - i. 2x8 Blocking between 7 1/4" LVLs
 - j. Stud columns (2) 2x4 8ft
 - k. Stud columns (3) 2x4 8ft
 - l. 4x6 post above
 - m. Plywood sheathing on attic joists slot at taller LVL Beams
- 39. 1st Floor framing: \$14,000
 - 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. (2) 2x8 continuous dropped 12ft long
 - c. (3) 2x8 continuous dropped 12ft long
 - d. 6x8 Beam continuous dropped 20 ft long w/2-H2.5A Ties
 - e. 6x10 Beam continuous dropped 20 ft long
 - f. (3) 7-1/4" LVL 12ft long
 - g. 6x6 below
 - h. 4x4 below
 - i. Treated (2) 2x6 strut anchored to concrete foundation wall
 - j. Floor F1.0 : New 3/4" tongue and groove OSB over existing joists per structural
 - k. ALLOWANCE: Repair rotten/damaged joists \$8,000
- 40. Walls: \$18,000
 - a. W1.0: Wall sheathing including densglass where shown, over (E) studs to be sistered w/1/2" furring channel. Infill w/ OSB sheathing for flush finish.
 - b. W3.0: 2x4 @16" oc w/ 1/2" GWB ea side (Height 10'-1")
 - c. W3.0: 2x6 @16" oc w/ 1/2" GWB ea side (Height 10'-1")
 - d. Stud columns (3) 2x4 16ft
 - e. Kitchen island kneewall
 - f. Misc Furring to align with adjacent surfaces
 - g. Wall blocking
- 41. Porch/deck: \$15,849
 - a. New wood step
 - b. Ceiling C2.0: 3/8"x6" T+G V-Groove board over (E) or (N) ceiling joists. (At porch)
 - c. Exterior deck material. 5/4"x6" cedar decking
 - d. Exterior deck installation
 - e. Treated 2x6 (2) 17 ft long
 - f. Exterior deck 2x6 treaded joists (material and labor) w/LUS26 hgrs
 - g. Custom 6x6 porch columns
- 42. Prefabricated Shed allowance: \$5,000
- 43. Hangers: \$3,120
- 44. Siding & Trim: Primed cedar siding over building paper: \$51,400
- 45. Flashings allowance: \$2,000

PROPOSAL SCOPE OF WORK

Bid Tab 9: Finished Carpentry

- 46. Furnish and install interior trim, baseboard and case (window and door)
- 47. Custom bench with crown molding and bead board panel with coat hooks
- 48. Bead board panel around kitchen island
- 49. Repair/replace damaged architectural porch trim and posts

Bid Tab 10: Damp and Waterproofing

- 50. 2 coats of asphaltic water proofing over concrete foundation

Bid Tab 11: Thermal Insulation

- 51. Roof insulation: spray foam insulation R-49
- 52. Exterior wall W1.0 insulation: spray foam insulation R-31.5
- 53. Foundation wall W2.0 insulation: R-19 spray foam insulation. Fill all joist pockets w/R-30 spray foam
- 54. Crawl Space: Extend R-19 spray foam insulation 24" horizontal into crawl space.

Bid Tab 13: Roofing

- 55. Asphalt shingles over ice and water shield.
- 56. Shingle drip edge
- 57. New gutters and downspouts
- 58. Sheetmetal flashing/counterflashing

Bid Tab 14: Joint Sealants

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

Bid Tab 15: Doors, Frames and Hardware

- 60. Furnish and install:
- 61. Existing exterior doors and frames – to be repaired and refinished (2)
- 62. Exterior mechanical room door and frame (1)
- 63. Front door and frame - entrance into kitchen (1)
- 64. Storm door and frame (2)
- 65. Interior doors and frames (10, counting the double door at laundry as 2 doors)
- 66. Exterior door hardware (4)
- 67. Interior door hardware (10)

Bid Tab 16: Windows & Glazing

- 68. New Alum Clad Wood Windows Double Hung Furnish: Windows A, B, C, E, F, G H, J.
- 69. Restore existing window frame and glazing: Window D
- 70. Window Installation
- 71. Glazing: Replace glazing of 2 existing doors with tempered low-e clear dual pane insulated glass

Bid Tab 17: Gypsum Board

- 72. 1/2" gypsum board walls
- 73. 1/2" gypsum board ceiling
- 74. 1/2" moisture resistant gypsum board in wet locations
- 75. 1/2" cement board
- 76. Level 4 drywall finish throughout

Bid Tab 18: Flooring and Tile

- 77. Prefinished engineered floor throughout house
- 78. Detail for floor attic access door
- 79. Floor accessories, nails, glue, trim

PROPOSAL SCOPE OF WORK

- 80. LVT floor in bathrooms
- 81. Tile walls in shower - CESARI BIANCA III MATTE PORCELAIN TILE
- 82. Solid surface bench seat
- 83. Shower Shelves
- 84. Schluter trim

Bid Tab 19: Flooring and Tile

- 85. 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
- 86. Interior Paint
 - a. Paint interior walls and ceilings
 - b. Stain interior trim for doors, windows and baseboard
 - c. Caulk baseboard and trim
 - d. Field stain 10 interior wood doors

Bid Tab 20: Specialties

- 87. Bathroom towel hangers - Moen Banbury
- 88. Bathroom mirror/medicine cabinet - Home Decorators Collection
- 89. Shower rod - Moen 54 in to 72 in Stainless Steel Curved shower rod
- 90. Bathroom robe hook - Moen Banbury
- 91. House Numbers
- 92. Attic Ladder
- 93. Door stops

Bid Tab 21: Residential Appliances

- 94. Owner to furnish and deliver the Refrigerator, Electric range/oven, Microwave, Dishwasher
- 95. WCG will unbox and install owner provided appliances
- 96. WCG will furnish and install food disposal
- 97. Washer and Dryer will not be furnished or installed. Electric and gas hookups will be provided for future tenants.

Bid Tab 22: Residential Cabinets and Countertops

- 98. Kitchen base and wall cabinets
- 99. Bathroom vanity
- 100. Powder room vanity
- 101. Laundry wall cabinetry
- 102. Cabinet above toilet
- 103. Cabinet Hardware
- 104. Kitchen countertop and edge profile
- 105. Kitchen Backsplash to be same material as countertop and to fill space between base cabinet and wall cabinet
- 106. Bathroom vanity top and backsplash
- 107. Powder room top and backsplash

Bid Tab 24: Plumbing

- 108. Plumbing rough: All hot and water lines inside the house
- 109. Natural gas rough: all gas lines inside the house
- 110. Plumbing Fixtures:

PROPOSAL SCOPE OF WORK

- a. Tub - American Standard Princeton 60x30 LH
- b. Tub/Shower fixture - Moen Brecklyn Single-Handle 6-Spray Tub and Shower Faucet with Magnetix Rainshower Combo in Matte Black
- c. Bathroom faucet - Moen Banbury 8 in. Widespread Double-Handle High-Arc Bathroom Faucet with Drain Kit Included in Matte Black
- d. Bathroom sink - Kohler Caxton
- e. Toilet - Kohler Wellworth 2-Piece 1 GPF Single Flush High-Efficiency Elongated Toilet in White
- f. Kitchen sink - Elkay Burnham White Fireclay 33 in. Double Bowl Farmhouse Apron Kitchen Sink
- g. Kitchen faucet - Delta Leland Single-Handle Pull-Down Sprayer Kitchen Faucet in Matte Black
- h. Washing machine box
- i. Ice maker outlet box
- j. Provide air admittance valve in kitchen island
- k. Backflow preventer
- l. Floor Drain
- m. Cleanout
- n. Freeze proof hose bib
- 111. Plumbing equipment:
 - a. Expansion tanks ET-1, ET-2
 - b. Boiler in HVAC but it also works to heat water
- 112. Pipe insulation

Bid Tab 25: HVAC

- 113. HVAC Rough
- 114. HVAC Trim
- 115. Boiler B-1, route combustion and flue vents through roof. Vent piping to be CPVC, polypropylene or stainless steel
- 116. P-1 Boiler pump
- 117. P-2 Heating circulation
- 118. TSH-1 Toe space heaters (Located in cabinetry toe kick space)
- 119. FTR-1 10ft Finned tube radiation w/covers
- 120. FTR-2 11ft Finned tube radiation w/covers
- 121. FTR-3 8ft Finned tube radiation w/covers
- 122. FTR-4 10 ft Finned tube radiation w/covers
- 123. Bathroom exhaust fans EF-1
- 124. Crawl space exhaust fan EF-3. Route 4" PVC exhaust ducts up to roof level. Provide rain caps.
- 125. Thermostats to have direct 24v power with battery backup. Honeywell TH2110D. Provide 24v 150VA transformer in utility room.
- 126. 6"x6" floor register (Reggio register cast iron) paint interior black
- 127. Dryer exhaust into recessed dryer duct box and then through roof.
- 128. Duct exhaust from micro hood to exterior, provide wall cap.

Bid Tab 26: Electric

- 129. Electrical rough
- 130. Electrical trim
- 131. Panel A F2, 200A
- 132. Outlets and Switches
- 133. Smoke Detectors
- 134. Light Fixtures furnish and install per plans
- 135. Ceiling Fans furnish and install per plans
- 136. Electrical wiring for all required plumbing and HVAC equipment
- 137. Telephone and CATV by others

PROPOSAL SCOPE OF WORK

- 138. Doorbell by others
- 139. Emergency alarm system by others

Bid Tab 27: Earthwork

- 140. Hand excavation for new foundation, soil export, temporary support \$52,316

Bid Tab 28: Erosion Control

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

Bid Tab 29: Site Concrete

- 142. Concrete stairs to remain
- 143. Replace existing concrete sidewalk

Bid Tab 30: Landscaping

- 144. 187 Clear Creek: \$8,626
 - a. 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.
 - b. Existing bushes/tree removal
- 145. 185 Clear Creek: \$12,480
 - a. \$1,300 for turf purchase. Turf purchase and install by owners. No sod included.
 - b. Re install irrigation system
 - c. New plants to replace the same plants that were there before
 - d. Re-install existing railing
 - e. Re-install pavers around flower beds

Bid Tab 31: Site Utilities

- 146. New 4" PVC Sanitary service
- 147. New 3/4" Domestic water service line
- 148. New 4" PVC Underground Drain
- 149. New gas line
- 150. Asphalt patch back
- 151. Dry utility service disconnects fees \$5,000

Bid Tab 33: Radon System

- 152. Sub-membrane depressurization system (active) included with a Soil Gas Collection (SGC) matting system installed within the crawlspace.
- 153. 15 mil StegoCrawl vapor barrier, chemically sealed and seam taped included.
- 154. Fan for Radon system

EXHIBIT E

EXTERIOR – CONDITIONAL LIEN RELEASE SUBCONTRACTOR

187 CLEAR CREEK STREET

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 F

EXTERIOR – UNCONDITIONAL LIEN RELEASE SUBCONTRACTOR

187 CLEAR CREEK STREET

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 G

EXTERIOR – CONDITIONAL LIEN RELEASE TRADE CONTRACTOR

187 CLEAR CREEK STREET

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 H

EXTERIOR - UNCONDITIONAL LIEN RELEASE TRADE CONTRACTOR

187 CLEAR CREEK STREET

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 I

EXTERIOR - AFFIDAVIT AND FINAL RELEASE TRADE CONTRACTOR

187 CLEAR CREEK STREET

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 J

INTERIOR – CONDITIONAL LIEN RELEASE SUBCONTRACTOR

187 CLEAR CREEK STREET

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 K

INTERIOR – UNCONDITIONAL LIEN RELEASE SUBCONTRACTOR

187 CLEAR CREEK STREET

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 L

INTERIOR – CONDITIONAL LIEN RELEASE TRADE CONTRACTOR

187 CLEAR CREEK STREET

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 M

INTERIOR - UNCONDITIONAL LIEN RELEASE TRADE CONTRACTOR

187 CLEAR CREEK STREET

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 N

INTERIOR - AFFIDAVIT AND FINAL RELEASE TRADE CONTRACTOR

187 CLEAR CREEK STREET

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 68-2023
A RESOLUTION
APPROVING THE FIRST
ADDENDUM TO
PROFESSIONAL SERVICES
AGREEMENT WITH PEH
ARCHITECTS, INC. FOR
THE DESIGN AND
ARCHITECTURAL
CONSTRUCTION SERVICES
ASSOCIATED WITH THE
RESTORATION AND
REHABILITATION OF 121
MARCHANT STREET IN AN
AMOUNT NOT TO EXCEED
\$135,193.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 68-2023

TITLE: A RESOLUTION APPROVING THE FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT WITH PEH ARCHITECTS, INC. FOR THE DESIGN AND ARCHITECTURAL CONSTRUCTION SERVICES ASSOCIATED WITH THE RESTORATION AND REHABILITATION OF 121 MARCHANT STREET IN AN AMOUNT NOT TO EXCEED \$135,193.00

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

Section 1. The City Council hereby approves the First Addendum to Professional Services Agreement with PEH Architects, Inc. for the design and architectural construction services associated with the restoration and rehabilitation of 121 Marchant Street, attached hereto as **Exhibit A**, in the amount not to exceed \$135,193, and the Mayor is authorized to execute the same on behalf of the City.

Section 2. To the extent the First Addendum to Professional Services Agreement with PEH Architects, Inc. has a term that includes the calendar year 2024, such First Addendum is subject to budget and appropriation by the City as part of the 2024 City of Black Hawk budget.

RESOLVED AND PASSED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution requesting approval of the First Addendum to the Professional Services Agreement with PEH Architects, Inc. for the Design and Architectural Construction Services associated with the restoration and rehabilitation of 121 Marchant Street.

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

MOTION TO APPROVE: **RESOLUTION NO. 68-2023**, a Resolution Approving the First Addendum to the Professional Services Agreement with PEH Architects, Inc. for the Design and Architectural Construction Services Associated with the Restoration and Rehabilitation of 121 Marchant Street in an Amount Not To Exceed \$135,193.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff received from PEH Architects, Inc. a fee proposal for the Design and Architectural Construction Services for the restoration and rehabilitation of 121 Marchant Street. The proposal includes the total contract amount of \$129,646.00. Staff suggests adding three (3) additional Construction Phase Site Visits to the cost at \$1,849.00 per visit adding an additional amount of \$5,547.00 to the overall cost for a not to exceed amount of \$135,193.00. Staff recommends approving the First Addendum to the Professional Services Agreement for the Design and Architectural Construction Services as presented.

AGENDA DATE: August 9, 2023

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

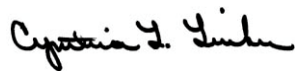
DOCUMENTS ATTACHED: Resolution 68-2023
First Addendum to Professional Services Agreement
Fee Proposal – 121 Marchant Street

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☒ Yes ☐ No **COI on File**

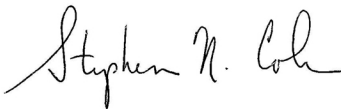
CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "First Addendum") is made and entered into this **9th day of August, 2023**, by and between the **City of Black Hawk**, Colorado (hereinafter referred to as the "City") and **PEH Architects, Inc.** (hereinafter referred to as "Contractor").

RECITALS:

A. On **January 11, 2023**, the City and Contractor entered into a Professional Services Agreement (the "Agreement").

B. The parties desire to further extend the Agreement with this **First Addendum** for one additional year for the services related to the **Design and Architectural Construction Services associated with 121 Marchant Street**.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this **First Addendum**.

1. The contract term for the Agreement is hereby extended by this **First Addendum** for one additional year, from **December 31, 2023**, through and including **December 31, 2024**.

2. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor's rate schedule attached hereto as **Exhibit A**, and incorporated by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement, and this **First Addendum** constitute all of the agreements between the City and the Contractor.

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

CITY OF BLACK HAWK, COLORADO

By:

David D. Spellman, Mayor

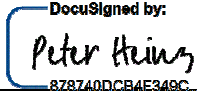
ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

PEH ARCHITECTS, INC.

By: 
Peter H. Heinz

Its: Owner

Date: 8/1/2023

EXHIBIT A

PEH ARCHITECTS

1720 14th Street, Suite 100
Boulder, Colorado 80302
303-442-0408
email: peheinz@peharchitects.com

MEMORANDUM

Date: July 6, 2023

To: Cindy Linker – Community Planning & Development Administrator

From: Peter E. Heinz AIA
Mari Blaser Assoc. AIA

Re: Scope of Work
121 Marchant Street - Historic Grant Restoration

The following Scope of Work is proposed for this upcoming project.

Existing Conditions Phase (2 site visits)

1. PEH ARCHITECTS (PEHARCH) attends kickoff meeting and walk-through.
2. PEHARCH performs as-built site measurements to prepare as-measured drawings.
3. As-built drawings are issued
4. Determine location of test pits for Geotech pot holes
5. PEHARCH issues project design schedule

Conceptual Design Phase (2 visits/meetings)

6. PEHARCH team meets City of Black Hawk (CoBH) and Property Owner (PO) to discuss renovation and possibilities for redesign – then prepares renovation goals memo.
7. Prepare Concept Design – assume two alternative Site Plan and Floor Plan schemes presented to PO at Concept Review meeting, “best aspects” of the two schemes noted.
8. A follow-up revised Concept Design Floor Plan presented to CoBH, PO, Advocate (ADV) for CoBH, White Construction (GC), and Building Official (CBO) at a second meeting.

Schematic Design Phase (1 visit/meeting)

9. Prepare Schematic Design package including potential floor plan framing upgrades and exterior elevation upgrades.
10. Meet with CoBH, PO, GC, Baseline (CP), & Pinyon (HC) to present Schematic Design. Discuss HVAC/Plumbing/Lighting/Electrical/Civil/2021 IRC Energy requirements. Discuss possible cost implications.
11. Prepare colored exterior elevation and exterior material board. CP and HC to use for COAC and SDP submittal.

Design Development Phase (1 visit/meeting)

12. Prepare Design Development package including layouts of utility piping/civil engineering, HVAC/Plumbing & Lighting. Begin development of Specifications.
13. Present to CoBH, PO, ADV, & GC at review meeting. Discuss PO selections including Kitchens, Bathrooms, millwork, finishes, appliances, and interior trim. PEHARCH, CoBH/ADV, and the GC will develop/provide a quality grade for the finishes from which the PO can choose from.
14. The GC will review the cost implications of the PO selections & prepare an initial cost estimate based on the Design Development package.

Permit Documents (2 visits/meetings)

15. Prepare 50% Permit Drawings (75% Construction Drawings)/specifications package – including details of architectural, energy compliance, structural, mechanical, plumbing, and electrical portions of the project. Send package to CBO for initial review.
16. PEH ARCH presents 50% Permit Drawings/specifications package at CoBH, PO, ADV, CBO, & GC meeting. GC presents initial cost estimate.
17. Prepare 100% Permit Drawings/Specifications including revisions discussed in the 50% Permit Drawing/specifications review meeting. Issue stamped 100% Permit Drawings/Specifications to GC for Building Permit submission and revised cost estimate.
18. Present 100% Permit package to CoBH, PO, ADV, CBO, & GC at review meeting.

Construction Documents (2 visits/meetings)

19. PEHARCH reviews Building Permit comments with CoBH, & GC. Coordinate/add comments onto architectural & consulting engineering drawings.
20. Resubmit 100% Permit Drawing/Specification package and once building permit is approved, issue 100% CONDOC package.
21. Review 100% CONDOC package with CoBH, PO, ADV, CBO, & GC.
22. PEHARCH re-issues 100% CONDOC package if updates are needed based on review meeting.

Construction Administration (9 arch, 4 struct, 1 mech/plumb, & 2 elect site visits)

23. PEHARCH team visits the site at intervals appropriate to the stage of construction to determine in general if the project observed is being constructed in a manner indicating that, when fully completed, the project will be in accordance with the Construction Drawings. The visits will coincide with the following milestones of the project: excavation and foundation forming, initial wood framing, electrical box walk, detailed wood framing including window/door installation, exterior siding/painting, HVAC/Plumbing/Lighting/Electrical rough-in, gyp. bd./texture installation, interior trim/millwork installation, floor finish installation, & painting/wallpaper. Additional site visits by the PEHARCH team will be additional services (see attached fee estimate).
24. PEHARCH team attends biweekly OAC meetings via Teams or Zoom for meetings not associated with site visits listed above.
25. PEHARCH team will rely upon the COBH's designated ADV & negotiated GC project management team, who will be on site weekly, to furnish project reviews, and discuss questions/comments from the GC and subcontractors.
26. PEHARCH team reviews submittals, shop drawings and RFIs from the GC.

Punch List (4 arch, 1 struct, 1 mech/plumb, & 1 elect site visits)

27. PEHARCH attends an interior punch walk and an exterior punch walk.
28. Consultants attend one punch walk.
29. PEHARCH team attends a back punch after the GC has completed all punch walk items.
30. PEHARCH team reviews the O&M Manual and provide Record Documents based on GC redlines.

FEE ESTIMATE - HOURLY BASIS
7/3/2023

121 Marchant
 Black Hawk, CO
 850 SF (not including Covered Porch) 252 SF new construction for non-historic addition

TASK DESCRIPTION	Principal	Proj. Arch.	Sr. Proj. Mng.	Jr. Proj. Mng.	CAD drafter	Ttl. Hrs.	Hourly	Remarks
Rate:	\$215.00	\$190.00	\$160.00	\$135.00	\$90.00		Total	
Task A - Existing Conditions Phase:	8	0	0	14	39	61		2 visits, includes drive time
	\$1,720	\$0	\$0	\$1,890	\$3,510			
Task A - EXISTING CONDITIONS PHASE							\$7,120	
Task B - Conceptual Design Phase:	32	0	0	44	0	76		2 visits, includes drive time
	\$6,880	\$0	\$0	\$5,940	\$0			
Task B - CONCEPTUAL DESIGN PHASE							\$12,820	
Task C - Schematic Design Phase:	22	0	0	36	42	100		1 visit, includes drive time
	\$4,730	\$0	\$0	\$4,860	\$3,780			
Task C - SCHEMATIC DESIGN PHASE							\$13,370	
Task D - Design Development Phase:	28	0	0	32	44	104		1 visit, includes drive time
	\$6,020	\$0	\$0	\$4,320	\$3,960			
Task D - DESIGN DEVELOPMENT							\$14,300	
Task E - Permit Documents	38	0	0	64	44	146		2 visits, includes drive time
	\$8,170	\$0	\$0	\$8,640	\$3,960			
Task E - PERMIT DOCUMENTS							\$20,770	
Task F - Construction Documents	10	0	0	15	4	29		2 visits, includes drive time
	\$2,150	\$0	\$0	\$2,025	\$360			
Task F - CONSTRUCTION DOCUMENTS							\$4,535	
TOTAL ARCHITECTURAL CONDOC SERVICES							\$72,915	
Consultant CONDOC Services (Tasks A, B, C, D, E, F)								
Structural							\$6,450	Includes 1 initial site visit
Mechanical & Plumbing							\$5,800	No site visits included
Electrical							\$4,250	No site visits included
TOTAL CONSULTANT CONDOC SERVICES (TASKS A, B, C, D, E, F)							\$16,500	
BREAK GROUND								
Task G - Construction Administration:	48	0	0	64	24	136		9 visits, includes drive time
	\$10,320	\$0	\$0	\$8,640	\$2,160			
TOTAL Task G - CONSTRUCTION ADMINISTRATION							\$21,120	
Task H - Punch List Phase:	17	0	0	0	20	37		4 visits, includes drive time
	\$3,655	\$0	\$0	\$0	\$1,800			
TOTAL Task H - PUNCH LIST PHASE							\$5,455	
TOTAL ARCHITECTURAL CONSTRUCTION SERVICES							\$26,575	
Consultant Construction Services (Tasks G, H)								
Structural							\$3,750	Includes 5 site visits
Mechanical & Plumbing							\$3,850	Includes 2 Site visits
Electrical							\$2,850	Includes 2 Site visits
TOTAL CONSULTANT CONSTRUCTION SERVICES							\$10,450	
Reimbursable allowance							\$2,200	Plots, prints
Mileage allowance							\$1,006	23 trips at 70 miles at \$0.625 per mile
TOTAL REIMBURSABLE ALLOWANCE							\$3,206	
Total Architectural CONDOC Services							\$72,915	
Total Architectural Construction Services							\$26,575	
Total Reimbursable Allowance							\$3,206	
PEH CONTRACT AMOUNT							\$102,696	
Total Consultant CONDOC Services							\$16,500	
Total Consultant Construction Services							\$10,450	
CONSULTANT CONTRACT AMOUNT							\$26,950	
TOTAL CONTRACT AMOUNT							\$129,646	
Additional Construction Phase Site Visits							\$1,849	per visit

RESOLUTION 69-2023
A RESOLUTION
APPROVING THE CITY OF
BLACK HAWK FEE
SCHEDULE, AS AMENDED

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 69-2023

TITLE: A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED

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

Section 1. The City of Black Hawk Fee Schedule, as amended, attached hereto as **Exhibit A**, is hereby approved.

RESOLVED AND PASSED this 9th day of August, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

BLACK HAWK FEE SCHEDULE, AS AMENDED

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

SUBJECT: 2023 City of Black Hawk Fee Schedule Amendment.

RECOMMENDATION: After the Introduction of the Adopting Resolution, Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 69-2023, a Resolution Approving the City of Black Hawk Fee Schedule, as Amended.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During process changes with ATIS, the City's Elevator Consultant, City staff discovered, that an Amendment to the fee schedule was required. Incorporated into the accompanying Fee Schedule, Exhibit A, are changes proposed by City staff.

Clerk's Office update: HB 22-1415, modified sections of the Liquor Code. One of which, is how much municipalities can charge for a Change of Manager application. The fee was \$75, now it is \$30. We are updating this section of the City's Fee Schedule to reflect that change.

AGENDA DATE: 8/9/2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director
Melissa A. Greiner, City Clerk

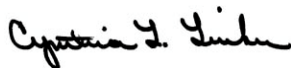
DOCUMENTS ATTACHED: Resolution 69-2023
Exhibit A – Amended Fee Schedule

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

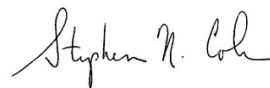
CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Business/Sales Tax License		
Business License-New & Renewal	\$50.00	
Gaming License Related Fees		
Transportation Device Fee	\$40.80	per device/per year
Ambulance Fee (Silver Dollar Metro District Devices Excluded)	\$2.50	per device/per month
General Device Fee (except live table games)	\$1,050.00	per device/per year
General Device Fee on Table Games with Live Dealers	\$4,200.00	per device/per year
Liquor License		
Application Fee - new license	\$1,000.00	
Retail Liquor Store	\$22.50	
Liquor-licensed Drugstore	\$22.50	
Beer and Wine	\$48.75	
Hotel and Restaurant	\$75.00	
Tavern	\$75.00	
Optional Premises	\$75.00	
Club	\$41.25	
Retail Gaming Tavern	\$75.00	
Brew Pub	\$75.00	
Arts	\$41.25	
Racetrack	\$75.00	
Distillery Pub	\$75.00	
Lodging & Entertainment	\$75.00	
Vitner's Restaurant	\$75.00	
Fermented Malt Beverage On Premises	\$3.75	
Fermented Malt Beverage Off Premises	\$3.75	
Fermented Malt Beverage On/Off Premises	\$3.75	
Art Gallery Permit	\$3.75	
Bed & Breakfast Permit	\$3.75	
Mini Bar Permit w/Hotel Restaurant License	\$48.75	
Annual Renewal Application Fee	\$100.00	
Late Renewal	\$500.00	
Special Event Liquor Permit	\$100.00	
Festival Permit	\$100.00	

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Tastings Permit	\$100.00	new and renewal
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)
Corp/LLC Change (per person)	\$100.00	
Change of Location	\$750.00	
Change of Manager (H&R, Tavern, L&E, and Campus Liquor Complex)	75 \$30	
Promotional Association Certification Application	\$100.00	
Attachment of a Licensed Premise	\$100.00	
Annual Renewal	\$100.00	
Lodging License		
Lodging License	\$100.00	
Short-Term Rental License	\$100.00	
Short-Term Rental License Life/Safety Inspection	\$150.00	
Retail Marijuana License		
New Application or Change of Ownership/CBO	\$2,500.00	
Renewal Application	\$500.00	
Annual Operations Fee	\$1,500.00	
Late Renewal Fee	\$500.00	
Transaction Fee	\$2.00	per transaction
Change in Corporate Officers, Directors, or Manager	\$100.00	per person ≥ 10% financial interest
New and Renewal Hospitality Establishments with or without sales	\$1,000.00	
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)
Escort Services License		
Application Fee	\$300.00	
Application Investigation Fee (Police Department)	\$250.00	
Renewal Fee	\$200.00	
Pawnbrokers Business License		
Application Fee	\$2,200.00	
Renewal Fee	\$5.00	
Investigation and Processing Fee	\$200.00	
Sexually Oriented Business License		
Application Fee	\$750.00	
Renewal Fee	\$1,000.00	

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Transfer of Ownership	\$200.00	
Manager's License	\$250.00	
Misc. Licenses/Permits		
Dog License Annual Fee (Males & spayed females)	\$3.00	
Dog License Annual Fee (Unspayed females)	\$5.00	
Newsrack Permit	\$0.00	
Public Assembly Permit (for profit organizations)	\$100.00	
Recreational Vehicle and Equipment Permit	\$0.00	
Mobile Auto Repair Permit and Annual Renewal	\$25.00	
Street Vendor Conditional Use Permit	\$100.00	for 6 months for each vehicle used
Shuttle Owner/Operator Registration and Annual Renewal	\$100.00	
Private Social Club Permit	\$100.00	
Solicitation		
Permit Fee	\$100.00	
Renewal Fee	\$50.00	
Fingerprint Fee/Background Check (credit card payment through Idemia)	\$26.50	each analysis (\$16.50 + \$10 vendor service fee)
Identification Badge	\$25.00	
Replacement Identification Badge	\$25.00	
Special Event Fees		
First day	\$50.00	
Each additional day	\$30.00	
Bicycle Event Permit	\$100.00	
Franchise Fees		
Cable Television Franchise Fee		
New Application	per contract	
Transfer	per contract	
Gas and Electric Franchise	3%	of all received revenues
Transfer	per contract	
Dory Hill Cemetery		
Plot Fee	\$50.00	
Burial Fee - Casket	\$400.00	
Burial Fee - Cremated Remains	\$150.00	

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Miscellaneous		
Code Books	online	
Open Records Request Research Fee	\$33.58	after first hour/per hour
Copies made	\$0.25	page
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Building Fees		
Building Fees cover the cost of an initial Plan Review, one (1) round of response comments and primary inspections for Building, Plumbing, Mechanical, Electrical, and Structural. A reinspection fee is invoice separately. When the primary inspections included in the initial permit fee are exhausted, inspections then revert to an hourly fee and are invoiced separately; see Permit Fees Beyond Initial Building Permit Fees Collected.		
Land Use and Public Improvement Plan Review and Inspection fees are NOT collected with the Building Fee. These fees are invoiced separately using the Land Use fee schedule.		
Building Permit Fees Based on Total Valuation		
\$1.00 to \$500	\$23.50	
\$501 to \$2,000	\$23.50	for 1st \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25	for the 1st \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25	for the 1st \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75	for the 1st \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75	for the 1st \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75	for the 1st \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75	for the 1st \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Residential Building Permit Fees	Reference Ordinance 2022-25	<p>R108.1 Residential Permit Fees. A permit shall be issued by the Building Official for new construction, rehabilitation, remodeling, additions, accessory buildings or alterations to all residential structures including relocated residential structures. Permit fees and plan review fees are assessed but not collected from the homeowner if the residence is located within the Historic Residential (HR) Zoning District. No Sales Tax is assessed or collected on these projects. New construction, rehabilitation, remodeling, relocation, addition or accessory building improvements are made in accordance with the Design Standards of the City of Black Hawk, as adopted by the City Council. All permit applications are reviewed by the Building Official.</p> <p>Residential building outside the Historic Residential (HR) Zoning District are responsible for all currently adopted building fees for new construction, rehabilitation, remodeling, additions, accessory buildings, or alterations. All permit applications are reviewed by the Building Official and must meet the Design Standards of the City of Black Hawk, as adopted by the City Council.</p> <p>R108.1.2 Restoration and Community Preservation Fund Grant Program Fees. A permit shall be issued by the Building Official for all renovations that are approved by the City Council and funded by a Historic Restoration and Community Preservation Program; permit fee and plan review fees are assessed but not collected from the homeowner. No Sales Tax is assessed or collected on these projects.</p>
Initial Building Plan Review - initial review and one (1) round response comments	65%	of the Building Permit fee calculated above
Additional Building Plan Review/Response Comments (Initial response comments beyond one (1) round, and reviews of previously approved plans because of changes, additions, or revisions)	\$150.00	an hour - one (1) hour minimum collected thru CommunityCore
Permit Fees and Inspections Beyond Initial Building Permit Fees Collected	\$105.00	per stop/per hour - one (1) hour minimum plus 15% City Administration Fee.
Structural Engineering Review and Consulting Fee (3rd party)	Actual Cost	actual cost plus 15% City Administration Fee. City reserves the right to have a 3rd party Structural Engineer perform an independent review. All associated costs above and beyond the standard permit fee shall be incurred and paid by the applicant or property owner.

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Building Consulting / Miscellaneous Services	\$150.00	an hour plus 15% City Administration Fee - one (1) hour minimum Includes all services not listed.
Same Day Building Inspections During Regular Business Hours 9:00 a.m. - 4:00 p.m., Monday thru Friday	\$150.00	an hour with a two (2) hour minimum - collected in advance of inspection thru CommunityCore.
Inspections Outside of Regular Business Hours 9:00 a.m. - 4:00 p.m., Monday thru Friday	\$200.00	an hour with a four (4) hour minimum - collected in advance of inspection thru CommunityCore
Emergency Life & Safety Inspections	No Charge	
Re-Inspection Fee *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items	\$150.00	an hour for each re-inspection - one (1) hour minimum collected in advance of inspection thru CommunityCore
Special Investigation Fee - starting work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence - collected thru CommunityCore 2nd Occurrence - collected thru CommunityCore 3rd Occurrence and additional Occurrence - collected thru CommunityCore
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee.
Excavation Permit (commercial and residential alteration or addition)	\$7.00	per cubic yard.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Electrical Fees		
Electrical Only Plan Review - initial review and one (1) round response comments	65%	of the Electrical Permit fee calculated below.
Additional Electrical Plan Review/Response Comments (Initial response comments beyond one (1) round, and reviews of previously approved plans because of changes, additions, or revisions)	\$150.00	an hour - one (1) hour minimum collected thru CommunityCore
Residential Electrical Only Installation: (New, Remodel, Addition) (Round sq. ft. up to next 100 for calculation).		
Residential Installation (Based on enclosed living area only)		
LIVING AREA:		
≤ 1,000 sq. ft.	\$115.00	
1,001 sq. ft. but ≤ 1,500 sq. ft.	\$172.00	

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

1,501 sq. ft. but ≤ 2,000 sq. ft.	\$230.00	
≥ 2,001 sq. ft. (\$228.00 + (\$10.00) x each additional 100 sq. ft.)	Calculated Fee	
EXAMPLE: (2235 sq. ft.) first 2000 sq. ft. = \$228 + (300 (235 rounded up to next 100) x \$10.00) = \$258.00		
Commercial and other fees: Including some residential installations that are not based on square footage (not living area, i.e., garage, shop, etc.) Fees in this section are calculated from the total cost to customer (contract price), including electrical materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		
≤ \$2,000 = \$115.00 (base fee)	\$115.00	
≥ \$2,001 add \$10.00 per thousand of job valuation (always round up the next \$1000) to the Base Fee (\$115.00)	Calculated Fee	
EXAMPLE: The cost of the installation is \$5,150 (round up to \$6,000) (6 x \$10 = \$60) The base fee (shown above): \$115 + (6 x \$10.00) \$60 = \$175.00 Total Fee		
Mobile/Modular/Manufactured Home Set (per unit)	\$115.00	
Temporary Heat Release	\$115.00	
Temporary Electrical Meter	\$115.00	
Solar Permit Fees - Residential or Commercial Fees are calculated from the total cost to customer (contract price), including materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		

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Not more than \$2000 (Base Fee)	\$115.00	
≥ \$2,001 add \$115.00 + \$10.00 per thousand of total job valuation (always round up the next \$1000)	Calculated Fee	
EXAMPLE: The valuation if \$5,150 (round up to \$6,000) the base fee as shown above; \$115.00 + (6x(\$10.00) = \$175.00 total fee*		
Senate Bill 17-179 placed a cap on solar permit fees of: \$500.00 for residential installation and; \$1,000 for commercial installations. Caps on the permit fee are a combination of the solar (DC) installers permit are a combination of the solar (DC) installers permit and the electrical (AC) permit. Whichever one is issued first, the total fee for the second permit combine with the fee for the first permit cannot exceed the cap fees shown above.		
Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence - collected thru CommunityCore 2nd Occurrence - collected thru CommunityCore 3rd Occurrence and Each Additional Occurrence - collected thru CommunityCore
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Re-Inspection Fee: *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items A re-inspection fee may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, etc.	\$150.00	an hour for each re-inspection - collected in advance thru CommunityCore
1. Ensure that the work is completed within the time limitation of the permit. 2. Install electrical according to the currently adopted edition of the Colorado electrical Code (NEC). 3. Request an electrical inspection <i>prior</i> to covering and a final inspection <i>prior</i> to occupancy. 4. Temporary construction meters require a separate permit application from any other activity.		

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CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Conveyance Consulting Services		
CONVEYANCE INSPECTION SERVICES		
Required Presence	\$155/per hour	any necessary request for Conveyance Inspector presence i.e. meetings, etc. Travel time not included, plus 15% City Administration Fee.
Shut Down/Dormant/Remove from Service Elevator	\$155/per unit	plus 15% City Administration Fee.
Dumbwaiter Periodic	\$155/per unit	plus 15% City Administration Fee.
Dumbwaiter Acceptance	\$355/per unit	plus 15% City Administration Fee.
Dumbwaiter Acceptance Re-Inspection(s)	\$155/per unit	plus 15% City Administration Fee.
Escalator Annual	\$675/per unit	Colorado - Category 5 test annual, plus 15% City Administration Fee.
Escalator Acceptance	\$700/per unit	plus 15% City Administration Fee.
Escalator Acceptance Re-Inspection(s)	\$500/per unit	plus 15% City Administration Fee.
Hydraulic Periodic	\$155/per unit	1-1.5 hours, plus 15% City Administration Fee.
Hydraulic Roped Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Hydraulic 5 Year	\$210/per unit	2 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Roped 5 Year	\$375/per unit	3 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Acceptance	\$525/per unit	plus 15% City Administration Fee.
Hydraulic Acceptance Re-Inspection(s)	\$325/per unit	plus 15% City Administration Fee.
Lift Periodic (material type B, platform, chair, etc.) Periodic	\$155/per unit	all lifts other than those described in the Conveyance Section, plus 15% City Administration Fee.
Lift Periodic Acceptance (material type B, platform, chair, etc.)	\$355/per unit	all lifts other than those described in the Conveyance Section, plus 15% City Administration Fee.
Remove Conveyance From Service	\$155/per unit	plus 15% City Administration Fee.
Traction Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Traction 5 Year	\$520/per unit	4 hours, Witnessed safety test with weights, plus 15% City Administration Fee.
Traction Acceptance	\$525/per unit	Plus 15% City Administration Fee.
Traction Acceptance Re-Inspection(s)	\$325/per unit	plus 15% City Administration Fee.
Temporary Certificate of Operation (TCO) 1st - 60 days 1st TCO Follow-Up Inspection	\$155/per unit	60 day follow-up, plus 15% City Administration Fee.

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Temporary Certificate of Operation (TCO) 2nd - 30 days 2nd TCO Follow-Up Inspection (only issued for back ordered parts)	\$310/per unit	30 day follow-up, plus 15% City Administration Fee.
CONVEYANCE MISCELLANEOUS SERVICES		
Conveyance Incident Investigation	\$135/per hour	Incident investigation, plus 15% City Administration Fee.
Consulting / Miscellaneous Services	\$155/per hour	Plus 15% City Administration Fee.
Development Review Committee (DRC) Meeting Attendance	No Charge	
Expert Witness / Court Testimony	Actual Cost	Plus 15% City Administration Fee.
Inspections Outside of Regular Business Hours - Reference Consultant's Current Professional Services Agreement.	Initial Per Unit Fee	Four (4) hour minimum, plus 15% City Administration Fee.
Re-Inspection Fee A re-inspection fee is charged in the following instances: 1. The Contractor is not ready at the time of inspection 2. The Contractor provides an incorrect address for the inspection 3. The Contractor is not on site at time of inspection 4. If violations are not corrected at the followup inspection.	Initial Per Unit Fee	Plus 15% City Administration Fee.
Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence - collected thru CommunityCore 2nd Occurrence - collected thru CommunityCore 3rd Occurrence and Each Additional Occurrence - collected thru CommunityCore
Violation Fee - Escalator Annual - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
Violation Fee - 5-Year Witness Safety Test - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
CONVEYANCE PERMITS		
Commercial - Minor Alteration Covers: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails. Permit Submittal Requirements: a conveyance permit application and manufacture specifications.	\$575/per unit	Includes initial plan review and initial response comments, collected thru CommunityCore

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Commercial - Major Alteration/New Construction/Re-rope Covers: controller, signal fixtures, rotating equipment, drive (multiple components), fire alarm, fire recall. Permit Submittal Requirements: a conveyance permit application with drawings stamped by a design professional licensed in Colorado.	\$865/per unit	Includes initial plan review and initial response comments, collected thru CommunityCore
Residential Elevator , Platform Lift or Dumbwaiter	\$575/per unit	Includes initial plan review and initial response comments, collected thru CommunityCore
Plan Review and Response Comments - Additional	\$155.00 per hour	Includes additional reviews and additional response comments per occurrence, collected thru CommunityCore
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Electrical Permit: If an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH.		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.		
MISC. Fees		
Right-of-Way Use Permit	\$35.00	
Street Cut Permit	\$300.00	for 1 to 100sf and \$2/sf for any additional
State Highway Access Permits		
Level 1	\$50.00	single family residential/agricultural
Level 2	\$100.00	commercial property & those in excess of 20 vehicular trips per day w/o roadway improvements.
Level 3	\$300.00	commercial property requiring roadway improvements.
Historic Landmarking	Consultant Fee	plus 15% City Administration Fee
Development in Flood Hazard Permit	Consultant Fee	plus 15% City Administration Fee
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Fire and Police Protection Fee at time of Building Permit		
Multifamily Residential	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC

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Commercial	\$14.00	per occupant/multiply fee x peak period occupant load as per IBC
Industrial	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC
Change of Use	Consultant Fee	plus 15% City Administration Fee
Redevelopment	Consultant Fee	plus 15% City Administration Fee
Industrial	Consultant Fee	plus 15% City Administration Fee
Off-site commercial parking space fee (Parking Impact Fee)	\$2,000.00	per space
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Utilities		
Disconnect/Reconnect Fees		
Notice of disconnection due to delinquency or failure to maintain	\$60.00	
Reconnection charge due to delinquency or failure to maintain	\$500.00	
Disconnection/shut off for convenience (>7 days)	\$200.00	
Reconnection charge for convenience (>7 days)	\$500.00	
Commercial Fire Flow Testing		
Permit (>48 hours in advance of test)	\$150.00	
Penalty for failure to acquire permit	\$5,000.00	
Land Use Fees		
Pre-Land Use Application & DRC Meetings	Consultant Fee	plus 15% City Administration Fee
Formal Land Use Application	Consultant Fee	plus 15% City Administration Fee
Commercial - Land Use Plan Review		
Boundary Line Agreement	Consultant Fee	plus 15% City Administration Fee
Certificate of Appropriateness Certificate of Architectural Compatibility	Consultant Fee	plus 15% City Administration Fee

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Cost Reimbursement Agreement	Consultant Fee	plus 15% City Administration Fee
Civil Engineer Plan Review and Inspections	Consultant Fee	plus 15% City Administration Fee
Disconnection of Property	Consultant Fee	plus 15% City Administration Fee
Planned Unit Development	Consultant Fee	plus 15% City Administration Fee
Signs	Consultant Fee	plus 15% City Administration Fee
Site Development Plan	Consultant Fee	plus 15% City Administration Fee
Special Review Use	Consultant Fee	plus 15% City Administration Fee
Subdivisions		
Preliminary Subdivision Processing Fee	Consultant Fee	plus 15% City Administration Fee
Final Subdivision Development Fee	Consultant Fee	plus 15% City Administration Fee
Minor Subdivision	Consultant Fee	plus 15% City Administration Fee
Site Development Commercial Plat	Consultant Fee	plus 15% City Administration Fee
Street Plan and Easement Vacation	Consultant Fee	plus 15% City Administration Fee
Variance	Consultant Fee	plus 15% City Administration Fee
Residential Land Use Fees	Reference Ordinance 2017-9 adopted June 14, 2017 and Municipal Code Section 16-370.	No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 AND is located within the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.
Restaurant Grills and Air Quality Compliance	Consultant Fee	plus 15% City Administration Fee
Recording Fee	Actual Cost	
Temporary Use or Temporary Structure Permits	\$50.00	plus Security Deposit, if applicable.
Water System Development Fees		
Nonresidential, in Gaming District	\$16.00	per square foot
Hotel	\$900.00	per room
Nonresidential, outside of Gaming District	\$8.00	per square foot
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Miscellaneous Services	Consultant Fee	plus 15% City Administration Fee

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Electrical Permit: if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH		
Police Department Fees		
Sex Offender Registration	\$100.00	initial registration
Renewal	\$50.00	
Portable Breath Test (PBT)	\$20.00	
VIN Checks (Residents Only)	\$0.00	
Copies onto CDs	\$25.00	
Fire Department Fees (Contact Fire Dept. for further details)		
New Construction, Addition, or Tenant Finish of Commercial and Multi-Residential Plan Reviews		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 - 5,000 square feet	\$750.00	
5,001 - 10,000 square feet	\$750.00	plus \$0.05 per square foot over 5,000
10,001 - square feet or greater	\$1,000.00	plus \$0.05 per square foot over 10,001
Commercial Inspections		
Scheduled Annual Inspection	\$150.00	hour
First Re-inspection of violation noted during a Scheduled Annual Inspection	\$0.00	
Second or greater Re-inspection of violation noted during a Scheduled Annual Inspection	\$150.00	hour
Compliance Verification	\$150.00	hour

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System Test	\$150.00	hour. Applies to testing and inspection of fire sprinkler, fire alarm system, and suppression system required in addition to those included in initial fee.
Re-inspection	\$150.00	inspection is scheduled and the contractor is unable to complete the inspection when the inspector arrives, 2) when corrections called out during a previous inspection are not made, or 3) when the contractor does not have the permit card
Outside Agency Support for Scheduled Inspections	\$50.00	hour. Assist adjacent fire agencies with fire and life safety inspections.
Parking Structures		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.

Separate or attached structure	1/2 new construction fee for same square footage (\$750.00 minimum fee)	
Automatic Fire Sprinkler System (NFPA 13, 13D, and 13R)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New Fire Sprinkler System	\$0.05 per square foot of system coverage (\$750.00 minimum fee)	
Existing Fire Sprinkler System Modification (Relocate, remove, or add fire sprinklers)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
Fire Pump		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Fire Pump in fire sprinkler and/or standpipe system	\$300.00	per pump
Fire Alarm System		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
Existing Fire Alarm System Modification (Relocate, remove, or add fire alarm devices)		Fee includes initial plan review, one round of response comments one rough inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
False Alarm Fees		
Occurrence 6 to 10	\$100.00	per occurrence
Occurrence 11 to 15	\$250.00	per occurrence

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Occurrence 16 to 20	\$500.00	per occurrence
Occurrence 21 to 25	\$1,000.00	per occurrence
Occurrence 26 or more	Discretionary	
Automatic Fire Suppression Systems for Commercial Cooking Operations		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Information review and inspection of a new system	\$500.00	per individual system
Modifications to an existing system	\$500.00	per individual system
Standpipe Systems		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New standpipe	\$450.00	per standpipe riser
Modification to existing standpipe system	\$300.00	per standpipe riser
Additional Plan Review/Response Comments		
Second or Greater Plan Review/Response Comments	\$150.00	per hour
Public Safety Radio Amplification System		
Information review and on-site testing of the system at final inspection.	\$300.00	
Special Investigation Fee - staring work without a permit.		
First Occurrence	\$500.00	
Second Occurrence	\$1,000.00	
Third or greater Occurrence	\$1,500.00	
Administration Fees/Misc		
Administration Fee for All Invoices	15%	To be included on all plan review and inspection invoices.
CPR and First Aid Training for City residents and City staff	\$0.00	
CPR and First Aid Training for businesses	\$25.00	person includes certification card
Fire Extinguisher Training for City residents and City Staff	\$0.00	
Fire Extinguisher Training for businesses	\$10.00	person for businesses
Temporary Fire Watch	\$0.00	
Site Plans	\$100.00	
Outside Consultation/Third Party Review	Actual Cost plus 15% Administration Fee	The Fire Department reserves the right to have a third party perform an independent review. All associated costs above and beyond the standard fee shall be incurred and paid by applicant or property owner.
Blasting and Storage of Explosives Permit	\$150.00	includes one site inspection
Elevator Entrapment Rescue		

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Occurrence 6- to 10	\$500.00	per occurrence
Occurrence 11 to 15	\$1,000.00	per occurrence
Occurrence 16 or more	\$1,500.00	per occurrence