



REGULAR MEETING AGENDA

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

August 10, 2022
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. INTRODUCTION OF
NEW EMPLOYEES: Jameson Gaines, Maintenance Worker I
Jason Hammer, Maintenance Worker I
Austin Jantz, Maintenance Worker I
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: July 27, 2022
8. PUBLIC HEARINGS:
 - A. CB16, An Ordinance Approving the Application for Local Landmark Designation by the City of Black Hawk for the Bobtail Tramway Portal Located at 201 Selak Street
 - B. CB17, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Property for Open Space and Recreational Purposes Within the Meaning of C.R.S. § 38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter.
 - C. Local Liquor Licensing Authority Consideration of a Special Event Liquor Permit for Gilpin County Historical Society – TENTATIVE
9. ACTION ITEMS:
 - A. Resolution 52-2022, A Resolution Approving a Professional Services Agreement with Bruce Michalak as the Historic Restoration and Preservation Program Advocate in the Amount Not to Exceed \$50,000.00
10. CITY MANAGER REPORT:
11. CITY ATTORNEY REPORT:
12. EXECUTIVE SESSION:

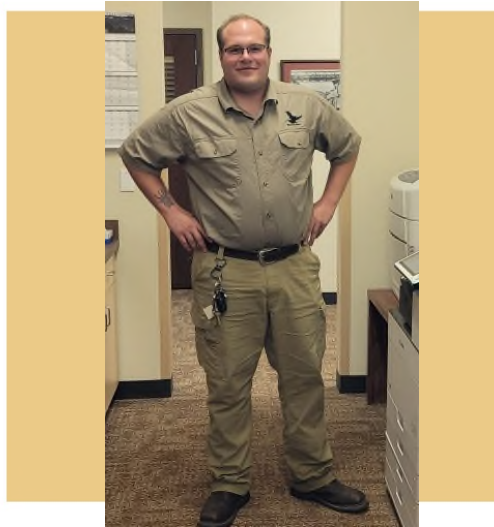
Executive Session to hold a conference with the City's Attorney to receive legal advice on potential legislation, pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, and other City-owned property, pursuant to C.R.S § 24-6-402(4)(e).
13. 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



City of Black Hawk New Employee Introduction



Jameson Gaines
Maintenance Worker I

I started with the City on February 14, 2022, and I had no experience when I started. Now I have learned so much more than I knew I would, and I am very excited to continue learning and working for the city. I plan on staying employed in the city for my whole life because I have never had a job this great and one that I enjoy this much. I love the people that I work with; I have made great friendships and work relationships since I've been here. I hope that I can make a great career working for the city and be a great example.

For fun I like to watch t.v., hang out with friends, spend time with the family, and cook. I also love to shoot at the range, hunt, and fish. My favorite food of all time is chicken wings. I also love to eat all kinds of asian food, burritos, potatoes, burgers, steaks, seafood, and all different kinds of american and indian food.

My favorite kinds of movies to watch are action, and science fiction. I love the Transformers movies, and the Star Wars series, but not the new ones. I love to watch movies about war times and history like World War 2 movies. The shows that I like to watch on t.v. are documentaries, history, science fiction, action, adventure, and comedies.

I look forward to meeting each and every one of you and to a long and successful career at the City of Black Hawk.



City of Black Hawk New Employee Introduction



Jason Hammer
Maintenance Worker I

Hi, my name is Jason Hammer. I have been hired on as a Maintenance Worker 1. I am pleased to say that I have lived in Gilpin Co for the last 15 years and have held a few different job occupations. I have worked at the Bates-Hunter Mine in Central City as an underground Miner & Water Treatment Operator for 2 yrs. I also worked in the Engineering Dept. for the Fortune Valley/Reserve/Grand Z Casino, Hotel for 9 years. In my spare time, I enjoy hiking, fishing, and camping, usually with my girlfriend and two dogs. I am thrilled to be a part of this team and hope to have long-lasting employment with Black Hawk Public Works.



City of Black Hawk New Employee Introduction



Austin Jantz
Maintenance Worker I

I started with the City in the Public Works Department on January 3rd, 2022, I have learned a lot since I have started working here and I am looking forward to learning much more. I love working for the city each day. There is something different that needs to be done and it's never routine. I am here for the long haul looking forward to making this my career.

I enjoy being outdoors going camping, hunting, and fishing. My favorite foods are sandwiches of any kind and breakfast burritos. Some of my favorite movies are A River Runs Through It, Second Hand Lion, and The Indian in The Cupboard. I also enjoy reading comic books and just about any western book by Louis L'amour.



**City of Black Hawk
City Council**

July 27, 2022

MEETING MINUTES

City Clerk Melissa Greiner 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 27, 2022 at 3:00 p.m.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Midcap, and Torres.

Excused Absence: Aldermen Johnson and Moates

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Commander Jantz, Fire Chief Woolley, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, Community Planning & Development Director Linker, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.
3. **AGENDA CHANGES:** Deputy City Clerk confirmed that the agenda was updated to reflect the correct ordinance and resolution titles since they were added after the packet was posted. She also noted that Resolution 50-2022 was marked for continuation.
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. PUBLIC COMMENT: Deputy City Clerk Martin confirmed that Tom Feeney had signed up to speak. City resident and business owner Tom Feeney introduced himself for the record. He complimented the City on the painting of the stairs and continued with his concern with the lack of City marketing. He believes we should have a comprehensive plan in place for marketing, and if the City doesn't have enough resources to work on it, then we should hire an outside marketing company to help the City come up with a plan and a way to execute it.

6. APPROVAL OF
MINUTES: July 13, 2022

**MOTION TO
APPROVE**

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

MOTION PASSED

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

7. PUBLIC HEARINGS:

A. CB15, An Ordinance Approving a Memorandum of Understanding Creating the Clear Creek Watershed and Forest Health Partnership

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester introduced this item. He said this is a group of other Clear Creek water users working together to reduce wildfire risk through various projects. He said membership doesn't obligate us to anything; it just allows us to participate as a wildfire could severely disrupt Black Hawk's water supply.

Mayor Spellman asked why CDOT was not part of the group, as there were many dead trees in their highway right-of-way that the City ended up removing. He said this sort of group seems like the perfect partnership with CDOT. Mr. Isbester agreed and will find out.

PUBLIC HEARING:

Mayor Spellman declared Public Hearings on CB15, an Ordinance approving a Memorandum of Understanding creating the Clear Creek Watershed and Forest Health Partnership 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 Torres **MOVED** and was **SECONDED** by Alderman Midcap to approve CB15, an Ordinance approving a Memorandum of Understanding creating the Clear Creek Watershed and Forest Health Partnership.

MOTION PASSED

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

B. Resolution 50-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for the Demolition of Gold Mine Casino and the Silver Hawk Casino Located at 7291 Black Hawk Boulevard and 100 Chase Street

Mayor Spellman read the title and opened the public hearing.

Mayor Spellman said this public hearing would be continued to the August 24th City Council meeting.

**MOTION TO
CONTINUE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Armbright to continue Resolution 50-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for the demolition of Gold Mine Casino and the Silver Hawk Casino located at 7291 Black Hawk Boulevard and 100 Chase Street to the August 24th City Council meeting.

MOTION PASSED

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

8. ACTION ITEMS:

A. Resolution 51-2022, A Resolution Approving the First Amendment to Subdivision and Development Agreement Between the City and Club Vista Properties II, LLC Regarding the Black Hawk Park Subdivision

Mayor Spellman read the title.

City Attorney Hoffmann reminded Council of the previous agreement with Club Vista dated March 24, 2021. He said a delay in grading work caused a potential claim for delay damages to the City for its work with contractor JBS. He went on to add that this first amendment resolves that dispute by creating a cap of \$300,000 on the amount of damages that could be attributable to the grading delay from Club Vista, but it also allows the work to continue with the developer able to obtain building permits, but they cannot get their final Certificate of Occupancy until final resolution with JBS for the delay. Mayor Spellman added that this amendment also allows for the land exchange to take place.

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 51-2022, a Resolution approving the First Amendment to Subdivision and Development Agreement between the City and Club Vista Properties II, LLC regarding the Black Hawk Park Subdivision.

MOTION PASSED

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

9. CITY MANAGER
REPORT:

City Manager Cole had nothing to report.

10. CITY ATTORNEY
REPORT:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE
SESSION:

None

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:10 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 16
ORDINANCE 2022-16
AN ORDINANCE
APPROVING THE
APPLICATION FOR
LOCAL LANDMARK
DESIGNATION BY THE
CITY OF BLACK HAWK
FOR THE BOBTAIL
TRAMWAY PORTAL
LOCATED AT 201 SELAK
STREET**

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

COUNCIL BILL NUMBER: 16

ORDINANCE NUMBER: 2022-16

**TITLE: AN ORDINANCE APPROVING THE APPLICATION FOR LOCAL
LANDMARK DESIGNATION BY THE CITY OF BLACK HAWK FOR
THE BOBTAIL TRAMWAY PORTAL LOCATED AT 201 SELAK
STREET**

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

Section 1. Findings of Fact.

- A. Application has been made by the City of Black Hawk for local historic landmark designation for the City-owned property known as the Bobtail Tramway Portal Property, located at 201 Selak Street within the City of Black Hawk, Colorado.
- B. Public notice has been given of such application pursuant to Section 16-426(c)(1) of the City of Black Hawk Municipal Code.
- C. The City Council has reviewed the application, the recommendation of the City's Historic Preservation Commission, and the criteria for designation contained in Section 16-425 of the City of Black Hawk Municipal Code.
- D. After consideration of the factors set forth in 16-426(c)(2)d. of the City of Black Hawk Municipal Code, the City hereby approves the local historic landmark designation for the Bobtail Tramway Portal Property, located at 201 Selak Street.

Section 2. The City Clerk is directed to record a copy of this Ordinance in the records of the Gilpin County Clerk and Recorder's Office within fifteen (15) days of the effective date of this Ordinance.

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 10th day of August, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

Local Historic Landmark Designation – 201 Selak – Bobtail Tramway Portal.

RECOMMENDATION:

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

MOTION TO APPROVE COUNCIL BILL 16, ORDINANCE 2022-16 AN ORDINANCE APPROVING THE APPLICATION FOR LOCAL LANDMARK DESIGNATION BY THE CITY OF BLACK HAWK FOR THE BOBTAIL TRAMWAY PORTAL LOCATED AT 201 SELAK STREET.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On March 22, 2017, City Council approved Resolution No. 24-2017. This Resolution directed the City Manager to take all necessary steps for the City to apply for a local historic landmark designation according to Section 16-425(1) for the City-owned property located at 201 Selak Street, generally known as the Bobtail Tramway Portal.

Section 16-425 of the Black Hawk Municipal Code Regulates the criteria for Landmark Designation. The review is addressed in the attached Staff Report and Landmark Application.

The following criteria were considered when reviewing the Bobtail Tramway Portal nomination for designation:

(1) Designated historic resources. Resources proposed for historic resource designation shall be at least fifty (50) years old and shall possess architectural, social, or geographic/environmental importance by meeting one (1) or more of the following criteria:

- A. Exemplifies specific elements of an architectural style or period.
- B. Is an example of the work of an architect or builder who is recognized for his or her national, statewide, regional or local expertise?
- C. Demonstrates superior craftsmanship or high artistic value.
- D. Represents an innovation in construction, materials or design.
- E. Represents a style particularly associated with the Black Hawk area.
- F. **Represents a built environment of a group of people in an era of history.**
- G. Represents a pattern or grouping of elements representing at least one (1) of the above-mentioned criteria;
- H. Has undergone a significant historic remodel.
- I. Is the site of a historic event that had an effect upon society.
- J. **Exemplifies cultural, political, economic or social heritage in the community.**
- K. Represents an association with a notable person.
- L. Is identified with historical personages or groups or which represents important events in national, state, or local history.
- M. **Enhances a sense of identity with the community.**
- N. **Is an established and familiar natural setting or visual feature in the community.**

The Bobtail Portal Tramway is significant under Black Hawk's "Criteria for Designation" as follows:

- F. Represents a built environment of a group of people in an era of history.
- J. Exemplifies cultural, political, economic or social heritage in the community.
- M. Enhances a sense of identity with the community.
- N. Is an established and familiar natural setting or visual feature in the community.

The Historic Preservation Commission evaluated and discussed the contents of the attached staff report, local landmark designation application, and testimony by the public, city staff, and the historic preservation consultant. After the discussion, the Commission recommended the City Council approve the local landmark designation for Bobtail Tramway Portal at 201 Selak Street, which is generally located west of Black Hawk City Hall and east of Church Street. The property meets the Criterion F, J, M, and N as outlined in Section 16-425 of the Black Hawk Municipal Code and staff report dated June 21, 2022.

AGENDA DATE:

August 10, 2022

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED:

Council Bill 16
Ordinance 2022-16
Landmark Designation Packet

RECORD:

☒ Yes ☐ No

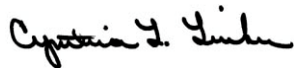
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

STAFF REPORT: Landmark Designation for Bobtail Tramway Portal

For: Black Hawk City Council
Project: Local Landmark Designation – Bobtail Tramway Portal
Property Address: 201 Selak Street,
Property Owner: City of Black Hawk
Zoning: HAP – Historic Appreciation and Preservation District
Prepared by: Cynthia Linker, City of Black Hawk, and Ashley L. Bushey, Pinyon Environmental, Inc.
Approved by: Cynthia Linker, City of Black Hawk

BACKGROUND:

On March 22, 2017, City Council approved Resolution No. 24-2017. This Resolution directed the City Manager to take all necessary steps for the City to apply for a local historic landmark designation according to Section 16-425(1) for the City-owned property located at 201 Selak Street, generally known as the Bobtail Tramway Portal.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Excerpt from:

City of Black Hawk

Zoning Code – Chapter 16

Section 16-425, Criteria for designation

Sec. 16-425. Criteria for designation.

The Commission shall consider the following criteria when reviewing nominations for designation:

- (1) Designated historic resources. Resources proposed for historic resource designation shall be at least fifty (50) years old and shall possess architectural, social or geographic/environmental importance by meeting one (1) or more of the following criteria:
 - a. Exemplifies specific elements of an architectural style or period.
 - b. Is an example of the work of an architect or builder who is recognized for his or her national, statewide, regional or local expertise.
 - c. Demonstrates superior craftsmanship or high artistic value.
 - d. Represents an innovation in construction, materials or design.
 - e. Represents a style particularly associated with the Black Hawk area.
 - f. Represents a built environment of a group of people in an era of history.**
 - g. Represents a pattern or grouping of elements representing at least one (1) of the above-mentioned criteria.
 - h. Has undergone a significant historic remodel.
 - i. Is the site of a historic event that had an effect upon society.
 - j. Exemplifies cultural, political, economic or social heritage in the community.**

- k. Represents an association with a notable person.
- l. Is identified with historical personages or groups or which represents important events in national, state or local history.
- m. Enhances a sense of identity with the community.**
- n. Is an established and familiar natural setting or visual feature in the community.**

Sec. 16-426. Designation procedures.

(a) Application for designation. Landowners of any landmark proposed for designation may submit an application requesting designation to the City Manager or the City Manager's designee. Such application shall be made in writing and set forth why the applicant believes the proposed historic landmark is qualified for designation pursuant to Section 16-425 above.

(b) Commission review. If, in the opinion of the City Manager or the City Manager's designee, the application requirements have been met and the proposed historic landmark meets the criteria for designation, the application shall be referred to the Commission. The Commission shall consider the designation at its next regular meeting and submit its opinion or recommendation to the City Council.

(c) City Council review. Upon receipt of the Commission's recommendation, the City Council shall hold a hearing to consider the application for designation not more than sixty (60) days after the application's filing.

(1) Notice.

a. Written notice of the designation hearing shall be sent to all property owners of record who own or have significant legal or equitable interests in the real property being proposed for designation. Notice shall include the time, Date, place and subject matter of the hearing and shall be sent via certified mail not less than seven (7) days prior to the hearing.

b. Signs indicating the proposed action and the time, Date and place of the hearing shall be posted by the City for a period of not less than seven (7) days prior to the hearing on all historic landmarks proposed for designation. Such signs will be prominently displayed and easily readable from abutting public ways.

c. A legal notice indicating the nature of the hearing, the property involved and the time, Date and place of the scheduled public hearing shall be published once in the official newspaper of the City not less than seven (7) days prior to the hearing.

d. Written notice of the proposed designation, including the identification of the historic landmark, the basis for the designation, procedure and the time, Date and place of the hearing, shall be given to the Building Official not less than seven (7) days prior to the public hearing.

(2) Hearing process.

a. A quorum of the City Council shall conduct the hearing. If a quorum is not present, the hearing shall be rescheduled for the next scheduled City Council meeting.

b. A reasonable opportunity shall be provided to all interested parties to express their opinions regarding the proposed designation.

c. Hearings shall include records of the name and address of each speaker and the organization or person he or she represents, if any. A summary of the relevant portions of each statement and all written presentations shall be incorporated into the record of the hearing.

d. The City Council shall review the proposed designation with respect to:

1. Its relationship to the City's zoning regulations and other adopted planning documents;
2. The effect of the designation upon the surrounding neighborhood; and
3. Such other planning considerations as may be relevant to the proposed designation.

(3) Findings of fact and actions of City Council.

a. The City Council shall act officially on each proposed designation within thirty (30) days of the hearing thereon. The City Council may approve, reject or modify any proposal, but no proposal may be extended beyond the boundaries of the land described in the original designation application unless the initiation and hearing procedure are repeated for the enlarged boundaries. The City Council shall set forth in its records the findings of fact which constitute the basis for its decisions, and due consideration shall be given to the written or oral views of owners of affected property. If the City Council fails to act within the thirty-day period, the designation shall be deemed to have been denied.

b. If more than one (1) property is involved in the designation procedure, the City Council may approve the application in part. In no event may any property be added to the area described in the application without instituting a new designation procedure.

c. Any approved designation of a historic landmark shall be made by ordinance of the City Council.

d. No historic landmark shall be designated without the express written consent of the proposed historic landmark's landowners.

(d) Recording of designation. Within fifteen (15) days of the effective Date of an ordinance designating a historic landmark, a copy of the ordinance shall be recorded in the real estate records of the County Clerk and Recorder.

(e) Notification. Within ten (10) days after the recording of the ordinance designating a historic landmark, the City Clerk shall send a letter, via certified mail, to all property owners whose property is subjected to the designation. (Ord. 2009-13 §3)

EVALUATION:

The Bobtail Tramway at 201 Selak Street is significant under Black Hawk's "Criteria for Designation."

F. Represents a built environment of a group of people in an era of history;

J: Exemplifies cultural, political, economic, or social heritage in the community;

M: Enhances a sense of identity with the community; and

N: Is an established and familiar natural setting or visual feature in the community.

Under Criterion F the Bobtail Tramway Portal and its function reflects the built environment of Black Hawk during the nineteenth century and the mining origins of the community.

Under Criterion J, the Bobtail Tramway Portal represents the industrial origins and economic advancement that define Black Hawk's heritage and cultural identity.

Under Criterion M, the structure serves as a notable local landmark that illustrates Black Hawk's economic and cultural origins.

Under Criterion N, the structure is a prominent visual and accessible landmark within the community that emphasizes its historic function.

STAFF COMMENT SUMMARY

The Historic Preservation Commission evaluated and discussed the contents of this staff report, local landmark designation application and testimony by the public, city staff and the historic preservation consultant. At the conclusion of the discussion, the Commission recommended to the City Council ***approval*** of the local landmark designation for the Bobtail Tramway Portal at 201 Selak Street. The property meets the Criterion F, J, M and N as outlined in Section 16-425 of the Black Hawk Municipal Code and this staff report dated July 1, 2022.

REVIEW AND FINDINGS

Notice Requirements:

- a. Signs indicating the proposed action and the time, date and place of the hearing were posted by the City for a period of not less than seven (7) days prior to the hearing on the historic landmarks proposed for designation. Such signs were prominently displayed and easily readable from abutting public ways.
- b. A legal notice indicating the nature of the hearing, the property involved and the time, Date and place of the scheduled public hearing was published at least once in the official newspaper of the City not less than seven (7) days prior to the hearing.
- c. Written notice of the proposed designation, including the identification of the historic landmark, the basis for the designation, procedure and the time, Date and place of the hearing, was given to the Building Official not less than seven (7) days prior to the public hearing.

- d. Upon receipt of the Historic Preservation Commission's recommendation, the City Council shall hold a hearing to consider the application for designation not more than sixty (60) days after the application's filing. A public hearing is scheduled for July 10, 2013.

Hearing Process:

- a. A quorum of the City Council shall conduct the hearing. If a quorum is not present, the hearing shall be rescheduled for the next scheduled City Council meeting.
- b. A reasonable opportunity shall be provided to all interested parties to express their opinions regarding the proposed designation.
- c. Hearings shall include records of the name and address of each speaker and the organization or person he or she represents, if any. A summary of the relevant portions of each statement and all written presentations shall be incorporated into the record of the hearing.
- d. The City Council shall review the proposed designation with respect to:
 - 1. Its relationship to the City's zoning regulations and other adopted planning documents;
 - 2. The effect of the designation upon the surrounding neighborhood; and
 - 3. Such other planning considerations as may be relevant to the proposed designation.

Findings of fact and actions of City Council:

- a. The City Council shall act officially on each proposed designation within thirty (30) days of the hearing thereon. The City Council may *approve, reject or modify* any proposal, but no proposal may be extended beyond the boundaries of the land described in the original designation application unless the initiation and hearing procedure are repeated for the enlarged boundaries. The City Council shall set forth in its records the findings of fact which constitute the basis for its decisions, and due consideration shall be given to the written or oral views of owners of affected property. If the City Council fails to act within the thirty-day period, the designation shall be deemed to have been denied.
- b. If more than one (1) property is involved in the designation procedure, the City Council may approve the application in part. In no event may any property be added to the area described in the application without instituting a new designation procedure.
- c. Any approved designation of a historic landmark shall be made by ordinance of the City Council.
- d. No historic landmark shall be designated without the express written consent of the proposed historic landmark's landowners.

Recording of designation:

- a. Within fifteen (15) days of the effective date of an ordinance designating a historic landmark, a copy of the ordinance shall be recorded in the real estate records of the County Clerk and Recorder.

Notification:

- a. Within ten (10) days after the recording of the ordinance designating a historic landmark, the City Clerk shall send a letter, via certified mail, to all property owners whose property is subjected to the designation.

To support this proposal, the following findings can be used:

The Bobtail Tramway Portal is located in the HAP – Historic Appreciation and Preservation District and is located on land owned by the City for public uses. The proposed designation conforms to the Comprehensive Plan by preserving and protecting the community's historic appearance and character. Additionally, this proposed designation in the HAP District protects and preserves the historical and cultural values associated with 201 Selak Street. The proposal meets intent of Criterion F, J, M and N as outlined in Section 16-425 of the Black Hawk Municipal Code and as noted and evaluated in this staff report presented to City Council.

RECOMMENDATION:

Staff recommends City Council consider a **Motion to Approve Council Bill 16, Ordinance 2022-16 approving the application for the Local Landmark Designation by the City of Black Hawk for the Bobtail Tramway Portal located at 201 Selak Street** as submitted and included in this staff report for the property known as Bobtail Tramway Portal at 201 Selak Street. The property meets the Criterion F, J, M, and N as outlined in Section 16-425 of the Black Hawk Municipal Code and this staff report dated July 1, 2022.

ATTACHMENTS

- Resolution No. 24-2017
- Public Hearing Notice
- Local Landmark Designation Form
- Attachment A: Sketch Map
- Attachment B: Topographic Map
- Attachment C: Site Photographs
- Attachment D: Ordinance dated October 10, 1878

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 24-2017

TITLE: A RESOLUTION DIRECTING THE CITY MANAGER TO APPLY FOR LOCAL LANDMARK DESIGNATION FOR THE PROPERTY LOCATED AT 201 SELAK STREET AND GENERALLY KNOWN AS THE BOBTAIL TRAMWAY PORTAL

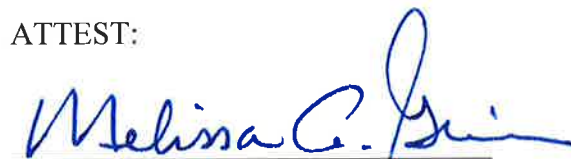
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Manager is directed to take all necessary steps to cause the City to apply for a local historic landmark designation pursuant to Section 16-425(1) for the City-owned property located at 201 Selak Street, and generally known as the Bobtail Tramway Portal.

RESOLVED AND PASSED this 22nd day of March, 2017.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, City Clerk



NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning the Local Landmark Designation for the Bobtail Tramway Portal on the property described in Exhibit A and generally located at 201 Selak Street west of Black Hawk City Hall and east of Church Street, pursuant to the City of Black Hawk Zoning Ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, August 10, 2022, at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

Legal Description

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 028 Lot: 006A DESC IN RESOLUTION 26-2020 #166075 FORMERLY KNOWN AS LOTS 5 (E9ft) & ALL OF LOTS 6, 7, 8



City of Black Hawk

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

LOCAL LANDMARK DESIGNATION FORM

Date: June 21, 2022

APPLICANT:

Name (Please Print): City of Black Hawk
Mailing Address: 211 Church Street/PO Box 68 Black Hawk, CO 80422
Phone Number: 303-582-0615
Cell Number: N/A
Email Address: N/A
Physical Address of Proposed Designation: 201 Selak Street, Black Hawk, CO 80422

OWNER OF SITE IF DIFFERENT FROM APPLICANT:

Name (Please Print): City of Black Hawk
Mailing Address: 211 Church Street/PO Box 68 Black Hawk, CO 80422
Phone Number: 303-582-0615
Cell Number: N/A
Email Address: N/A
Physical Address of Proposed Designation: 201 Selak Street, Black Hawk, CO 80422

NAME OF SITE: Include a map on an 8.5" x 11" page that shows location of site and site plan. Please type if possible.

- Bobtail Tramway Portal – 201 Selak Street. Please see attached site plan.

DESCRIPTION: Current and original physical appearance, include photos documenting evidence of the qualifying age of the year structure was built (at least 50 years old) – photos should be from all directions of the site if possible.

The Bobtail Tramway Portal was constructed in 1880. It is located underneath and protrudes out (east) from Church Street and can be noticed behind (west of) Black Hawk's city hall building. The Bobtail Tramway Portal consists of a large stone masonry face with an archway and iron gate. The archway extends west into the portal where it has been blocked off by wood beams and spray foam insulation at the top of the archway. Historically, the tunnel behind the portal extended further west to the north side of Church Street; there it connected to ore bins where gold ore was dumped into the tunnel. Additionally, a covered tramway from the portal extended east down the hill to the Bobtail stamp mill. Half of the hill has been altered, specifically where the covered tramway connected to the stamp mill, with the area being replaced by a parking lot between 1985 and 1999. A pedestrian staircase (not contributing) is located above the portal and connects to Selak Street on the north side of Black Hawk's city hall. The south elevation protrudes out from Church Street further highlighting the structure's stone masonry construction. Retaining walls consist of masonry stone and are located on the north and west elevations of the portal. The retaining walls extend along the terrace beneath Church Street. The portal and retaining walls are made of stone masonry and concrete mortar.

CATEGORY OF LANDMARK:

☒ Structure ☐ Site ☐ Home ☐ Object ☐ Property ☐ Park ☐ Building

CRITERIA FOR DESIGNATION: On a separate sheet of paper, please provide a detailed explanation on how the property meets the criteria for designation of one or more of the following [please check] below.

- A. Exemplifies specific elements of an architectural style or period.
- B. Is an example of the work of an architect or builder who is recognized for his or her national, statewide, regional or local expertise?
- C. Demonstrates superior craftsmanship or high artistic value.
- D. Represents an innovation in construction, materials or design.
- E. Represents a style particularly associated with the Black Hawk area.

F. Represents a built environment of a group of people in an era of history.

The Bobtail Tramway Portal and its function reflects the built environment of Black Hawk during the nineteenth century and the mining origins of the community. (See continuation sheets)

- G. Represents a pattern or grouping of elements representing at least one (1) of the above-mentioned criteria;
- H. Has undergone a significant historic remodel.
- I. Is the site of a historic event that had an effect upon society.

J. Exemplifies cultural, political, economic or social heritage in the community.

The Bobtail Tramway Portal represents the industrial origins and economic advancement that define Black Hawk's heritage and cultural identity. (See continuation sheets)

- K. Represents an association with a notable person.
- L. Is identified with historical personages or groups or which represents important events in national, state, or local history.

M. Enhances a sense of identity with the community.

The structure serves as a notable local landmark that illustrates Black Hawk's economic and cultural origins. (See continuation sheets)

N. Is an established and familiar natural setting or visual feature in the community.

The structure is a prominent visual and accessible landmark within the community that emphasizes its historic function. (See continuation sheets)

HISTORIC DISTRICTS:

Districts proposed for local landmark designation shall contain properties that comply with the previous section (Criteria for Designation) hereof that are related by a pattern of physical elements or social activities. Significance is determined by applying the criteria of this Article to patterns and unifying elements.

1. Historic district designation will not be considered unless the application contains written approval of all property owners within the proposed historic district boundaries.
2. Properties that do not contribute to the significance of the proposed historic district may be included within the boundaries if the noncontributing buildings do not noticeably detract from the proposed historic district's sense of time, place and historic development. Noncontributing elements will be evaluated for their magnitude of impact by considering their size, scale, design, location or information potential.

MAJOR BIBLIOGRAPHICAL REFERENCES OR DOCUMENTATION OF HISTORIC SIGNIFICANCE:

(Please use **separate paper if necessary**)

"Looking up Selak Street to Gregory Street Bridge. 50 Gold Mines is the mill on the right." *Gilpin Historic Society*, circa 1880. Accessed March 4, 2022. <http://www.gilpintram.com/images/10002008.jpeg>.

"1940's rppc NICE VIEW Black Hawk - Near Golden & Denver Colorado CO i7831." HipPostcard, circa 1940s. Accessed March 4, 2022. <https://www.hippostcard.com/listing/1940s-rppc-nice-view-black-hawk-near-golden-denver-colorado-co-i7831/20713327>.

Sanborn Fire Insurance Map from Black Hawk, Gilpin County, Colorado. Sanborn Map Company, Aug, 1886. Accessed March 4, 2022. https://www.loc.gov/item/sanborn00956_001/.

Sanborn Fire Insurance Map from Central City, Gilpin County, Colorado. Sanborn Map Company, Aug, 1895. Accessed March 4, 2022. https://www.loc.gov/item/sanborn00972_003/.

Sanborn Fire Insurance Map from Central City, Gilpin County, Colorado. Sanborn Map Company, Dec, 1890. Accessed March 4, 2022. https://www.loc.gov/item/sanborn00972_002/.

Sanborn Fire Insurance Map from Central City, Gilpin County, Colorado. Sanborn Map Company, Nov, 1900. Accessed March 4, 2022. https://www.loc.gov/item/sanborn00972_004/.

Spellman, David D. "From the personal collection of City of Black Hawk Mayor David D. Spellman. Photography by Charles Weitfle."

Spellman, David D. Personal research compiled by City of Black Hawk Mayor.

Stoner, J. J, and Beck & Pauli. *Black Hawk, Colo*. Madison, Wis, 1882. Accessed March 4, 2022. <https://www.loc.gov/item/75693120/>.

USE: Provide a narrative, and architectural plans as appropriate describing the current and intended future use of the site/structure(s), as well as detailed restoration plans. Plans should discuss needed building renovations and restoration, if applicable, as well as defined maintenance and upkeep intentions.

1. Designate the structure as a local landmark to preserve the industrial and economic qualities of Black Hawk's mining heritage. The historic resource provides tourists with knowledge on the identity and development of historic mining communities.

ATTACH ADDITIONAL INFORMATION AS NEEDED TO COMPLY WITH THE APPLICATION

OWNER CERTIFICATION: I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate and that consent of those persons, without whose consent the requested action cannot lawfully be accomplished, has been granted. In addition, permission is hereby granted to the City of Black Hawk staff to physically inspect the subject property and take photographs as necessary for preparation of the case.

In making this application, I further certify that I have read and understand the requirements of Sections 16-425 of the Black Hawk Municipal Code pertaining to the criteria for designation.

I acknowledge that the benefits of local historic designation primarily include the recognition by the community and individual owners of our historic heritage, the informational and educational resources of the Historic Preservation Commission, and participation in the preservation of Black Hawk's rich past.

Signature: _____ Date: _____
Stephen N. Cole, City Manager

Signature: _____ Date: _____

Do not write below this line.

Planning Director Approval: _____ Cynthia L. Linker	Date: _____	
HPC Chairman Approval: _____ Lynnette Hailey	Date: _____	
City Manager Approval: _____ Stephen N. Cole	Date: _____	
City Council Approval: _____ Mayor David D. Spellman	Date: _____	

Continuation Sheets

Summary

The Bobtail Tramway Portal is significant under Black Hawk's "Criteria for Designation" **F, J, M, and N**. Under **Criterion F**, the Bobtail Tramway Portal and its function reflects the built environment of Black Hawk during the nineteenth century and the mining origins of the community. Under **Criterion J**, the Bobtail Tramway Portal represents the industrial origins and economic advancement that define Black Hawk's heritage and cultural identity. Under **Criterion M**, the structure serves as a notable local landmark that illustrates Black Hawk's economic and cultural origins. Lastly, under **Criterion N**, the structure is a prominent visual and accessible landmark within the community that emphasizes its historic function.

Elaboration

Rogers Tramway

In the 1880s, the Bobtail Mining Company had the largest and most complete ore processing mill in Colorado. Known as a quartz stamp mill, it had 125 stamps that pulverized gold-bearing quartz rock, known as ore, from the Bobtail Mine, located directly across Gregory Street from this sign.

The Bobtail Mill was located down Gregory Street adjacent to North Clear Creek. The cost of hauling ore by wagon from the mine to the mill was relatively high, therefore in late 1880, the mining company's superintendent Andrew Rogers devised an ore car tramway to reduce these costs.

Leading from the Bobtail tunnel's portal and crossing Gregory Street, the tramway went behind the buildings paralleling Gregory Street's north side until it reached a transfer building on Church Street. At the transfer building, ore was dumped down a chute from one set of ore cars to another that would then travel through a tunnel under Church Street and onto the mill.

Bobtail Mining Company employees used horses to operate the tramway instead of hiring teamsters and their wagons. Within the first year, the cost savings of tramping ore rather than teaming paid for building the tramway.

Today, if you stand at the intersection of Gregory and Selak Streets, adjacent to the Black Hawk City Hall, and look up toward Church Street, you will see the portal that ore cars once traveled through on their way to the mill.

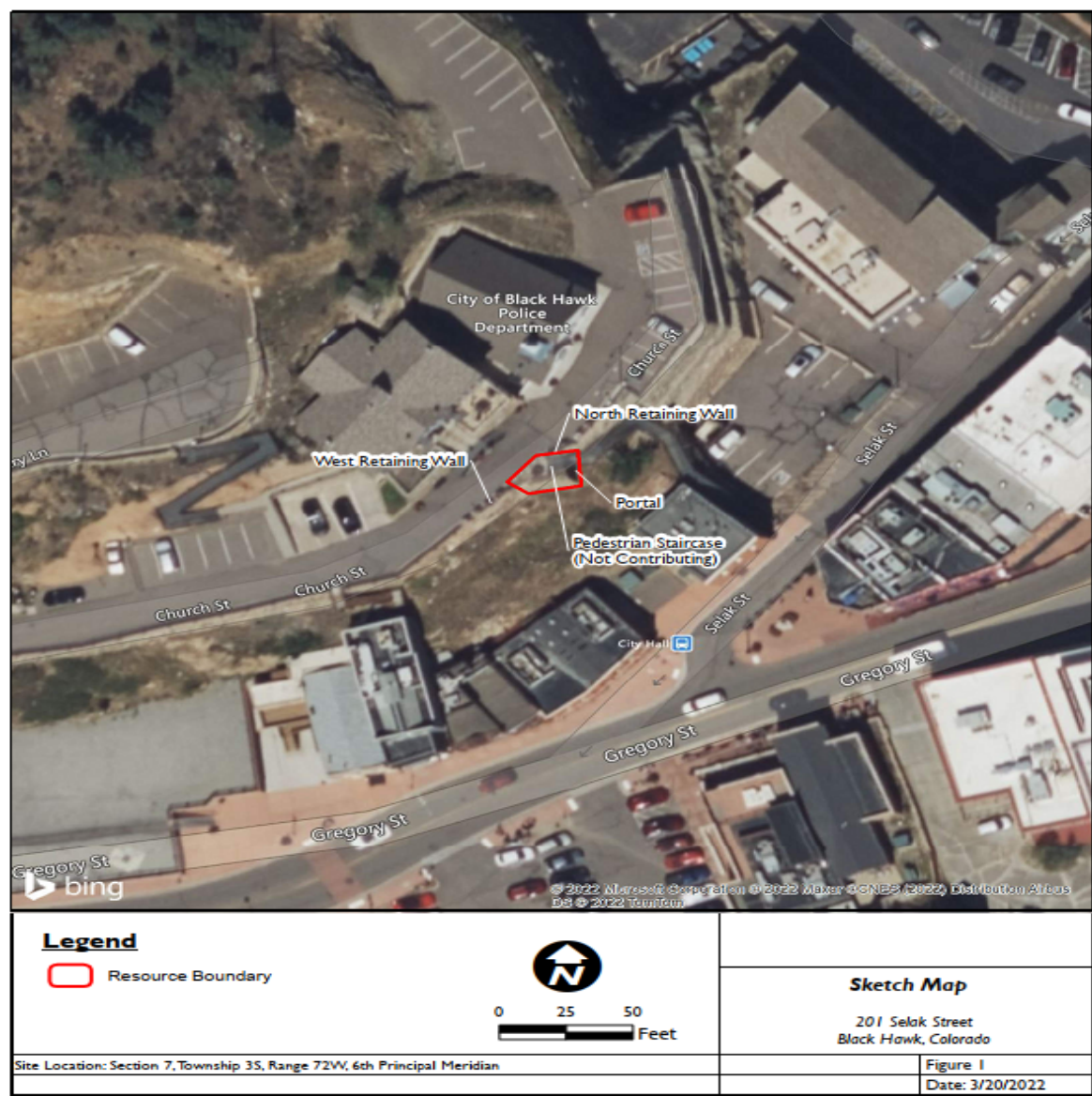
Colvin Tramway

Two decades later, a new owner of the Bobtail Mine, the Boston & Denver Mining & Milling Company, devised an even more sophisticated tramway. Instead of the tramway paralleling Gregory Street, Clarence K. Colvin, the company's General Manager, came up with a plan to tunnel 1,100 feet through Bates Hill to tram ore to the mill.

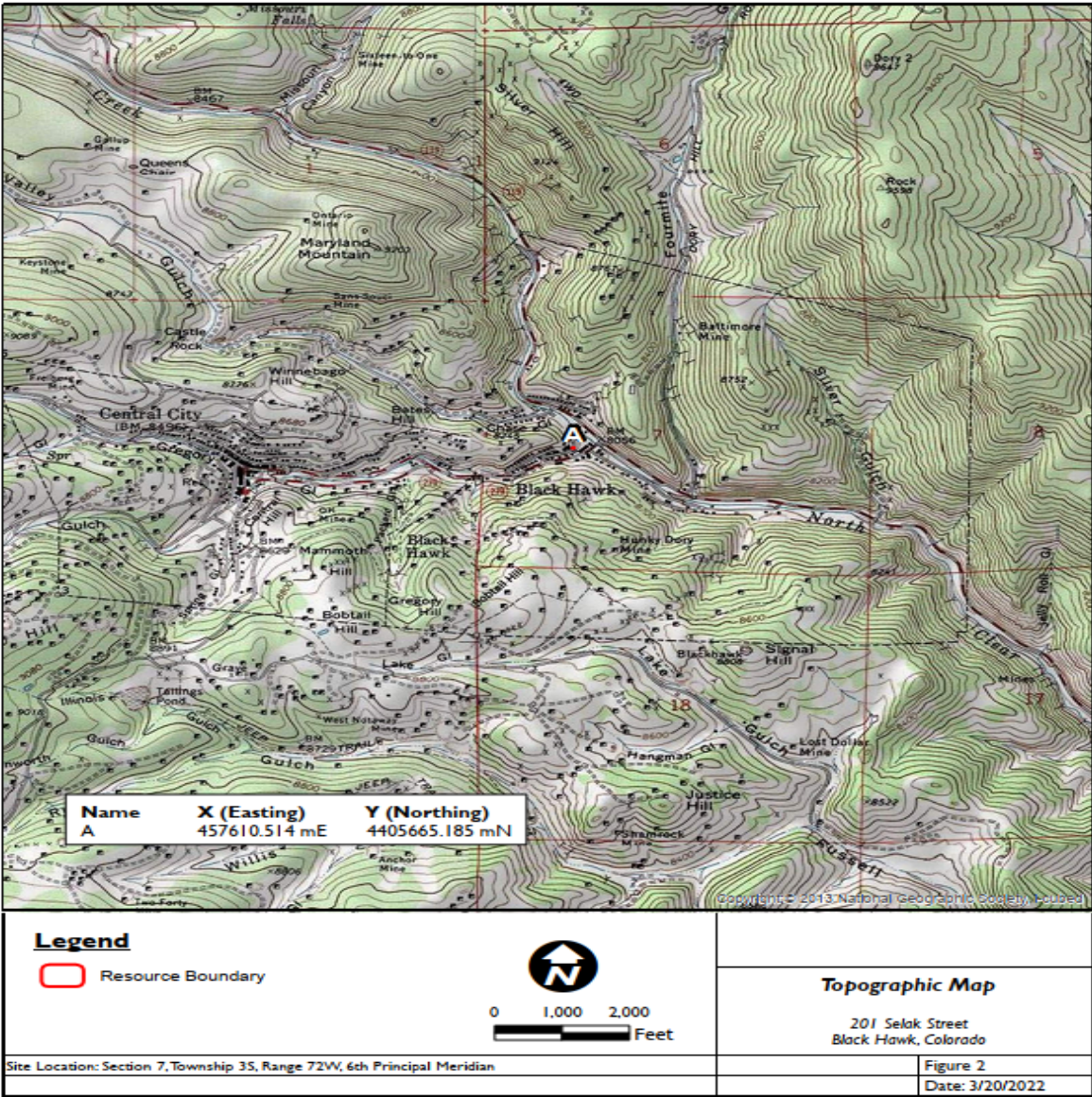
Tunnel work started in late November of 1899 and was completed by late May of 1900—taking only six months to drill and blast through solid rock.

A gasoline-powered locomotive was initially employed to pull ore cars through the tramway tunnel. This technique was not satisfactory, and horses were used instead for a short period until the company acquired an electric locomotive from the Jeffrey Manufacturing Company. Overhead electrified trolley wire was used to power the locomotive to deliver ore from the mine to the mill.

Sketch Map – Attachment A



Topographic Map – Attachment B



Site Photographs – Attachment C



Photo Number: 1

Description: The Bobtail Tramway Portal, retaining walls, and iron gate below Church Street. Note the pedestrian staircase (not contributing) above the portal. Date: 03/15/2022

View: West



Photo Number: 2

Description: The Bobtail Tramway Portal and pedestrian staircase (not contributing) from an elevated view. Date: 03/15/2022

View: Southwest



Photo Number: 3

Description: Portal structure, retaining walls, iron gate, and pedestrian staircase (not contributing) from a lower position. Date: 03/15/2022

View: Northwest



Photo Number: 4

Description: Close up of Bobtail Tramway Portal, archway, and iron gate. Date: 03/15/2022

View: West



Photo Number: 5

Description: Inside of the Bobtail Tramway Portal. Note that the portal has been blocked off by wood beams and spray foam insulation. Date: 03/15/2022

View: West

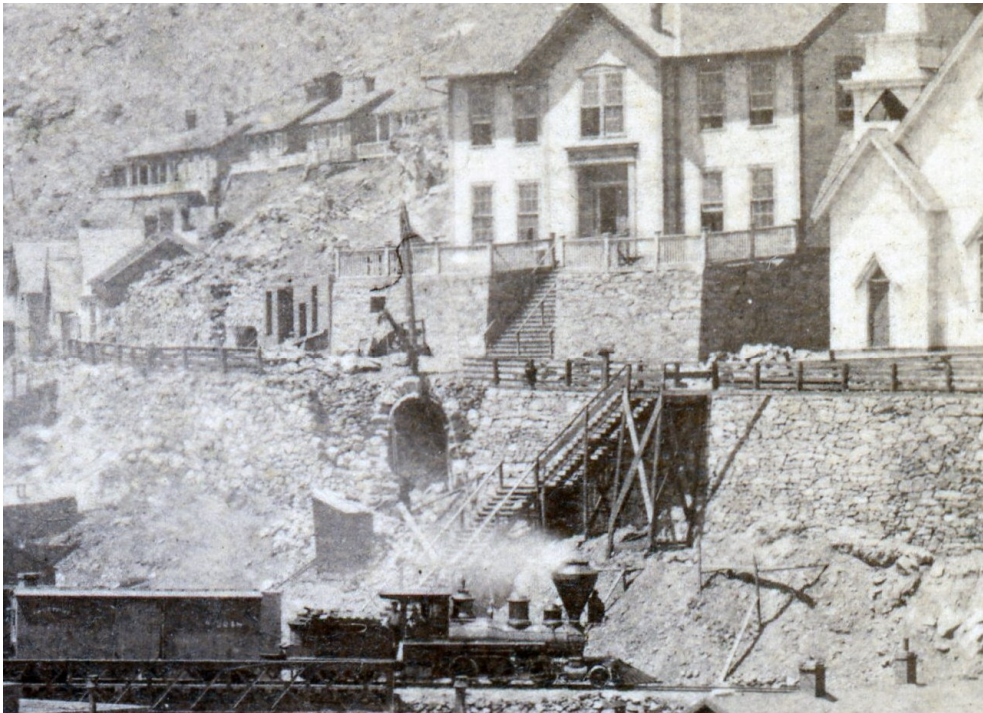


Historic Image: 1

Description: Before construction of the Bobtail Tramway Portal. Circa 1878.

Source: From the personal collection of City of Black Hawk Mayor David D. Spellman. Photography by Charles Weitfle.

Note: Not for publication



Historic Image: 2

Description: Bobtail Tramway Portal and ore bins under construction. Circa 1880.

Source From the personal collection of City of Black Hawk Mayor David D. Spellman. Photography by Charles Weitfle.

Note: Not for publication



Historic Image: 3

Description: Bobtail Tramway Portal and ore bins after completion. Circa 1880.

Source: From the personal collection of City of Black Hawk Mayor David D. Spellman. Photography by Charles Weitfle.

Note: Not for publication



Historic Image: 4

Description: Bobtail Tramway Portal and ore bins from a Black Hawk perspective map. Drawn by JJ Stoner and Beck & Pauli. Circa 1882.

Source: Library of Congress.



Historic Image: 5

Description: Bobtail Tramway Portal and covered tramway. Circa 1880.

Source: Gilpin Historic Society

Note: Not for publication



Historic Image: 6

Description: Bobtail Tramway Portal. Note the removal of the ore bins to the left of the public school and the reorientation of the pedestrian staircase (not contributing) to its current setting above the portal. Circa 1900.

Source: Gilpin Historic Society

Note: Not for publication

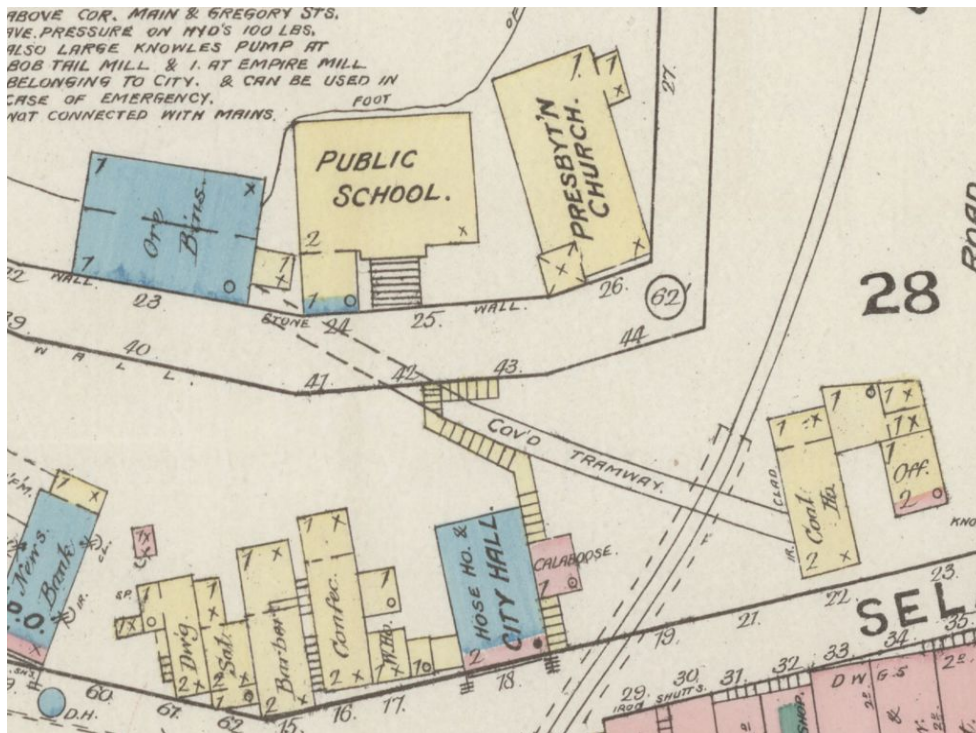


Historic Image: 7

Description: Postcard photo of Black Hawk. Note the removal of the railroad track and covered tramway from the portal to the mill. Circa 1940.

Source: HipPostcard

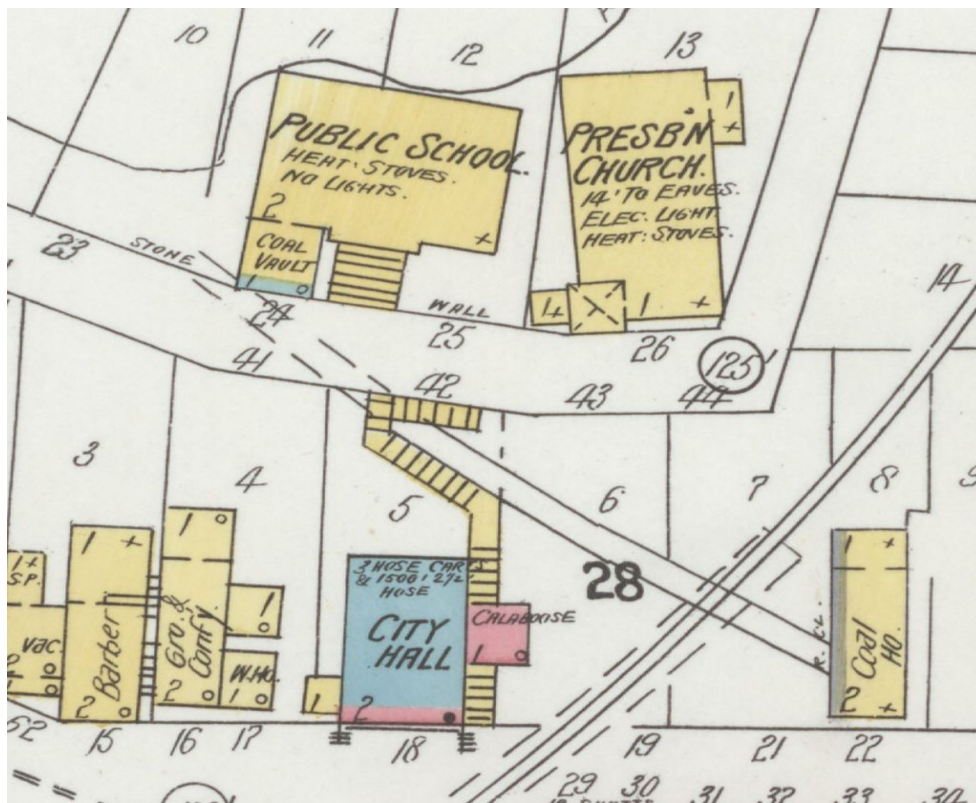
Note: Not for publication.



Historic Map: 1

Description: Sanborn Fire Insurance Map with Bobtail Tramway Portal, tramway, and ore bins. Date: August 1886.

Source: Library of Congress



Historic Map: 2

Description: Sanborn Fire Insurance Map with Bobtail Tramway Portal and tramway. Note the location of the ore bins are omitted. Date: November 1900.

Source: Library of Congress

Ordinance – Attachment D

**Bobtail Tunnel Company
Horse Drawn Tramway and
Portal Crossing Under Church Street**

**Research Compiled by
Mayor David D. Spellman**

October 10, 1878

Black Hawk City Council Ordinance

SPECIAL PRIVILEGES

AN ORDINANCE

GRANTING RIGHT OF WAY TO THE BOBTAIL TUNNEL COMPANY, THROUGH AND ACROSS CERTAIN STREETS IN THIS CITY, FOR THE PURPOSE OF OPERATING A TRAMWAY THEREON.

Be it Ordained by the City Council of the City of Black Hawk:

SECTION 1. That a right of way be and the same is hereby granted to the Bobtail Tunnel Company to build and operate a tram railway commencing at a point near the mouth of the Bobtail tunnel, from thence connecting with a point on line between the corporate limits of Black Hawk and Central, crossing Gregory street, and thence along High street from its intersection with Gregory street to its termination with Church street, with a crossing over or under Church street at such point as may be necessary or required by said company in making its connection with the Colorado Central Railroad Company's track

SEC. 2. The said tram railway shall be operated by horse power only, and be of two feet gauge and shall be built so as to conform with the grades of said streets, and in such a manner as to meet with the approval of the committee on streets and alleys.

SEC. 3. The right to operate said tram railway shall continue for the period of twenty years and shall at all times be subject to such reasonable rules, regulations and ordinances as may be adopted by the City Council.

Passed October 10, 1878.

**COUNCIL BILL 17
ORDINANCE 2022-17
AN ORDINANCE STATING
THE INTENT OF THE CITY OF
BLACK HAWK TO ACQUIRE
CERTAIN PROPERTY FOR
OPEN SPACE AND
RECREATIONAL PURPOSES
WITHIN THE MEANING OF
C.R.S. § 38-6-101, C.R.S. § 31-25-
201, ARTICLE XX, § 1 OF THE
COLORADO CONSTITUTION,
AND ARTICLE 8, SECTION 4
OF THE CITY OF BLACK
HAWK HOME RULE
CHARTER**

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

COUNCIL BILL NUMBER: CB17

ORDINANCE NUMBER: 2022-17

TITLE: AN ORDINANCE STATING THE INTENT OF THE CITY OF BLACK HAWK TO ACQUIRE CERTAIN PROPERTY FOR OPEN SPACE AND RECREATIONAL PURPOSES WITHIN THE MEANING OF C.R.S. § 38-6-101, C.R.S. § 31-25-201, ARTICLE XX, § 1 OF THE COLORADO CONSTITUTION, AND ARTICLE 8, SECTION 4 OF THE CITY OF BLACK HAWK HOME RULE CHARTER

WHEREAS, the City of Black Hawk, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter, as well as C.R.S. § 38-1-101, *et seq.*, C.R.S. § 38-6-101, *et seq.*, and C.R.S. § 31-25-201; and

WHEREAS, the City of Black Hawk wishes to acquire the property more particularly described in **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by this reference (the "Subject Property"), said property to be acquired for open space and recreational purposes within the meaning of Article XX, § 1 of the Colorado Constitution, Article 8, Section 4 of the City of Black Hawk Home Rule Charter, and C.R.S. § 31-25-201.

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

Section 1. Notice is hereby given that the City of Black Hawk, Colorado, intends to acquire the Subject Property.

Section 2. The acquisition of the Subject Property serves the public purposes of providing open space and a further public recreational purpose of a recreational trail system, and is necessary and essential to the City's ability to provide such facilities for the City within the meaning of C.R.S. § 38-6-101, and C.R.S. § 31-25-201. Said purposes are specifically authorized as set forth above and pursuant to Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter.

Section 3. The City further finds and determines as follows:

- A. The City of Black Hawk finds that consistent with its home rule eminent domain authority, that the purpose of providing open space and the recreational trail purpose for which the Subject Property is sought constitutes a valid public purpose within the meaning of Article XX, § 1 of the Colorado Constitution, C.R.S. § 38-6-101, and C.R.S. § 31-25-201; and

- B. That it is necessary and essential that the City acquire the Subject Property for the public purposes set forth herein.

Section 4. The staff of the City is directed to comply with all requirements of applicable law in the conduct of the within authorized eminent domain action.

Section 5. In the prosecution of the within authorized eminent domain action, the City shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the City of Black Hawk Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. 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 7. 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 8. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED, AND ORDERED POSTED this 10th day of August, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

DESCRIPTION:

A PORTION OF THE FREEDOM M.S. 640 LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING A FOUND 3-1/4" DIAMETER BRASS CAP, STAMPED BLM 1970, WHENCE THE NORTHWEST CORNER OF SAID SECTION 7, BEING A FOUND 2-1/2" DIAMETER BRASS CAP, STAMPED GLO 1927 IS ASSUMED TO BEAR NORTH 00°04'52" EAST A DISTANCE OF 2579.47 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 81°01'31" WEST A DISTANCE OF 1846.06 FEET TO THE INTERSECTION WITH LINE 5-6 OF SAID FREEDOM M.S. 640 AND LINE 1-6 OF CITY OF CENTRAL SURVEY NO. 261 AND THE POINT OF BEGINNING;

THENCE NORTH 78°13'25" WEST ON LINE 1-6 OF SAID CITY OF CENTRAL SURVEY NO. 261 A DISTANCE OF 179.21 FEET TO LINE 3-4 OF SAID FREEDOM M.S. 640;

THENCE NORTH 44°57'00" EAST ON SAID LINE 3-4 A DISTANCE OF 319.34 FEET TO CORNER 4 OF SAID FREEDOM M.S. 640;

THENCE SOUTH 52°42'00" EAST ON LINE 4-5 OF SAID FREEDOM M.S. 640 A DISTANCE OF 151.35 FEET TO CORNER 5 OF SAID FREEDOM M.S. 640;

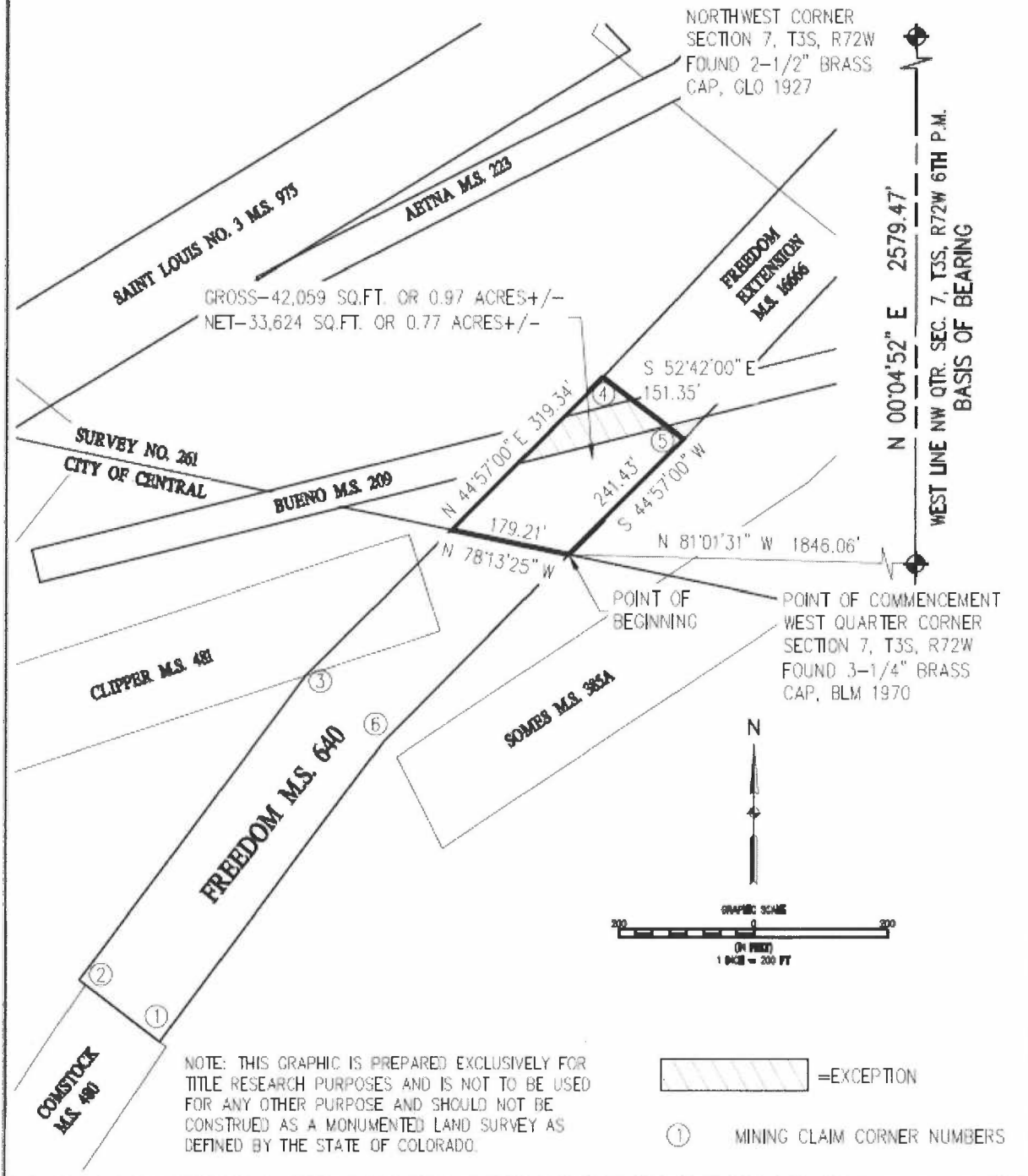
THENCE SOUTH 44°57'00" WEST ON LINE 5-6 OF SAID FREEDOM M.S. 640 A DISTANCE OF 241.43 FEET TO THE POINT OF BEGINNING;


EXCEPTING THEREFROM ANY PORTION OF THE BUENO M.S. 209.

SAID PARCEL CONTAINS A GROSS AREA OF 42,059 SQ. FT. OR 0.97 ACRES AND A NET AREA OF 33,624 SQ. FT. OR 0.77 ACRES MORE OR LESS.

This description is prepared exclusively for Title research purposes and is not to be used for any other purpose and should not be construed as a monumented land survey as defined by the State of Colorado.

EXHIBIT B **A PORTION OF THE FREEDOM LODGE M.S. 640**



 BASELINE Engineering • Planning • Surveying 4007 S LINCOLN AVENUE SUITE 400 • LOVELAND, COLORADO 80502 P. 970.285.2600 • F. 970.285.2601 • www.baselinecorp.com	CITY OF BLACK HAWK		DESIGNED BY	DATE	
	BLACK HAWK	FREEDOM LODGE M.S. 640	CLIPIN	DRAWN BY	DATE
				CHECKED BY	DATE
				APPROVED BY	DATE
				DATE	DATE

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Authorize the intent to acquire a portion of the Freedom Lode Mining Claim, U.S. Mineral Survey No 640 for the purpose of establishing a community trail system.

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

MOTION TO APPROVE Council Bill 17, an Ordinance stating the intent of the City of Black Hawk to acquire certain property for open space and recreational purposes within the meaning of C.R.S. § 38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City intends to expand its current open space and trail system connecting the trails on Maryland Mountain to a new trailhead located at the Briggs lot. A planned, new trail will cross the lower portion of the Freedom Lode Mining Claim, U.S. Mineral Survey 640, connecting Maryland Mountain with the Briggs lot. The City intends to purchase .77 acres from the owners for the trail. Staff will offer \$25,000 for the property and negotiate with the owners as appropriate; however, if an agreement cannot be reached, staff will proceed with obtaining the property through eminent domain. This Ordinance is necessary to give staff authorization to proceed with property acquisition.

AGENDA DATE: August 10, 2022

WORKSHOP DATE: August 10, 2022

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Stephen Cole

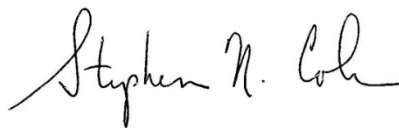
DOCUMENTS ATTACHED: Property Description and Survey Map

RECORD: []Yes [X]No

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

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

SUBMITTED BY:



Stephen N. Cole, City Manager

**LOCAL LIQUOR
LICENSING AUTHORITY
CONSIDERATION OF A
SPECIAL EVENT LIQUOR
PERMIT FOR GILPIN
COUNTY HISTORICAL
SOCIETY - TENTATIVE**

**RECEIVED****JUL 06 2022****City of Black Hawk
Clerk's Office****SPECIAL EVENT APPLICATION FORM****City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
303-582-2221****MUST BE RECEIVED AT LEAST 30 DAYS PRIOR TO THE EVENT**

Please refer to Black Hawk Municipal Code, Chapter 6, Sec. 6-331 for Special Event Permit information. The City of Black Hawk Municipal Code is available at www.cityofblackhawk.org.

Applicant: GILPIN COUNTY HISTORICAL SOCIETYAddress: PO BOX 247, CENTRAL CITY, CO 80427Contact Person: JIM CRAWFORD Phone: 720-891-6407Email: JIMCRAWFORD@HOTMAIL.COMEmergency Contact: DEB WRAY Phone: 303-503-8658Name of Event: BEER TASTINGType of Event: PRESENTATION ON BEER MAKING Promotional Event? ☐ YES ☒ NOEvent Location: 231 CHASE ST, BLACK HAWK, CO 80422Brief Description of Event: PRESENTATION ON BEER MAKING WITH TASTINGSEvent Date(s): SEPT 17, 2022Hours of Event: 1 PM UNTIL 4 PM

Events may take place between the hours of 8 a.m. and 10 p.m., unless otherwise approved by City Council.

ADDITIONAL INFORMATION REQUIRED FOR THIS REQUEST:

1. A site plan showing the location of the Special Event. Plan must be drawn with detail and clarity (preferably to scale) to demonstrate where everything will be, effects the activity will have on public or private property, and whether additional services will be requested from the City, such as Public Works personnel, or Police Officers. See attached checklist.
2. A description of what methods will be used to maintain public safety and security during the event. Provide a traffic control plan for any activity adjacent to City right-of-way. Also include location of all fire extinguishers, electrical power, barriers, etc. where applicable. All event sponsors are responsible for the safety of event attendees and the security of all event-related property. Event sponsors should be prepared to discuss their means of event security, including the size of the staff and whether overnight security will be necessary or not. If the event requires law enforcement services or emergency medical services from the City beyond routine patrol, event sponsors must meet with City staff to discuss.

ADDITIONAL DECLARATIONS:

1. Will vendors be selling food and/or beverages at the event? ☐ YES ☒ NO
2. Do you want to sell or provide alcoholic beverages at the event? ☒ YES ☐ NO
3. Will you need to amplify any sound at the event (music, voices, etc.)? ☐ YES ☒ NO

FEE SCHEDULE:

First Day \$50
Each Additional Day \$30

MAKE CHECK PAYABLE TO:

City of Black Hawk
PO Box 68
Black Hawk, CO 80422
ATTN: City Clerk

I hereby certify that the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the requirements of this application.

James Crawford
Applicant Signature

7/7/2022
Date

FOR OFFICE USE ONLY

☒ Paid Amount: Ø - waived *Non-Profit* Check # or CC conf# _____ By: _____ Date: _____

☐ City Services Required: ☐ Police ☐ Fire ☐ Public Works

Police Chief Date

CP & D Administrator Date

Fire Chief Date

Public Works Director Date

APPLICATION: ☐ Approved ☐ Denied – If denied, state reason why:

CONDITIONS OF APPROVAL (use additional sheet, if necessary):

City Clerk's Office Signature: _____ Date: _____

Application for a Special Events Permit

Departmental Use Only

RECEIVED

JUL 06 2022

City of Black Hawk
Clark's Office

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☒ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

GILPIN COUNTY HISTORICAL SOCIETY

State Sales Tax Number (Required)

0035182-30000

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)

PO BOX 247
CENTRAL CITY, CO 80422

3. Address of Place to Have Special Event (include street, city/town and ZIP)

STROEHLE HOUSE
231 CHASE ST
BLACK HAWK, CO 80422

4. Authorized Representative of Qualifying Organization or Political Candidate

JAMES C CRAWFORD, PRESIDENT

Date of Birth

Phone Number

[REDACTED] 720-891-6407

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

273 E. DORY DR., BLACK HAWK, CO 80422

5. Event Manager

JAMES C CRAWFORD

Date of Birth

Phone Number

[REDACTED] 720-891-6407

Event Manager Home Address (Street, City, State, ZIP)

273 E DORY DR., BLACK HAWK, CO 80422

Email Address of Event Manager

JIMCRAWFORD@HOTMAIL.COM

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date Hours From To .m. .m.	Date Hours From To .m. .m.	Date Hours From To .m. .m.	Date Hours From To .m. .m.	Date Hours From To .m. .m.
9/17/22 1 p.m. 4 p.m.				

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature

Title

Date

[Signature]

PRESIDENT

7/5/22

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

- ☒ City
☐ County

Telephone Number of City/County Clerk

303-582-2221

Signature

Title

Date

[Signature]

Deputy City Clerk

7/6/22

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

(235 CHASE ST)

20' X 30'
EVENT AREA
2- 6' TABLES
30 CHAIRS
OUTSIDE EVENT
BATHROOM IN HOUSE
NO TENTS, MAY HAVE
10 X 10 CANOPY
TICKET SALES CAPPED AT 26
ADVANCE SALES ONLY

ON STREET PARKING

CHASE ST.

TO 119

231 CHASE ST
STRETHEL HOUSE

(221 CHASE ST)

GILPIN COUNTY HISTORICAL SOCIETY
PARKING AREA
12 CAR CAPACITY (APPROX)

PUBLIC PARKING ON 119 MAY BE USED IF
ADDITIONAL SPACE IS NEEDED (ONLY A CANOPY)
PARKING WILL BE MANAGED BY VOLUNTEER

(220 CHASE ST)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GILPIN COUNTY HISTORICAL SOCIETY

is a

Nonprofit Corporation

formed or registered on 05/05/1969 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871208581 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/01/2022 that have been posted, and by documents delivered to this office electronically through 07/05/2022 @ 11:08:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/05/2022 @ 11:08:17 in accordance with applicable law. This certificate is assigned Confirmation Number 14138412 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Gilpin County
State Documentary Fee
\$ 0

50 of 77

Exhibit A

STROEHLE HOUSE AGREEMENT

THIS STROEHLE HOUSE AGREEMENT is made and entered into the 14th day of April, 2008, by and between THE ESTATE OF BILLIE JEAN STROEHLE SMITH, acting through Nanette M. Page-Stevens, Personal Representative (the "Smith Estate") and the GILPIN COUNTY HISTORICAL SOCIETY ("GCHS").

RECITALS

A. Billie Jean Stroehle Smith passed away on February 26, 2007. Her husband, Marvin Burley Smith, had predeceased her.

B. Pursuant to the Last Will and Testament of Billie Jean Stroehle Smith (the "Will"), Nanette M. Page-Stevens was appointed as Personal Representative of the Smith Estate by Letters issued by the Jefferson County District Court in Case No. 07PR284 on March 21, 2007.

C. The Will provides, inter alia:

I give my residuary estate as follows: the house and land described as Lots 4 and 5, Block 14, and Mill Site 48 in Black Hawk to the Gilpin County Historical Society to be maintained as 'The Stroehle House', provided that the Historical Society enters into an agreement to maintain the house (and associated antique furniture) as an historic property to the satisfaction of my personal representative in his or her discretion. If this condition is not satisfied, this bequest shall be null and void.

D. GCHS has determined that it desires to own and maintain the Stroehle House as an historic property.

E. The Stroehle House is located within Black Hawk's Historic Residential Zoning District. As such, Black Hawk has determined that without rezoning the Stroehle House cannot be utilized as a residential museum, but that it can be maintained as a historic residence with a caretaker and can serve as a venue for hosting certain social events to be sponsored by the GCHS. A copy of Black Hawk's letter in this regard is attached hereto and incorporated herein as Exhibit A.

F. This Agreement is entered into between the Smith Estate and the GCHS as the Agreement contemplated by the above quoted provision in the Will.

NOW, THEREFORE, for and in consideration of the above Recitals, the conveyance of the Stroehle House from the Smith Estate to GCHS and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Conveyance of the Stroehle House to GCHS. Upon execution of this Agreement, the Smith Estate shall convey the Stroehle House and associated real property to GCHS by a

04/25/2008 01:06 PM
JESSICA LOVINGER GILPIN COUNTY, CO
RECEIVED #8187 PAGE 5 OF 5
302 PERS. REP. 5 DEED NOTIFIED: 26 APR 2008 Doc Fee: 0.00
135271





Personal Representative's Deed. The legal description of the property to be conveyed is as follows:

Lots 4 and 5, Block 14, City of Black Hawk, and Mill Site 48, City of Black Hawk, excepting those portions of Mill Site 48 described in Deeds recorded at Reception Nos. 73823 and 123367, Gilpin County, Colorado.

(the "Property"). The Stroehle House is situate on Lots 4 and 5 and has an address of 231 Chase Street, Black Hawk, Colorado. The portion of Mill Site 48 included within the Property is vacant land and, as it relates to the Property as a whole, is intended to be utilized as an area for parking of cars visiting the Stroehle House.

2. Conveyance Without Warranty. The conveyance from the Smith Estate to GCHS is made without any warranties or representations whatsoever from the Smith Estate to GCHS. To the extent that GCHS desires to obtain title insurance with respect to this conveyance, GCHS shall do so at its own expense. The Smith Estate has obtained a survey of the Property performed by John C. Barickman, dated August 21, 2007. The Smith Estate has provided a copy of said survey to GCHS. Of particular note, the survey indicates that there are improvements which encroach onto the Property from adjacent properties and from the Property onto adjacent properties.

3. GCHS Use of the Property and the Stroehle House. GCHS represents, covenants and agrees that it shall maintain ownership of the Stroehle House as an asset of GCHS and that it will not sell or convey the Property, or any part thereof, to any third person, except as set forth in this Agreement. GCHS further represents, covenants and agrees that, for a minimum of twenty (20) years from the date of conveyance to GCHS, GCHS will maintain the Stroehle House as a historic residence within Black Hawk, that it will retain the list of furnishings attached hereto and incorporated herein as Exhibit B, in the Stroehle House, and that it will host a minimum of three (3) social functions per year at the Stroehle House so that visitors have an opportunity to tour the house and to promote the activities and functions of GCHS. GCHS may allow a residential caretaker to reside at the Stroehle House on terms and conditions to be determined by GCHS, in its discretion, and GCHS shall be entitled to retain any rental revenue obtained from the residential caretaker of the Stroehle House, provided that GCHS complies with the other use conditions set forth in this paragraph.

4. Inability or Failure to Use and Maintain the Stroehle House as an Historic Residence. The residuary beneficiary of the Smith Estate is The Marvin and Billie Jean Smith Honors Scholarship of Texas Tech Foundation, Inc. ("Texas Tech"). In the event GCHS determines, in its discretion, during the first twenty (20) years after the date of conveyance to GCHS, that it can no longer own and operate the Property and the Stroehle House as an historic residence in conformity with the use requirements of paragraph 3, above, due to financial issues, staffing issues, dissolution of GCHS, inability to use the Property for the intended purposes due to zoning or other land use restrictions, or for any other reason, GCHS shall convey the Property to Texas Tech. The agreement of GCHS to use the Property as a historic residence in the fashion described in paragraph 3, above, shall be a covenant running with the land, for a period



of twenty (20) years from the date of conveyance to GCHS, which shall be enforceable by Texas Tech, as the residuary beneficiary of the Smith Estate and a third party beneficiary of this Agreement. It is the intent of this provision that in the event the Property is not owned, maintained, and used as an historic residence, as described herein, for a minimum twenty (20) years from the date of conveyance to GCHS, of Texas Tech will be entitled to ownership of the Property and to any proceeds from the disposition of the Property. However, in any event, the furnishings described in Exhibit B shall remain the property of GCHS.

5. Limited Conveyances. GCHS shall be entitled to grant easements to the City of Black Hawk and utility providers as may be reasonably necessary for public purposes on the Property, in GCHS's discretion, and retain any compensation paid therefore and shall be further entitled to make any conveyances of the Property, if necessary, in the discretion of GCS, to resolve boundary disputes or conflicts pertaining to the Property.

6. Recordation. This Agreement shall be recorded simultaneously with the Deed conveying the Property from the Smith Estate to GCHS and the provisions of this Agreement shall constitute covenants running with the Property for the benefit of the Smith Estate and Texas Tech.

7. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates set forth below.

THE ESTATE OF BILLIE JEAN STROEHLE
SMITH

BY:
Nanette M. Page-Stevens,
Personal Representative

GILPIN COUNTY HISTORICAL SOCIETY

BY:



STATE OF COLORADO)
)
COUNTY OF) SS.

19th The above and foregoing Stroehle House Agreement was acknowledged before me this day of April, 2008, by Nanette M. Page-Stevens, Personal Representative of the Estate of Billie Jean Stroehle Smith.

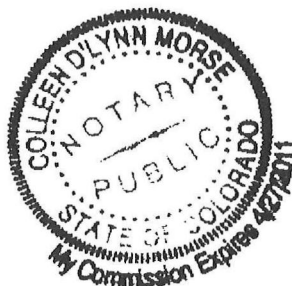
My commission expires:

Jessica Lovingier
Notary Public

STATE OF COLORADO)
)
COUNTY OF GILPIN) SS.

19th The Above and foregoing Stroehle House Agreement was acknowledged before me this day of April, 2008, by Linda Loree as President of the Gilpin County Historical Society.

My commission expires: 9/27/2011



Colleen Dlynn Mors
Notary Public

RESOLUTION 52-2022
A RESOLUTION
APPROVING A
PROFESSIONAL
SERVICES AGREEMENT
WITH BRUCE MICHALAK
AS THE HISTORIC
RESTORATION AND
PRESERVATION
PROGRAM ADVOCATE IN
THE AMOUNT NOT TO
EXCEED \$50,000.00

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

Resolution No. 52-2022

TITLE: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BRUCE MICHALAK AS THE HISTORIC RESTORATION AND PRESERVATION PROGRAM ADVOCATE IN THE AMOUNT NOT TO EXCEED \$50,000.00

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 Professional Services Agreement with Bruce Michalak as the Historic Restoration and Preservation Program Advocate in the amount not to exceed Thirty-Four Thousand, Five Hundred Fifty-Five Dollars (\$50,000.00), and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 10th day of August, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution approving a Professional Services Agreement between the City of Black Hawk and Bruce Michalak as the Historic Restoration and Preservation Program Advocate.

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

MOTION TO APPROVE RESOLUTION NO. 52-2022 - A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BRUCE MICHALAK AS THE HISTORIC RESTORATION AND PRESERVATION PROGRAM ADVOCATE IN THE AMOUNT NOT TO EXCEED \$50,000.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Community Planning and Development use professional services to supplement City staff time, provide an independent perspective, ensure credibility, and serve as a technical advisor to the department. The Professional Services Agreement for the Historic Restoration and Preservation Program Advocate, is a budgeted item, with an amount not to exceed Fifty Thousand Dollars (\$50,000) without prior written approval and completed according to the Scope of Work and Schedule of Values. Effective dates for this agreement are July 14, 2022, through January 11, 2023.

AGENDA DATE: August 10, 2022

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

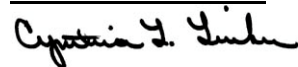
DOCUMENTS ATTACHED: Resolution 52-2022
Professional Services Agreement

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

CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES CITY ADVOCATE (OWNERS REPRESENTATIVE) HISTORIC RESTORATION AND COMMUNITY PRESERVATION PROGRAM

AUGUST 10, 2022

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **10th day of August 2022** by and between the **City of Black Hawk**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **Bruce Michalak** (hereinafter referred to as "Contractor").

RECITALS:

A. The City **requires miscellaneous on-call consulting services for a Historic Restoration and Community Preservation Program Advocate (Advocate). The successful candidate acts on behalf of the City and the Property Owner to ensure the Residential Preservation and Rehabilitation Project(s) meet or exceed the quality control standards set by the City and outlined in the approved construction drawings and specifications** (hereinafter referred to as the "Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth that the Contractor shall provide to the City **on-call consulting services for a Historic Restoration and Community Preservation Program Advocate (Advocate), as described in Exhibit A.**

I. SCOPE OF SERVICES

Contractor shall complete the scope of services described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. **Compensation shall not exceed amounts as described in Exhibit A-1 for the work described in Exhibit A. Special Projects require prior approval with Bruce Michalak providing a quote based on the attached schedule of charges in Exhibit A-1.** Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon July 14, 2022. This Agreement shall be completed by January 11, 2023.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. **Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.**

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. **The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City.**

The completed certificate of insurance shall be sent to:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk**

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker
Community Planning & Development Director**

The Contractor:

**Bruce Michalak
Historic Restoration and Community Preservation Program Advocate
2462 CR 21
Fort Lupton, CO 80621
Email: bruce2462@yahoo.com
Telephone: 720.635.7456**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

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

Bruce Michalak
Historic Restoration and Community Preservation Program Advocate

By: _____
Bruce Michalak

Date: _____

THIS PAGE NOT APPLICABLE

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH WORKERS WITHOUT AUTHORIZATION

**FROM: Bruce Michalak
Historic Restoration and Community Preservation Program Advocate**

**TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068**

**Project Name: On-Call Consulting Services for Historic Restoration and Community Preservation
Program Advocate.**

Bid Number: N/A Project Number: N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with Workers Without Authorization who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Prospective Contractor: Bruce Michalak

**Bruce Michalak
Historic Restoration and Community Preservation Program Advocate**

**By: _____
Bruce Michalak**

Date: _____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:



I, **Bruce Michalak**, am a sole proprietor doing business as the **City of Black Hawk Historic Restoration and Community Preservation Program Advocate**. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR



I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.



I, **Bruce Michalak**, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- ***A valid Colorado Driver's license or a Colorado identification card***
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the Contractor's citizenship/lawful presence and identity.*

OR



I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Bruce Michalak

Signature

Date

THIS PAGE NOT APPLICABLE

DEPARTMENT PROGRAM AFFIDAVIT

**(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)**

I, **Bruce Michalak**, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Agreement.

Bruce Michalak
Historic Restoration and Community Preservation Program Advocate

By: _____
Bruce Michalak

Date: _____

ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT A

SCOPE OF SERVICES - 2022

The City of Black Hawk (City) requires a Historic Restoration and Community Preservation Program Advocate (Advocate). The successful candidate acts on behalf of the City and the Property Owner to ensure the Residential Preservation and Rehabilitation Project(s) meet or exceed the quality control standards set by the City and outlined in the approved construction drawings and specifications. The Scope of Service includes but may not be limited to the following:

- Listen to and communicate with all parties in an open-minded manner;
- Perform on-site quality control inspection for workmanship, quality of materials, and conformity with approved construction drawings and specifications;
- Identify and document all quality control concerns, issues, and problems;
- Stop all work that does not meet the quality control standards set by the City and outlined in the approved construction drawings and specifications and request corrective measures;
- Make corrective measure recommendations to remedy quality control concerns, issues, and problems;
- Attend weekly progress meetings and planned design team meetings;
- Assist Community Planning & Development with reviewing the contractor pay applications to verify the evidence of work, schedule of values, and lien waivers.

EXHIBIT A-1
SCHEDULE OF CHARGES – 2022

BRUCE MICHALAK
HISTORIC RESTORATION AND COMMUNITY PRESERVATION PROGRAM ADVOCATE

Task	Rate
Field Inspections:	\$120/per hour
• Conducted Monday thru Thursday – 8:00 a.m. to 5:00 p.m.	
Meetings:	\$110/per hour
• In-Person	
• Zoom	
Administrative Work:	\$100/per hour
• Building Consulting/Miscellaneous Services	
➤ Building Plan Review	
➤ Project or Material Specification Review	
➤ Project Schedule Review	
➤ Pay Application Review to Include but not limited to Verification of Work, Schedule of Values, and Lien Waivers	
• Receive or Make Phone Calls	
• Receive or Initiate Emails	
• Generate Letters or Reports	
Travel and Vehicle Maintenance:	
• Door to Door Travel - To and From Black Hawk	\$150/per trip
• Door to Door Travel – Locations Other Than Black Hawk	\$120/per hour

ALL HOURLY RATES ARE CALCULATED AT 15-MINUTE INTERVALS
RATES ARE ALL-INCLUSIVE

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2022

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 JNR Insurance Agency, LLC 21 N 1st Avenue Suite 140 Brighton CO 80601		CONTACT NAME: Rachel Munoz Florido PHONE (A/C, No, Ext): (303) 659-5200 FAX (A/C, No): (303) 496-7200 E-MAIL ADDRESS: rachel@jnrinsuranceagency.com	
INSURED Bruce Michalak 2462 Cty Rd 21 Fort Lupton CO 80621		INSURER(S) AFFORDING COVERAGE INSURER A: HISCOX 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	Y		5210699	07/26/2022	07/26/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				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)

This Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City.

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk 201 Selak St PO Box 68 Black Hawk CO 80422	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2022

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Bruce Michalak 2462 Co Rd 21 Fort Lupton, CO 80621	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10200		

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
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N		UDC-5210699-EO-22	07/26/2022	07/26/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Bruce Michalak

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