



## REGULAR MEETING AGENDA

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

June 22, 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: Justin Quador, Senior Firefighter
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: June 8, 2022
8. PUBLIC HEARINGS:
  - A. CB14, An Ordinance Approving the Intergovernmental Agreement with the Board of County Commissioners of Gilpin County Regarding the Gilpin County Community Center
9. ACTION ITEMS:
  - A. Resolution 44-2022, A Resolution Electing to Opt the City Out From Participation in the State of Colorado Family and Medical Leave Insurance Program
  - B. Resolution 45-2022, A Resolution Amending the Community Restoration and Preservation Program Documents by Adopting the Historic Preservation Program Fund Guide to Programs and Rehabilitation Guide to Programs, Revised June 2022
10. CITY MANAGER REPORT:
11. CITY ATTORNEY REPORT:
12. EXECUTIVE SESSION:

Executive Session 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



Justin Quador  
Senior Firefighter

I am a new firefighter for Black Hawk Fire. I have been in the fire service for 15 years and most recently at Adams County Fire where I worked for 6 years. I have found the City to be a very peaceful place to work and I am enjoying the change of pace. The people have all been very welcoming and enthusiastic.

I grew up in Littleton and graduated from Chatfield High School. I earned my Eagle Scout Award. I played collegiate Baseball at Colorado Christian University, where I earned my Bachelors' degree in Psychology and I have an Associates in Fire Science. I currently live in Parker with my wife Allison, and my daughters Kinsleigh (4) and Kallan (1). My dad retired from Golden Fire as a training Chief and my sister lives in Castle Rock and her husband, who is a hitting coordinator for the Seattle Mariners. I used to volunteer for Thunder Ridge High School as a pitching coach and now I teach private pitching lessons in my spare time. I enjoy the outdoors and going camping and fishing often. I love cooking and traveling. Any activity and time spent with my family is what I live for.



**City of Black Hawk  
City Council**

**June 8, 2022**

**MEETING MINUTES**

New Police Officers T.C. Hough and Sarah McCallum both took turns ringing the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, June 8, 2022 at 3:00 p.m.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, and Torres.  
  
Excused Absence: Alderman Moates.  
  
Staff Present: City Attorney Hoffmann (by phone), City Manager Cole, Police Chief Moriarty, 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 reported there were no agenda changes.
4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.  
  
City Attorney Hoffmann asked the audience if there were any objections to any member of the Council voting on any issue on the agenda this afternoon. There were no objections noted.

5. EMPLOYEE  
INTRODUCTIONS:

T.C. Hough, Police Officer  
Sarah McCallum, Police Officer

Police Chief Moriarty introduced the new employees and provided their various backgrounds. Officer Hough has over 16 years of Law Enforcement experience and is a former Marine. Officer McCallum comes to the City from Wheat Ridge; each was warmly welcomed.

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

7. APPROVAL OF  
MINUTES:

May 25, 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.

8. PUBLIC HEARINGS:

**A. CB13, An Ordinance Approving the Memorandum of Understanding for the 2022 Colorado Department of Agriculture Weed Grant for the Maryland Mountain Herbicide Treatment with the Jefferson County Conservation District**

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester said the Gilpin County Weed Manager contacted him to coordinate efforts and apply for a grant to the Jefferson County Conservation District for spraying weeds at Maryland Mountain. The matching amount of \$8,000.00 would be the same amount the City would spend for their normal weed control and spraying.

PUBLIC HEARING:

Mayor Spellman declared Public Hearings on CB13, an Ordinance approving the Memorandum of Understanding for the 2022 Colorado Department of Agriculture Weed Grant for the Maryland Mountain Herbicide Treatment with the Jefferson County Conservation District open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve CB13, an Ordinance approving the Memorandum of Understanding for the 2022 Colorado Department of Agriculture Weed Grant for the Maryland Mountain Herbicide Treatment with the Jefferson County Conservation District.

**MOTION PASSED**

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

9. ACTION ITEMS:

**A. Resolution 43-2022, A Resolution Approving a Change Order to the Design Services Contract with JVA, Inc. for Design Services for the Hidden Valley Water Treatment Plant in the Amount Not to Exceed \$44,600.00**

Mayor Spellman read the title.

Public Works Director Isbester introduced this item. He said that while working on the design of the second train of the Hidden Valley Water Treatment Plant, it was discovered that an upgrade was needed to the sludge removal equipment area.

**MOTION TO  
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 43-2022, a Resolution approving a Change Order to the Design Services Contract with JVA, Inc. for design services for the Hidden Valley Water Treatment Plant in the amount not to exceed \$44,600.00.

**MOTION PASSED**

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

10. CITY MANAGER  
REPORT:

City Manager Cole had nothing to report.

11. CITY ATTORNEY  
REPORT:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE  
SESSION:

City Attorney Hoffmann recommended item number 5 only for Executive Session regarding negotiations related to City owned property.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:10 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

**MOTION PASSED**

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

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:40 p.m.

**MOTION PASSED**

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

**14. ADJOURNMENT:**

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:40 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

**COUNCIL BILL 14  
ORDINANCE 2022-14  
AN ORDINANCE  
APPROVING THE  
INTERGOVERNMENTAL  
AGREEMENT WITH THE  
BOARD OF COUNTY  
COMMISSIONERS OF  
GILPIN COUNTY  
REGARDING THE GILPIN  
COUNTY COMMUNITY  
CENTER**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB14

ORDINANCE NUMBER: 2022-14

**TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF GILPIN COUNTY REGARDING THE GILPIN COUNTY COMMUNITY CENTER**

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

Section 1. The Intergovernmental Agreement between the City and the Board of County Commissioners of Gilpin County regarding the Gilpin County Community Center, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 22<sup>nd</sup> day of June, 2022.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk



## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

**SUBJECT:** An Intergovernmental Agreement between the City of Black Hawk and the Board of County Commissioners of Gilpin County, memorializing the City's payment of \$25,000 for services provided to Black Hawk residents by the Gilpin County Community Center.

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

**MOTION TO APPROVE** CB14, an Ordinance approving the Intergovernmental Agreement with the Board of County Commissioners of Gilpin County regarding the Gilpin County Community Center.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The County operates a Community Center that serves all residents of Gilpin County. The City of Black Hawk does not have its own Community Center, and Black Hawk residents rely on services provided by the Community Center. The City wishes to enter into an intergovernmental agreement with the County to obtain services from the Gilpin County Community Center on behalf of Black Hawk residents for the remainder of 2022 for a fee of \$25,000. The agreement would automatically renew annually for a fee of \$25,000, subject to annual appropriations. Funding would cover the cost of memberships for adults and children living within Black Hawk's city limits and include funding for youth activities and recreation leagues for residents' children. Either party may terminate the agreement for the subsequent year if notice is proved to the other party by August 1<sup>st</sup>.

**AGENDA DATE:** June 22, 2022

**STAFF PERSON RESPONSIBLE:** Stephen Cole, City Manager

**DOCUMENTS ATTACHED:** Intergovernmental Agreement Regarding the Gilpin County Community Center

**RECORD:**     ☐ Yes     ☒ No

**CoBH CERTIFICATE OF INSURANCE REQUIRED:**     ☐ Yes     ☒ No

**CITY ATTORNEY REVIEW:**     ☒ Yes     ☐ N/A

**SUBMITTED BY:**



\_\_\_\_\_  
Stephen Cole, City Manager

**INTERGOVERNMENTAL AGREEMENT  
REGARDING THE GILPIN COUNTY COMMUNITY CENTER**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into by and between the Board of County Commissioners of Gilpin County, hereinafter referred to as the "County", and the City of Black Hawk, hereinafter referred to as the "City" (each a "Party" and collectively, the "Parties").

**RECITALS**

A. The County currently operates a Community Center (the "Center") located at 250 Norton Drive, Black Hawk, Colorado 80422.

B. The City wishes to make memberships and other services at the Center available to the City's residents free of charge.

C. The County is agreeable to providing memberships and certain services to Black Hawk residents, subject to the conditions of this Agreement

D. This Agreement is authorized by – and sets for the purposes, powers, rights, obligations, and responsibilities as required by – C.R.S. § 29-1-203.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Definitions.** For the purpose of this Agreement, the following terms are defined as such.

*City resident* means any person who resides within the corporate boundaries of the City.

*Child resident* means any person who is under the age of eighteen (18) years old and who resides within the corporate boundaries of the City.

*Master List* refers to a list to be compiled by the City that includes – to the best of the City's knowledge – every person who lives within the corporate boundaries of the City and desires a membership to the Center.

*Services* means no-cost annual individual or household membership to the Center for any City resident and for any Child resident as well as no cost to such Child resident for any activities and recreational leagues offered at the Center for any Child.

2. **Purpose.** The purpose of this Agreement is to memorialize the County Services as defined herein to City residents in exchange for the City's payment of fees on behalf of the City residents in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

3. **County's Responsibilities.** The County agrees to provide the following Services at the Center to City residents:

- a. City residents who are identified on the Master List may receive a no-cost annual individual or household membership to the Center.
  - b. In addition, Child residents shall be provided access at no cost to such Child resident any activities and recreational leagues offered at the Center for youth.
4. **City's Responsibilities.** The City agrees to provide the following to facilitate memberships for City Residents:
  - a. For 2022, the City shall pay the County the sum of Twenty-Five Thousand Dollars (\$25,000.00) by or before July 1, 2022 for Services for the period July 1, 2022 to December 31, 2022. Thereafter, the City shall pay a sum of Twenty-Five Thousand Dollars (\$25,000.00), payable on or before December 31 of each calendar year, to provide Services for the succeeding calendar year, to compensate the County for the costs associated with providing Services to City residents. In the event the costs and/or value of the Services provided by the County to City residents at the Center ever exceeds the sum of Twenty-Five Thousand Dollars (\$25,000.00), the County and the City shall cause a reconciliation to be made at the end of such fiscal year, and the City shall pay any such additional amounts within thirty (30) days of such reconciliation.
  - b. The City shall provide the County with a Master List, as the same may be updated from time to time, of all residents living within the corporate limits of the City. This list shall be used to verify eligibility for memberships as provided in this Agreement, and the City agrees to verify such residency using valid forms of Colorado State identification in order to create and maintain such Master List.
5. **City Resident Responsibilities.** City Residents are intended third-party beneficiaries under this Agreement. In order to access no-cost Services at the Center, City residents must provide County Staff at the Center with photo identification to assure the individual using the Center is the same individual on the Master List. This information will be checked against the Master List provided by the City.
6. **Term.** The initial term ("Initial Term") of this Agreement shall be July 1, 2022 until December 31, 2022. Thereafter, the Agreement term shall be for one (1) calendar year ("Calendar Year Term"). This Agreement will automatically renew at the beginning of each subsequent calendar year unless either Party provides written notice by August 1 of the Calendar Year Term via certified mail return receipt requested of the Party's intent to terminate the Agreement. Any termination will be effective on the last day of the then current Calendar Year Term.
7. **Gilpin County Parks & Recreation Mill Levy.** Both the City and County are aware that the current Parks & Recreation Department mill levy of 2.570 will sunset at the end of 2023. It is known by both Parties that the intent of the County will be to extend the mill levy after the sunset, although details are unknown at this time.
7. **General Provisions.** This Agreement may be amended only in writing and following the same formality as the execution of this initial Agreement. If any provision of the Agreement is

held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.

8. **TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that the Agreement does not create a multi-fiscal-year direct or indirect debt or obligation within the meaning of TABOR and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31.

9. **Further Assurances.** The Parties shall execute any other documents and take any other action necessary to carry out the intent of this Agreement.

10. **Governing Law, Jurisdiction, & Venue.** This Agreement and the rights of the Parties under it will be governed by and constructed in accordance with the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court for and in the County of Gilpin, State of Colorado.

11. **Paragraph Headings.** The paragraph headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page by email transmission will constitute effective and binding execution and delivery of this Agreement.

13. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

14. **Immunities Preserved.** It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, C.R.S. § 24-10-101, *et seq.*

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COUNTY COMMISSIONERS  
OF GILPIN COUNTY**

By: \_\_\_\_\_  
Chair, Sandy Hollingsworth

ATTEST:

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Deputy to the Board of County Commissioners

**CITY OF BLACK HAWK, COLORADO**

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David D. Spellman, Mayor

ATTEST:

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Melissa Greiner, CMC, City Clerk

**RESOLUTION 44-2022**  
**A RESOLUTION**  
**ELECTING TO OPT THE**  
**CITY OUT FROM**  
**PARTICIPATION IN THE**  
**STATE OF COLORADO**  
**FAMILY AND MEDICAL**  
**LEAVE INSURANCE**  
**PROGRAM**

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

**Resolution No. 44-2022**

**TITLE:      A RESOLUTION ELECTING TO OPT THE CITY OUT FROM  
PARTICIPATION IN THE STATE OF COLORADO FAMILY AND  
MEDICAL LEAVE INSURANCE PROGRAM**

WHEREAS, the Colorado Family and Medical Leave Insurance Act (the "Act") was enacted into law in 2021 and codified in Article 13.3 of Title 8 of the Colorado Revised Statutes;

WHEREAS, Section 8-13.3-522 permits local governments to opt out of participation in the program by a majority vote of the governing body at a public meeting;

WHEREAS, coverage under the Act begins January 1, 2023, and the City must opt out at least 180 days prior to this date; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the City to decline participation in the Act.

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

**Section 1.**      The City of Black Hawk hereby declines to participate in the Colorado Family and Medical Leave Insurance Act program and thus opts out of said program.

**Section 2.**      The City Manager, City Administrative Services Director or a designee is authorized to take any and all further actions necessary to effectuate the City opting out from participating in the insurance program under the Act.

RESOLVED AND PASSED this 22<sup>nd</sup> day of June, 2022.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Recommendation for the City of Black Hawk to Opt-Out of the Paid Family and Medical Leave Insurance Program as authorized under C.R.S 8-13.3-522(1).

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

**MOTION TO APPROVE** Resolution 44-2022, a Resolution electing to opt the City out from participation in the State of Colorado Family and Medical Leave Insurance Program.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** On November 3, 2020, Colorado voters approved the Paid Family and Medical Leave Insurance Act which included provisions for local governments to decline participation. If the Black Hawk City Council opts out of the new program, the Council must formally decline to participate before June 30, 2022, via a majority vote at a public meeting and then deliver written notice to the Division of the Council's decision. The staff is recommending opting out for the following reasons:

The newly created Division of Family and Medical Leave Insurance is drafting rules, of which the impact on the City and its employees is currently unknown.

If the City participates in the program, employees and the City must contribute to the fund in 2023 without employees receiving benefits. Employees would begin to receive benefits in 2024.

The City must match the employee's contribution if the City opts in. Currently, the City's short-term disability plan is fully funded by the City.

The City already provides FMLA leave as required by Federal law, and the City's current short-term disability insurance plan provides comparable protection to employees at less cost to the City and no cost to employees.

Although the first two years (2023 and 2024) have specific premiums set at 0.9 percent, shared equally by the City and the employee, subsequent years' premiums may increase based on previous claims and administration costs. Although there are contribution limits to the City and employees, the uncertainty of these future costs is not desirable.

If the City Council opts out, the City will provide benefits equal to or greater than those required by law. Staff recommends we continue our current benefits until such time as we can adequately evaluate the impact of opting-in on the City and employees.

**AGENDA DATE:** June 22, 2022

**DEPARTMENT DIRECTOR APPROVAL:** [ ] Yes [ X ] No

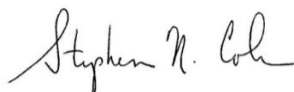
**STAFF PERSON RESPONSIBLE:** Stephen Cole, City Manager

**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



**RESOLUTION 45-2022**  
**A RESOLUTION**  
**AMENDING THE**  
**COMMUNITY**  
**RESTORATION AND**  
**PRESERVATION**  
**PROGRAM DOCUMENTS**  
**BY ADOPTING THE**  
**HISTORIC**  
**PRESERVATION**  
**PROGRAM FUND GUIDE**  
**TO PROGRAMS AND**  
**REHABILITATION GUIDE**  
**TO PROGRAMS, REVISED**  
**JUNE 2022**

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

**Resolution No. 45-2022**

**TITLE:       A RESOLUTION AMENDING THE COMMUNITY RESTORATION AND PRESERVATION PROGRAM DOCUMENTS BY ADOPTING THE HISTORIC PRESERVATION PROGRAM FUND GUIDE TO PROGRAMS AND REHABILITATION GUIDE TO PROGRAMS, REVISED JUNE 2022**

WHEREAS, the City Council continually seeks to review the Historic Preservation Program Fund Guide to Programs (the “Guide to Programs”) in order to assure that it operates in a manner consistent with the policies of the City; and

WHEREAS, the City therefore desires to make those modifications set forth herein based on the funding of the Program being provided through the City’s General Fund, and not through the State Historical Fund derived from the provisions of Article XVIII, Section 9 of the Colorado Constitution and implementing legislation set forth in the Colorado Limited Gaming Act.

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

**Section 1.** The City of Black Hawk Historic Preservation Program Fund Guide to Programs and Rehabilitation Guide To Programs, dated June 2022, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby approved.

**Section 2.** The June 2022 Historic Preservation Program Fund Guide to Programs and Rehabilitation Guide To Programs, as Revised, shall apply to projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 22<sup>nd</sup> day of June, 2022.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

# **CITY OF BLACK HAWK**

## **REQUEST FOR COUNCIL ACTION**

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### **SUBJECT:**

Amending the Community Restoration and Preservation Guide to Programs, Revised June 2022.

### **RECOMMENDATION:**

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

**MOTION TO APPROVE RESOLUTION NO. 45-2022 AMENDING THE COMMUNITY RESTORATION AND PRESERVATION PROGRAM DOCUMENTS BY ADOPTING THE HISTORIC PRESERVATION PROGRAM FUND GUIDE TO PROGRAMS AND REHABILITATION GUIDE TO PROGRAMS, REVISED JUNE 2022.**

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City Council continually seeks to review the Community Restoration and Preservation Guide to Programs (the "Guide to Programs") to assure that it operates in a manner consistent with the policies of the City. City Council previously adopted a revision in July 2017 under Resolution 53-2017 and then again on September 27, 2017, under Resolution 59-2017. The June 2022 City of Black Hawk Community Restoration and Preservation Guide to Programs, as Revised for the Rehabilitation Grant and Historic Preservation Easement, shall apply to the projects commencing after the effective date of this Resolution.

Since the last revision adopted in 2017, City staff determined that additional references to specific provisions of the Rehabilitation Grant and Historic Preservation Easement Program need to be modified and include:

- Provide updates to the Definitions page to clarify standard terms;
- Incorporate program changes based on current and/or intended application.

### **AGENDA DATE:**

June 22, 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:**

Resolution 45-2022  
Guide to Programs w/Exhibits

### **RECORD:**

☐ Yes    ☒ No

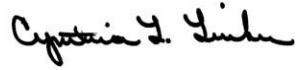
### **CoBH CERTIFICATE OF INSURANCE REQUIRED**

☐ Yes    ☒ No

**CITY ATTORNEY REVIEW:**

[ ☒ ]Yes    [ ☐ ]N/A

**SUBMITTED BY:**



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Cynthia L. Linker, CP&D Director

**REVIEWED BY:**



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Stephen N. Cole, City Manager

## **EXHIBIT A**

### **CITY OF BLACK HAWK HISTORIC PRESERVATION PROGRAM FUND GUIDE TO PROGRAMS AND REHABILITATION GUIDE TO PROGRAMS**

**PRESERVATION PROGRAM FUND GUIDE TO PROGRAMS**  
**REDLINE COPY**



**CITY OF BLACK HAWK  
HISTORIC PRESERVATION EASEMENT PROGRAM FUND  
GUIDE TO PROGRAMS**

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**Exhibit I Historic Preservation Easement Agreement (Deed Restriction)**

~~Exhibit II Material Allowance List (Not Applicable to Preservation Easement)~~

~~Exhibit III Historic Preservation Easement Program Application~~

~~Exhibit IV Historic Preservation Easement Home Program Outline~~

~~Exhibit V Referenced City of Black Hawk Ordinances and Resolutions~~

**Exhibit ~~V~~II Funding Matrix**

**PLEASE TAKE NOTE**

**THE CITY OF BLACK HAWK BELIEVES THAT COST OF THE WORK PERFORMED BY THE CITY UNDER THE HISTORIC PRESERVATION EASEMENT PROGRAM IS NOT TAXABLE INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS. AS SUCH, THE CITY WILL NOT BE REPORTING THE COST OF THE WORK TO STATE AND FEDERAL TAXING AUTHORITIES.**

**IF IT IS DETERMINED BY THE INTERNAL REVENUE SERVICE OR THE COLORADO DEPARTMENT OF REVENUE THAT THE COST OF THE PROJECTS IS TAXABLE INCOME TO THE PROPERTY OWNER, THE CITY WILL REIMBURSE PROPERTY OWNERS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE COST OF THE PROJECT.**

**REGARDLESS OF THE CITY'S AGREEMENT TO REIMBURSE PROPERTY OWNERS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES SHALL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER.**

**IF YOU AGREE TO PARTICIPATE IN THE HISTORIC PRESERVATION EASEMENT PROGRAM, YOU SHOULD CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE BENEFITS DESCRIBED IN THE HISTORIC PRESERVATION AND RESTORATION EASEMENT PROGRAM.**



## **SECTION 1: PROGRAM OVERVIEW**

### **a. BACKGROUND**

1. ~~The Constitution for the State of Colorado provides that a portion of the gaming tax revenues be returned to the City of Black Hawk, specifically for restoration and preservation of the City of Black Hawk.~~ The City of Black Hawk established the Historic Restoration and Community Preservation Fund (“Fund”) within the City of Black Hawk General Fund to assist residential Property Owners within the City. The Black Hawk Preservation Easement Fund Guide to Programs (the “Program”) is intended to assist Property Owners in the rehabilitation and preservation of residential properties. This specifically includes the ability to keep the houses in the City that are defined as Qualified Properties (per Section 1.c) as functional, sustainable, and habitable. Property Owners, as set forth below, have one option for funding assistance in the rehabilitation and preservation of properties. The Preservation Easement Program is further described and defined in Section 3 of this Guide to Programs document. If the applicant is applying for a Rehabilitation Grant, they must also apply for the Preservation Easement to be administered concurrently.

### **b. PURPOSE**

1. The City has established goals to preserve the City’s architectural character with exterior improvements to buildings, while also assuring that the residences and any Qualified Properties are habitable. While not required to do so because the Program is funded in its entirety through the City of Black Hawk’s General Fund and not from revenues received or otherwise derived from the State Historical Fund, in order to attain these goals, the City seeks to preserve as many of the City’s structures as possible in accordance consistent with Colo. Rev. Stat. § ~~4244-4730~~.1-1202. The purpose of the fund, therefore, is to provide financial assistance that will promote the historic integrity, restoration and preservation of Black Hawk’s Qualified Properties and to provide for the continuation and enhancement of a functional, sustainable, healthy and vibrant Black Hawk residential community.
2. This ~~p~~Program is intended to enhance certain select areas of the City by providing Property Owners with the resources needed to rehabilitate and historically preserve Qualified Properties. The use of funds pursuant to the Program is only for the specific property address and work program recommended by the Historic Preservation ~~Commission (HPC)~~ Consultant and approved by the City Council, which is consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties, and complies with the City of Black Hawk Residential Design Guidelines.

### **c. DEFINITIONS**

1. Bed and Breakfast: A residential dwelling unit that provides sleeping accommodations for hire, for thirty (30) days or less, on a day-to-day basis, with one (1) or more meals per day included, at which an owner, manager or lessee of the property resides on the

premises. Such use shall not include residential dwelling units with two (2) or more rental rooms or facilities which include retail or commercial activities of any kind. Commercial properties without a resident owner are not eligible for this Program.

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2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.
4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.
5. Certificate of Architectural Compatibility (COAC): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of property in the City that has not been locally designated as a historic landmark. A COAC, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval is provided by the Historic Preservation Consultant.
5. ~~Certificate of Appropriateness (COA): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of a historic landmark. A COA, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval must be provided by the Historic Preservation Commission.~~
6. City Council: The elected Board of Aldermen, plus the Mayor.
7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City's character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.
8. City Staff: An employee of the City of Black Hawk.
9. General Contractor: General Contractor: The Construction Manager/General Contractor (CM/GC) project delivery method allows the City of Black Hawk to engage a Construction Manager during the design process to provide constructability input. The Construction Manager is selected on the basis of qualifications, past experience or a best-value basis. During the design phase, the Construction Manager provides feedback regarding scheduling, pricing, phasing, identifying risks based on the Construction Manager's established means and methods and other input that helps the City of Black Hawk design a more constructible project. The City of Black Hawk and the Construction Manager negotiate a "guaranteed maximum price" for the construction of the project based on the defined scope and schedule. When the City of Black Hawk executes a contract for construction services, the Construction Manager becomes the General Contractor. The contracting company selected to oversee and manage the construction work.~~General~~

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~~Contractor: The contracting company selected to oversee and manage the construction work.~~

10. Construction Hard Costs: Costs related to labor and materials. Can also be referred to as “direct costs”. A detailed breakdown of direct costs can be found on the Exterior and Interior Bid Forms.
11. Construction Soft Costs: Also referred to as “general conditions” or “indirect costs” include costs related to management, overhead and profit fees, permits, insurance, bonds, and other costs, such as dumpsters, portable toilets, weather protection, snow removal, temporary site fencing, etc., not directly related to the physical installation of the Scope of Work. A detailed breakdown of general condition costs can be found on the General Conditions Bid Form.
12. Contributing Structure: Any building, structure, or object included on the property which adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.

13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by the Historic Preservation Commission.
14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.
15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.
16. Guide to Programs: This policy and procedures document, related to the Historic Restoration and Community Preservation Fund.
17. Habitable: A space in a building or structure for living, sleeping, eating or cooking that is conditioned and has electrical and plumbing services.
18. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.
19. Historic Preservation Easement: A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Program Funds will be expended on the Project in exchange for Property Owner's execution of a Historic Preservation Easement in favor of the City. The Easement is for ten (10) years and runs with the Property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement. The Easement runs with the land constituting the Property in perpetuity and is binding upon Grantor and the successors and assigns of Grantor for the benefit of the City. The Historic Preservation Easement is signed prior to Project, but recorded subsequent to Project completion. Work is completed via construction easements granted by the Property Owner. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor. The Preservation Easement is administered concurrently with a Rehabilitation Grant when applicable.
20. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.
21. License Agreement: A licensing agreement refers to a written agreement entered into by the contractual owner of a property or activity giving permission to another to use that property or engage in an activity in relation to that property.

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_  
Approved by Resolution 45-~~2017~~2022 on ~~September XX, 2017~~May 25, 2022

22. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.
23. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.
24. National Historic Landmark Period of Significance: 1859 to 1918.
25. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the significance and/or physical integrity necessary to be listed as contributing.
26. Outbuildings: A building devoted exclusively for storage, not habitable, not attached to a principal building and not served by water and sewer, which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City. Examples of outbuildings include, but are not limited to: sheds, outhouses, coal sheds, carriage houses, detached garages, and carports. Outbuildings may be subject to additional regulations as outlined in the currently adopted version of the International Codes.
27. Owners Representative: An individual or entity designated by the City of Black Hawk to administer, on behalf of the City of Black Hawk and Property Owner the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program  
~~Owners Representative: An entity designated by the Owner (City of Black Hawk and/or Property Owner) to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.~~
28. Program: The Black Hawk Historic Restoration and Community Preservation Fund.
29. Property Owner (Owner): Property Owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized "Affidavit of Permission" or "Power-of-Attorney" from the Property Owner. For the purposes of this document, the terms Applicant and Property Owner are used interchangeably.
30. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
31. Qualified Properties: Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and

non-historic components; however, the intent of the Program is only for the historic portion of the structure.

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32. Rehabilitation Grant Program (Rehabilitation Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor and administered concurrently with Preservation Easement.
33. Roadway Easement: An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property.
34. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
35. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
36. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.
37. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, dumpster, portable toilet, etc.) for a limited amount of time.
38. Trade Contract Agreement (City): An agreement signed by the City of Black Hawk and the successful City selected General Contractor detailing the contract terms for any construction work as part of the Preservation Easement Program.

#### **d. PROGRAM GOALS**

1. The goal of the Preservation Easement Fund Program is to preserve the historic integrity and promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures must be maintained and preserved with materials that comply with the City of Black Hawk Residential Design Guidelines, and by methods consistent with those that will allow the structure to remain as a contributing structure in the historic district, consistent with the City's historic environs. Historically significant exterior finishes are expected to remain on each property. Evaluation, approval and rehabilitation of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Preservation Easement Guide to Programs.

2. For further guidance regarding the long-term preservation, maintenance, and proposed improvements on a property, Property Owner consults with professional staff in the Community Planning and Development Department. Additional information concerning structural and architectural improvements can be found in the City of Black Hawk Residential Design Guidelines, which is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, also available from the Community Planning and Development Department.

**e. GENERAL PROGRAM INFORMATION**

The following considerations apply to all activities proposed and/or covered by the Program:

1. Projects will only be selected and authorized upon completion of an application in accordance with the requirements described in this Preservation Easement Guide to Programs.
2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.
3. The City Council shall have the authority in its sole discretion to deny any application submitted for a Preservation Easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.
4. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the [Program](#). All Preservation Easement Program Agreements will be signed prior to issuance of Notice to Proceed to the [General Contractor](#), but recorded upon completion of project.
5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Preservation Easement Guide to Programs on a prior project, to properly use a Preservation Easement for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.

6. The award of any Preservation Easement to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of Preservation Easement funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk.

7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, Community Planning and Development will place the Property Owner's name and address (first-come, first served basis) on the list of potential recipients for such Preservation Easement category. If such property is subsequently sold to a new Property Owner, the new Property Owner's name shall remain in the same priority only if the previous Property Owner notifies the City of Black Hawk in writing with the new Property Owner's contact information at least 45 days prior to the closing. Upon receipt of the new Property Owners information, the Community Planning and Development Department shall notify the new Property Owner of the opportunity to have the property stay on the list of upcoming Preservation Easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request with a Letter of Intent. Community Planning and Development shall provide to City Council a copy of the new Property Owner's Letter of Intent for review and approval. If the new Property Owner does not notify the City of Black Hawk in writing with a Letter of Intent within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect and the property will be removed from the list.  
~~Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, the Property Owner's name and address will be placed (first come, first served basis) on the list of potential recipients for such Preservation Easement category. If such property is subsequently sold to a new Property Owner, the new Property Owner's name shall remain in the same priority, if the new Property Owner makes a request in writing within 45 days of the date of notification as set forth herein. As soon as the Community Planning and Development Department is made aware of a change in ownership, the City shall notify the new Property Owner of the opportunity to have the property stay on the list of upcoming Preservation Easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request. If the new Property Owner does not notify the City of Black Hawk in writing within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect.~~

If a Property Owner owns multiple Qualified Properties, an application may be made for each individual property. Properties will be placed on the list of potential recipients in the order in which the applications are received. The order of properties to receive grant funds, if owned by the same Property Owner and in sequential order on the grant approval list, may be modified from the order of application. Non-sequential properties owned by the same Property Owner may not be modified from the order of application.

8. Applications can only be made by the Property Owner, as defined in this Section. City will verify ownership with the County Assessor's records.
9. This [p](#)Program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, no Category of Assistance included in this [P](#)rogram is to be utilized as a substitute for a Property Owner's property insurance policy.

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10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be bound by the terms and conditions contained in the Preservation Easement Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners Representative services, and any other costs actually incurred.
11. All projects, whether via contract with the City or Property Owner, shall commence construction within twelve (12) months of the award of any Preservation Easement funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date one (1) year after issuance of the building permit and same date that all available and approved funds should be requested from the City, with appropriate and required receipts and documentation, on or before that day.

Unless the City Council approves an extension of the expiration date, any funds remaining at the end of the project shall revert to the Preservation Easement Fund for use on other projects. In the event the Contractor ~~or~~ Property Owner fails to obtain a building permit and commence construction of a project within twelve (12) months of the Preservation Easement award, the Preservation Easement funds shall revert to the Historic Preservation Easement Program Fund for use on other projects and the property/project will move off the list of upcoming projects for the Historic Preservation Easement Fund Program.

12. It is the responsibility of the Property Owner subject to any Preservation Easement agreement being completed to keep the improvements paid for with the City-approved grant installed and on the property for a minimum of five (5) years. Changes to the Preservation Easement-paid improvements shall not be allowed (external to the building and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Preservation Easement.

#### **f. GENERAL EVALUATION CRITERIA**

1. The City's decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Preservation Easement Guide to Programs for any proposed project and the support that the project provides to the advancement of the City's restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:
  - A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.
  - B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.
  - C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.
  - D. Undertake critically needed improvements, restoration, and preservation of properties.
2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:
  - A. The significance of the property involved.
  - B. The physical condition of the property.
  - C. The quality of maintenance and repairs made to the property.
  - D. The quality of the proposal and the completeness of the application.
  - E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.

## SECTION 2: CATEGORIES OF ASSISTANCE

### a. CATEGORIES OF ASSISTANCE

The Historic Preservation Easement Fund Program includes two (2) components of assistance, which may be combined into any one Preservation Easement application and/or award.

1. Historic Habitable [Exterior](#) Square Footage Component ([Presently Funded by the City](#))
2. Non- Historic Square Footage Component ([Funded by the Property Owner](#))
3. Site Work Component ([Not Presently Funded by the City](#))

All work conducted through the Preservation Easement ~~p~~Program shall be completed in accordance with the standards and specifications listed in the appropriate component/section in the Appendix of the Preservation Easement Guide to Programs.

### b. DESCRIPTION OF COMPONENTS

#### 1. Historic Habitable Square Footage

The ~~–~~Historic Habitable Square Footage Component is available to provide exterior preservation, stabilization and repair of the habitable Qualifying Historic House. Funding for a Historic Habitable House Square Footage Category of Assistance is required to be achieved through a Preservation Easement Grant as detailed in the attached Exhibit VI: Funding Matrix. Please consult with City staff ~~and the Owners Representative~~ to fully understand the ~~p~~Program goals and how a specific request for this component will be processed. The Site Work Component Categories of Assistance (rock walls, drainage/erosion control, site remediation, stairs, tree removal, fencing, and outbuildings) will be included in this component as well.

#### 2. Non-Historic Square Footage Component

Any Non-Historic square footage improvements are fully paid for by the ~~p~~Property ~~e~~Owner and includes:

- a. Design
- b. Wall/floor/roof framing.
- c. Wall/floor/ceiling finishes and trim (interior).
- d. Wall/roof insulation.
- e. Light fixtures, switches and outlets. To include wiring.
- f. Exterior siding and trim.
- g. Roofing assembly and gutters/downspouts.
- h. Heating source.
- i. Windows, doors (interior and exterior).
- j. Specific site improvements associated with addition

Each project is evaluated individually, so more costs may apply. The **pP**roperty **eO**wner will be responsible for paying all general conditions costs associated with the non-historic square footage improvements. General conditions will be included in the lump sum bid of the **eG**eneral **eC**ontractor or calculated as a percentage of the total general conditions given in the General Conditions Bid Form.

### 3. **Site Work Component**

The Site Work Component retains the historic integrity of the property and is available for site stabilization, drainage, and remediation of Qualified Properties, which may include, but is not limited to:

- a. Repair or replacement of existing rock walls and/or construction of new rock walls or other types of retaining structures
  - i. **Easement Area:** The Area of the Easement for Rock Retaining Walls encompasses any rock retaining wall within the immediate vicinity of the house, including the street side rock retaining walls. Walls that directly control erosion or drainage for the main house or historic outbuildings, or rock walls that are components of the Qualified Properties' historic environs are the focus of the Preservation Easement.
  - ii. **Scope of Easement:** The Scope of the Preservation Easement is guided by the parameters set forth in Section 2.4 of the City of Black Hawk Residential Design Guidelines and the guiding principles below. The **pP**roperty **eO**wner should review the guidelines below to fully understand how rock retaining walls will be handled for all Preservation Easement projects. City Council has the final decision with regard to how the Design Guidelines and the guiding principles below are administered on each individual project.
  - iii. **Retaining Walls**
    1. Historic stone walls and other site features that are deteriorated should be repaired, restored, or replaced to maintain the historic integrity of the property.
      - a. Examples of deterioration include: collapsed sections, areas missing stones, vegetation adverse to the function or appearance of the wall.
      - b. All walls being repaired or replaced should be built using the City of Black Hawk standard details. Where applicable, IRC Section R105.2 may be applied to avoid using the standard details.
      - c. Extent of repairs to be determined during scope of work phase.
    2. Native stone retaining walls are encouraged.
      - a. Stone walls should be similar in appearance to those seen historically, including finishing, joining and height.
      - b. All walls should be built following an Ashlar pattern.



3. Retaining walls should be of dry stone or stone masonry and be compatible with other features onsite.
  - a. Where any rock retaining walls are removed, an equal amount of rock wall shall be constructed as a part of the project.
  - b. All rock retaining walls shall have a dry stack appearance; false materials are inappropriate.
  - c. Log and railroad ties may be considered on a limited basis as cribbing, provided that the horizontal method of construction is used. *It is appropriate to replace existing cribbing with a rock retaining wall.*
  - d. Unfazed concrete, Jersey Barriers, artificial brick or stone, smooth block or concrete, slump block, stucco and rustic brick are not appropriate for use as retaining walls. These non-rock retaining walls may be used in areas that are not visible from the City's Right-of-Way per approval by City Council. All walls visible from the City's Right-of-Way should be or rock veneer retaining walls and have the same treatment on all exposed sides.
  - e. All concrete walls to be stained to match the surrounding area and is subject to City review and approval.
4. Painting or plastering over stone walls is inappropriate.
5. Use walls to prevent erosion and drainage issues and not for esthetic or landscape purposes.
6. Stone cap elements should be used on top of stone or masonry walls. The cap should be sloped and extend 1"-2" beyond the edge of the wall to allow water to drip off the cap rather than run down the face of the wall.
7. Regrade as necessary to ensure that storm water and snow-melt drain away from the building.
8. It is important that historic walls be retained and kept in good repair.
9. Where wall failure has occurred, determine the sources of the damage and make the necessary repairs.
10. Where necessary, reduce water pressure behind retaining walls by providing drains to allow moisture to pass through or around the wall.
11. Do not increase the height of historic retaining walls by adding stone courses.
12. Stone used in stone walls should reflect the scale and height of the wall. Tall and expansive walls should be constructed of larger stone and short and low walls should be constructed of small stone.

- b. Site grading to allow for appropriate drainage to or from a site
  - i. Topography and Grade
    - 1. Retain existing natural drainage patterns where possible; design new drainage systems to complement and follow the existing terrain.
      - a. Design drainage systems and storm water detention basins as amenities.
      - b. Ensure that project plans do not cause water to drain onto adjacent properties.
      - c. To preclude water damage to the base of the building, examine the grade of the surrounding site. Re-grade as necessary to ensure that storm water and snow-melt drain away from the building.
- c. Site Remediation
  - i. Site remediation projects to remove mine waste rock or contaminated mine tailings, which have been identified as presenting a danger to public health and safety.
- d. Tree Removal
  - i. Landscaping
    - 1. Consider removing trees that are causing damage to historic buildings and/or walls.

The Site Work Component may also include the addition of a fence to secure the perimeter of a Qualified Property, and will typically include one gate in order to provide access to the property. If an additional gate and/or gates are required in order to provide for a functional perimeter fence system, the cost for these additional gate(s) may be covered by the Historic Preservation Easement Fund if deemed appropriate and approved by the City Council. Wrought iron and wood fences should be installed along the street side property line and elsewhere it is visible from the City's Right-of-Way. Appropriate woven wire fencing should be used to enclose the remainder of the property. The scope of the Preservation Easement is guided by the parameters set forth in Section 2.3 of the City of Black Hawk Residential Design Guidelines.

i. Fencing

Historically, fences were used to define property edges. Fences and railings in Black Hawk were generally constructed of wood and hand rails and posts that were significantly larger than their balusters. Some metal fences also were used. Today, railings and fences of metal, wood and stone walls will be considered. These should be compatible with the historic setting. Consult Community Planning and Development prior to planning a fence project.

- 1. Painted wood, wrought iron, picket, woven wire, rail or stone fences are appropriate in residential-type areas.
  - a. Wrought iron fencing should be either black or rust colored.
- 2. Preserve original fences where possible, replacing only those portions that are deteriorated beyond repair.

3. Avoid solid or stockade wood fences, chain link, concrete block, plastic, fiberglass or plywood fences.
4. Fences shall be similar to those seen historically.
  - a. Fences should not exceed 42 inches in height in the front yard, and should not be less than 34 inches in height except variation may occur at grade changes.
  - b. The gap at the bottom of the fence should be minimized. A 4" gap, maximum, is recommended.
  - c. Fence gates should be of metal or wood, or of the same material and design as the fence which they are a part.
5. Materials which are architecturally compatible with the primary building on the site or with the streetscape and landscaping of the site should be used.

The Site Work Component may also be applied to qualified historic outbuildings. For the purposes of the Preservation Easement, an "Outbuilding", as defined in the above definition, would include, but not be limited to, sheds, outhouses, coal sheds, carriage houses, detached garages, and carports that qualify as historic per the Preservation Easement. The intent is stabilization of the structure.

- i. The scope of the Preservation Easement with regard to the rehabilitation of outbuildings is fully outlined below and reviewed and approved on a case by case basis by the City. The historic character of the structure shall be retained and preserved. Some outbuildings have changed over time; those changes that have acquired historic significance in their own right shall be retained and preserved. The scope of work should not change the buildings historic style. Replacement doors, windows, and siding should protect and reinforce the historic character. The scope of work accomplishes this by doing minimal repairs to the structural components and exterior envelop as necessary to stabilize and protect the outbuilding. City Council has final approval to determine the scope of work on each outbuilding. Further details are provided below for each component in the scope of work:

1. Excavation
  - a. Remove material against outbuilding as necessary to stabilize structure and make repairs.
2. Necessary Tree Removal
  - a. Remove trees as necessary to stabilize structure or to solve drainage or erosion control issues.
3. Deteriorated Historic Rock Walls
  - a. Refer to above section regarding Retaining Walls for further guidance.

4. Foundation Systems
  - a. Foundations will be address only as necessary to stabilize the structure. New retaining walls will be installed only to prevent erosion and drainage issues, per Retaining Wall section above.
5. Interior Floor
  - a. Existing interior floor condition will be evaluated by City Staff to determine if replacement or repair is appropriate.
  - b. Any damage to existing interior floor during rehabilitation will be repaired or replaced depending on extent of damage.
6. Exterior Doors and Hardware
  - a. Reuse historic door and hardware where possible. Add hasp where necessary. Any door replacement will be evaluated by City Staff.
  - b. Door replacement shall not exceed the cost as outlined in the project specific Materials Allowance.
7. Exterior Windows
  - a. Any existing windows will be replaced with a new fixed window assembly with single pane glass.
  - b. Window replacement shall not exceed the cost as outlined in project specific Materials Allowance.
8. Exterior Siding and Trim
  - a. Rotted or damaged siding and trim will be replaced in kind. Non-historically appropriate materials will be replaced with materials compatible with the historic style.
  - b. Appropriate materials include; vertical board and batten siding, wood clapboard siding, native stone, brick, and sheet metal siding.
9. Roofing
  - a. Material will be asphalt shingles, rolled roofing or metal roofing to match the house or the original historic style.
10. Sheet Metal and Flashing
  - a. Roof will be flashed as necessary to make the structure water tight.
11. Chimney
  - a. Restore exterior portion if existing.
12. Roof Framing Systems/Roof Replacement
  - a. Rotted or missing framing will be replaced to stabilize structure.
13. Exterior Wall Construction
  - a. Rotted or missing framing will be replaced to stabilize structure. Sheathing will be added as necessary to support siding.

14. Interior finishes (Drywall, insulation, vapor barrier, etc.)
  - a. If existing, condition of interior finishes to be evaluated by the City.
  - b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.
15. Fixed interior elements (Work benches, shelves, peg board, etc.) if existing.
  - a. If existing, condition of fixed interior elements to be evaluated by the City.
  - b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.
16. Insulation/Vapor Barrier if existing.
  - a. If existing, condition of insulation and vapor barrier to be evaluated by the City.
  - b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.
17. Electrical
  - a. If existing, extend new service to exterior of structure.
18. Gutters and downspouts
  - a. Replace in areas currently existing.
19. Excluded from Program
  - a. Gutters and downspouts if not existing.
  - b. Electrical if not existing.
  - c. Plumbing
  - d. Mechanical
  - e. Interior finishes (Drywall, insulation, vapor barrier, etc.) if not existing.
  - f. Fixed interior elements (Work benches, shelves, peg board, etc.) if not existing.
  - g. Insulation/Vapor Barrier if not existing.

Detailed bids will be required to be requested from qualified and financially sound General Contractors in accordance with the City's adopted Purchasing Policy. General Contractors must meet all pre-qualification requirements prior to execution of a contract.

Site Work Component funding may be available to previous Program Grant recipients. Applications will be reviewed by the City Council on a case-by-case basis via Certificate of [Appropriateness/Architectural Compatibility](#), if applicable, after a recommendation by [HPC/Historic Preservation Consultant](#). In the event a Historic Habitable Square Footage Preservation Easement is awarded within three (3) years of the City Council awarding a Site Work grant, the Property Owner agrees to reimburse the City in full the total amount awarded on the Site Work Grant for construction hard costs only, prior to the award of the Historic Habitable Square Footage Preservation Easement.

This ~~P~~program is not intended for, and should not be used as a substitute for, routine upkeep and care of a house, structure, property or prior improvements to the home and/or property.

All projects are subject to funding availability, and are subject to the annual budget and appropriation by the City Council of the City of Black Hawk.

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

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### **SECTION 3: HISTORIC PRESERVATION EASEMENT PROGRAM**

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

By applying for a grant under the Historic Restoration and Community Preservation Fund Grant Program (“Rehabilitation Grant”), a Property Owner agrees to participate in the City of Black Hawk Historic Preservation Easement Program. The goal of the work performed pursuant to the Historic Preservation Easement Program is to preserve the historic appearance and to maintain the structural integrity of the historic structures within the City. Since the work is viewed as primarily for the benefit of the City, all costs to the exterior are borne by the City. The following provisions and criteria shall apply:<sup>1</sup>

1. The Historic Preservation Easement work will be performed by the City consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of [Appropriateness-Architectural Compatibility](#) is required with all projects. The Property Owner agrees to work with the Architect and his/her design team, City staff, Owners Representative and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials, and character defining features (exterior only) are to remain, or be addressed appropriately in accordance with the standards and guidelines.
2. A Qualified Property cannot receive more than one (1) grant in each category, or in this case, approval of an application within the Historic Preservation Easement Program within any one-year period.
3. A Qualified Property must be located within a national historic landmark district, or within an area listed on the national register of historic places.
4. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.
5. Applications shall not be accepted from a private individual that does not own the residential property that is to be restored or preserved. Applications shall only be accepted from a defined Property Owner.
6. The City will pay for all work performed pursuant to the Historic Preservation Easement Program.
7. A Historic Preservation Easement Program application shall not be made for more than one (1) year at a time.

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<sup>1</sup> An Applicant should be aware that the provisions of the Historic Preservation Easement Program, while in many respects is similar to the Rehabilitation Grant Program, does differ in many significant respects because of the fact any project under the Historic Preservation Easement Program will be a City of Black Hawk project. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.

8. A member of the City Council of the City of Black Hawk ~~and members of HPC~~ shall disclose any personal interest in the Historic Preservation Easement Program before voting on the application.
9. Property Owner shall grant to the City a Historic Preservation Easement, and agree to encumber the property with the Easement, and the Property Owner shall further grant to the City the associated Temporary Construction Easements on the property that is the subject of the Project. ~~The term of the Historic Preservation Easement shall be ten (10) years and runs with the property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement. The Easement runs with the land constituting land constituting the Property in perpetuity and are is binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.~~
10. Determination of what work will be performed pursuant to the Historic Preservation Easement Program is at the sole discretion of the Board of Aldermen, and is subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

#### b. CITY CONTROLS

1. Property Owner-s with an eligible property must submit a pProgram application for a grant under the Rehabilitation Grant Program-Historic Preservation Easement Program to the City (Exhibit III).
  - A. In addition to proving eligibility, the application provides information regarding the location of the property to be restored and the extent of restoration proposed.
  - B. The application shall state:**

APPLICANT UNDERSTANDS AND AGREES THAT PRIOR TO ANY CONSTRUCTION, APPLICANT SHALL GRANT TO THE CITY A TEMPORARY CONSTRUCTION EASEMENT NECESSARY TO COMPLETE THE WORK, AND SHALL EXECUTE A DEED RESTRICTION IN FAVOR OF THE CITY. ~~IN THE APPENDICES ATTACHED TO EXHIBIT III.~~
2. Along with the approval of an application by the City, eProperty Owners must enter into legal agreements with the City which describe the terms for participation in the Preservation Easement Program. Participation in the Preservation Easement Program requires a Preservation Easement Agreement. ~~A copy of this document is included in the appendices to Exhibit I.~~ The Agreement indicates that:
  - a. The City and Property Owner will agree to the specific scope of the project as described in the construction drawings and project manual and schedule of the Project. The City will secure a General Contractor by the Construction Manager/General Contractor



(CM/GC) project delivery method~~The City and Property Owner will agree to the specific scope of the project as described in the construction drawings and project manual and schedule of the Project, and the City will send the Project out to bid to at least three (3) pre-qualified and financially sound General Contractors.~~

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- b. The City selects the General Contractor, using a Construction Manager/General Contractor (CM/GC) project delivery method. General Contractor is the same for both the Historic Preservation Easement and the Property Owner's Rehabilitation Grant. The City selects the General Contractor(s) (which means that the General Contractor for this portion of the project could be different from the Property Owner's Rehabilitation Grant Contractor selected by the Property Owner), uses a City-selected Owners Representative, negotiates the schedule, and pays the approved General Contractor(s) directly from the Program Funds. It is strongly recommended that the Property Owner use the same General Contractor for any Rehabilitation Grant work that is separately contracted.
3. Program Funds will be expended on the Project in exchange for Property Owner's execution of a Historic Preservation Easement in favor of the City. As noted previously, this Easement is for ten (10) years and runs with the property to any new Property Owner. After ten (10) years, the then Property Owner may request release of the Easement. The Easement runs with the land constituting the Property in perpetuity and is binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.
4. Historic Preservation Easement Program provisions (signed prior to Project, but recorded subsequent to Project completion) are in pertinent part as follows [a complete form of the Easement is attached hereto in the appendices to Exhibit I]:
- A. The exterior shall not be significantly altered either visually or structurally. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.
  - B. No demolition of existing structure is allowed without consent of the City. However, dismantling and storage of existing structure for reassembly is allowed.
  - C. No additional structural elements or architectural features may be added/built without the consent of the City.
  - D. The structure must be maintained in a good state of repair and be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
  - E. The City maintains a right of entry to inspect the property's interior and exterior at any time during construction.
  - F. Remedies for Property Owner's breach of the Easement:
    - i. Injunctive Relief
    - ii. Liquidated Damages
    - iii. City right of entry to make repairs at Property Owner's expense (lien)

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_  
Approved by Resolution 45-~~2017~~2022 on ~~September XX, 2017~~May 25, 2022

5. If a mortgage or line of credit is recorded on the property, the mortgage holder must complete a Subordination of Rights ~~[a complete form of the Easement is attached hereto in the appendices to Exhibit A]~~ prior to any work being performed at the property. If the mortgage holder refuses to execute such document, the application for the Preservation Easement Program will be denied.

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**APPENDIX 1**  
**PRESERVATION EASEMENT PROGRAM**  
**PROJECT CRITERIA/ PROCESS/PROCEDURE**

Appendix 1 is intended as a resource to educate and inform the Property Owner to the extent they completely comprehend and understand the Historic Preservation Easement ~~p~~P program review process and procedure.

For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

The Property Owner is required to meet with the City staff and Owners Representative to discuss their proposed project and potential eligibility. City staff and Owners Representative will introduce the general features of the ~~p~~P program as highlighted ~~below~~ in the attachment:

**1. Application Phase.**

- a. ~~Initial Application Phase~~
- b. ~~Orientation Meeting~~
- c. ~~Update Application~~

**2. Scope of Work Phase.**

- a. ~~Historic Research~~
- b. ~~On-site Strategy Meeting~~
- c. ~~Existing Conditions~~
- d. ~~Inspections and Testing~~
- e. ~~Appraisal Report~~

**3. Agreement and Contracts Phase.**

- a. ~~Rehabilitation Grant Agreement~~
- b. ~~Historic Preservation Easement Agreement~~
- c. ~~Lender's Request for Subordination of Rights~~
- d. ~~W-9~~
- e. ~~Power of Attorney or Affidavit of Permission, ; if applicable~~
- f. ~~State and Federal Tax Liability~~
- g. ~~Boundary Line Agreements; if applicable~~
- h. ~~Temporary Construction Easement between Applicant and City~~
- i. ~~Temporary Construction Easement between Neighboring Properties and City~~
- j. ~~Roadway Easement; if applicable~~
- k. ~~License Agreement; if applicable~~

**4. Architect Bid Phase:**

- a. ~~Architect Bid Process~~
- b. ~~Bid Selection~~
- c. ~~Project Design Start-up~~

**5. Design Process Phase:**

- a. ~~Abatement and Remediation~~
- b. ~~Conceptual Design~~
- c. ~~Schematic Design~~
- d. ~~Design Development~~
- e. ~~Construction Drawings~~

**6. Historic Preservation Commission and City Council Approval Phase**

- a. ~~Historic Preservation Commission Review and Approval~~
- b. ~~City Council Review and Approval~~

**7. General Contractor Bid Phase:**

- a. ~~Pre-qualified General Contractor Application Process:~~  
~~Contractors must submit an American Institute of Architects (AIA) document A305 for review and approval. Once a Contractor has submitted all required forms and documents, a short interview will be scheduled to meet and discuss the Contractor's history and documents submitted. This process must include, from the Contractor, past project examples including bid breakdown, budgets, change order forms, and project schedules. References will also be required from the Contractor as noted within the A305 document. A determination will be made by City staff and the Owners Representative to approve or disapprove the Contractor to be put on the pre-qualified list.~~

~~A Qualifications Packet is requested which includes the following information:~~

- ~~1. An overview of general information about the company including:~~
  - a. ~~Previous work experience related to any of the Categories of Assistance~~
  - b. ~~Managerial ability~~
- ~~2. Quality control management/procedures~~
- ~~3. Previous construction experience in and/or near the City of Black Hawk~~
- ~~4. Staff resumes~~
- ~~5. Historic preservation/rehabilitation experience~~
- ~~b. Referenced City of Black Hawk Resolutions; 19-2013, 3-2014, 13-2016, 14-2016~~
- ~~c. General Contractor Bid Process~~
- ~~d. Bid Analysis~~
- ~~e. Bid Selection~~
- ~~f. Project Construction Start-Up~~

8. Construction Phase:

- a. Pre-Construction
- b. Active Construction

9. Close-Out Phase:

- a. Construction Close-out
- b. Rehabilitation Grant Close-out
- c. Preservation Easement Close-out

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### PROPERTY OWNER ACKNOWLEDGEMENT

I, (Insert Property Owner Name), am the Property Owner of residential Property addressed as (Insert Full Property Address, City, State, Zip Code). I certify that I have read the Historic Preservation Easement Guide to Programs, fully understand the Preservation Easement's terms and conditions as set forth herein, and agree to be bound by the terms and legal agreements associated with the Program.

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By: \_\_\_\_\_  
Property Owner

Date: \_\_\_\_\_

### Acknowledgement by Property Owner

The Property Owner has:

- (a) read this Agreement and the applicable documents associated with the "Guide to Programs,"
- (b) fully understands the terms and conditions of the grant as set forth therein, and
- (c) agrees to be bound by those terms and conditions.

**Property Owner**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT I**

**HISTORIC PRESERVATION EASEMENT AGREEMENT – (DEED RESTRICTION)**

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**EXHIBIT H**  
**MATERIALS ALLOWANCE**

***THIS EXHIBIT IS NOT APPLICABLE TO THE  
PRESERVATION EASEMENT PROGRAM***

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_  
Approved by Resolution 45-~~2017~~2022 on ~~September XX, 2017~~May 25June 22, 2022

**EXHIBIT III**

**HISTORIC PRESERVATION EASEMENT PROGRAM APPLICATION**

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_  
Approved by Resolution 45-~~2017~~2022 on ~~September XX, 2017~~May 25 June 22, 2022

**EXHIBIT IV**

**HISTORIC PRESERVATION EASEMENT HOME PROGRAM OUTLINE**

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_  
Approved by Resolution 45-~~2017~~2022 on ~~September XX, 2017~~May 25~~June 22, 2022~~

**EXHIBIT V**

**REFERENCED CITY OF BLACK HAWK RESOLUTIONS**

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**EXHIBIT ~~VII~~**  
**FUNDING MATRIX**

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_  
Approved by Resolution 45-~~2017~~2022 on ~~September XX, 2017~~May 25, 2022

**PRESERVATION PROGRAM FUND GUIDE TO PROGRAMS**  
**CLEAN COPY**



**CITY OF BLACK HAWK  
HISTORIC PRESERVATION EASEMENT PROGRAM FUND  
GUIDE TO PROGRAMS**

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**PLEASE TAKE NOTE**

**THE CITY OF BLACK HAWK BELIEVES THAT COST OF THE WORK PERFORMED BY THE CITY UNDER THE HISTORIC PRESERVATION EASEMENT PROGRAM IS NOT TAXABLE INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS. AS SUCH, THE CITY WILL NOT BE REPORTING THE COST OF THE WORK TO STATE AND FEDERAL TAXING AUTHORITIES.**

**IF IT IS DETERMINED BY THE INTERNAL REVENUE SERVICE OR THE COLORADO DEPARTMENT OF REVENUE THAT THE COST OF THE PROJECTS IS TAXABLE INCOME TO THE PROPERTY OWNER, THE CITY WILL REIMBURSE PROPERTY OWNERS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE COST OF THE PROJECT.**

**REGARDLESS OF THE CITY'S AGREEMENT TO REIMBURSE PROPERTY OWNERS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES SHALL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER.**

**IF YOU AGREE TO PARTICIPATE IN THE HISTORIC PRESERVATION EASEMENT PROGRAM, YOU SHOULD CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE BENEFITS DESCRIBED IN THE HISTORIC PRESERVATION AND RESTORATION EASEMENT PROGRAM.**

## **SECTION 1: PROGRAM OVERVIEW**

### **a. BACKGROUND**

1. The City of Black Hawk established the Historic Restoration and Community Preservation Fund (“Fund”) within the City of Black Hawk General Fund to assist residential Property Owners within the City. The Black Hawk Preservation Easement Fund Guide to Programs (the “Program”) is intended to assist Property Owners in the rehabilitation and preservation of residential properties. This specifically includes the ability to keep the houses in the City that are defined as Qualified Properties (per Section 1.c) as functional, sustainable, and habitable. Property Owners, as set forth below, have one option for funding assistance in the rehabilitation and preservation of properties. The Preservation Easement Program is further described and defined in Section 3 of this Guide to Programs document. If the applicant is applying for a Rehabilitation Grant, they must also apply for the Preservation Easement to be administered concurrently.

### **b. PURPOSE**

1. The City has established goals to preserve the City’s architectural character with exterior improvements to buildings, while also assuring that the residences and any Qualified Properties are habitable. While not required to do so because the Program is funded in its entirety through the City of Black Hawk’s General Fund and not from revenues received or otherwise derived from the State Historical Fund, in order to attain these goals, the City seeks to preserve as many of the City’s structures as possible consistent with Colo. Rev. Stat. § 44-30.1-1202. The purpose of the fund, therefore, is to provide financial assistance that will promote the historic integrity, restoration and preservation of Black Hawk’s Qualified Properties and to provide for the continuation and enhancement of a functional, sustainable, healthy and vibrant Black Hawk residential community.
2. This Program is intended to enhance certain select areas of the City by providing Property Owners with the resources needed to rehabilitate and historically preserve Qualified Properties. The use of funds pursuant to the Program is only for the specific property address and work program recommended by the Historic Preservation Consultant and approved by the City Council, which is consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties, and complies with the City of Black Hawk Residential Design Guidelines.

### **c. DEFINITIONS**

1. Bed and Breakfast: A residential dwelling unit that provides sleeping accommodations for hire, for thirty (30) days or less, on a day-to-day basis, with one (1) or more meals per day included, at which an owner, manager or lessee of the property resides on the premises. Such use shall not include residential dwelling units with two (2) or more rental rooms or facilities which include retail or commercial activities of any kind. Commercial properties without a resident owner are not eligible for this Program.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.
4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.
5. Certificate of Architectural Compatibility (COAC): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of property in the City that has not been locally designated as a historic landmark. A COAC, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval is provided by the Historic Preservation Consultant.
6. City Council: The elected Board of Aldermen, plus the Mayor.
7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City's character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.
8. City Staff: An employee of the City of Black Hawk.
9. General Contractor: General Contractor: The Construction Manager/General Contractor (CM/GC) project delivery method allows the City of Black Hawk to engage a Construction Manager during the design process to provide constructability input. The Construction Manager is selected on the basis of qualifications, past experience or a best-value basis. During the design phase, the Construction Manager provides feedback regarding scheduling, pricing, phasing, identifying risks based on the Construction Manager's established means and methods and other input that helps the City of Black Hawk design a more constructible project. The City of Black Hawk and the Construction Manager negotiate a "guaranteed maximum price" for the construction of the project based on the defined scope and schedule. When the City of Black Hawk executes a contract for construction services, the Construction Manager becomes the General Contractor. The contracting company selected to oversee and manage the construction work. The contracting company selected to oversee and manage the construction work.
10. Construction Hard Costs: Costs related to labor and materials. Can also be referred to as "direct costs". A detailed breakdown of direct costs can be found on the Exterior and Interior Bid Forms.
11. Construction Soft Costs: Also referred to as "general conditions" or "indirect costs" include costs related to management, overhead and profit fees, permits, insurance, bonds, and other costs, such as dumpsters, portable toilets, weather protection, snow removal, temporary site fencing, etc., not directly related to the physical installation of the Scope of Work. A

detailed breakdown of general condition costs can be found on the General Conditions Bid Form.

12. Contributing Structure: Any building, structure, or object included on the property which adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.
13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by the Historic Preservation Commission.
14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.
15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.
16. Guide to Programs: This policy and procedures document, related to the Historic Restoration and Community Preservation Fund.
17. Habitable: A space in a building or structure for living, sleeping, eating or cooking that is conditioned and has electrical and plumbing services.
18. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.
19. Historic Preservation Easement: A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Program Funds will be expended on the Project in exchange for Property Owner's execution of a Historic Preservation Easement in favor of the City. The Easement runs with the land constituting the Property in perpetuity and is binding upon Grantor and the successors and assigns of Grantor for the benefit of the City. The Historic Preservation Easement is signed prior to Project, but recorded subsequent to Project completion. Work is completed via construction easements granted by the Property Owner. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor. The Preservation Easement is administered concurrently with a Rehabilitation Grant when applicable.
20. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.

21. License Agreement: A licensing agreement refers to a written agreement entered into by the contractual owner of a property or activity giving permission to another to use that property or engage in an activity in relation to that property.
22. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.
23. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.
24. National Historic Landmark Period of Significance: 1859 to 1918.
25. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the significance and/or physical integrity necessary to be listed as contributing.
26. Outbuildings: A building devoted exclusively for storage, not habitable, not attached to a principal building and not served by water and sewer, which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City. Examples of outbuildings include, but are not limited to: sheds, outhouses, coal sheds, carriage houses, detached garages, and carports. Outbuildings may be subject to additional regulations as outlined in the currently adopted version of the International Codes.
27. Owners Representative: An individual or entity designated by the City of Black Hawk to administer, on behalf of the City of Black Hawk and Property Owner the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.
28. Program: The Black Hawk Historic Restoration and Community Preservation Fund.
29. Property Owner (Owner): Property Owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized "Affidavit of Permission" or "Power-of-Attorney" from the Property Owner. For the purposes of this document, the terms Applicant and Property Owner are used interchangeably.
30. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
31. Qualified Properties: Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.

32. Rehabilitation Grant Program (Rehabilitation Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor and administered concurrently with Preservation Easement.
33. Roadway Easement: An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property.
34. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
35. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
36. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.
37. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, dumpster, portable toilet, etc.) for a limited amount of time.
38. Trade Contract Agreement (City): An agreement signed by the City of Black Hawk and the City selected General Contractor detailing the contract terms for any construction work as part of the Preservation Easement Program.

#### **d. PROGRAM GOALS**

1. The goal of the Preservation Easement Fund Program is to preserve the historic integrity and promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures must be maintained and preserved with materials that comply with the City of Black Hawk Residential Design Guidelines, and by methods consistent with those that will allow the structure to remain as a contributing structure in the historic district, consistent with the City's historic environs. Historically significant exterior finishes are expected to remain on each property. Evaluation, approval and rehabilitation of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Preservation Easement Guide to Programs.
2. For further guidance regarding the long-term preservation, maintenance, and proposed improvements on a property, Property Owner consults with professional staff in the Community Planning and Development Department. Additional information concerning structural and architectural improvements can be found in the City of Black Hawk Residential Design Guidelines, which is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, also available from the Community

Planning and Development Department.

**e. GENERAL PROGRAM INFORMATION**

The following considerations apply to all activities proposed and/or covered by the Program:

1. Projects will only be selected and authorized upon completion of an application in accordance with the requirements described in this Preservation Easement Guide to Programs.
2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.
3. The City Council shall have the authority in its sole discretion to deny any application submitted for a Preservation Easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.
4. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the Program. All Preservation Easement Program Agreements will be signed prior to issuance of Notice to Proceed to the General Contractor, but recorded upon completion of project.
5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Preservation Easement Guide to Programs on a prior project, to properly use a Preservation Easement for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.
6. The award of any Preservation Easement to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of Preservation Easement funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk.
7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, Community Planning and Development will place the Property Owner's name and address (first-come, first served basis) on the list of potential recipients for such Preservation Easement category. If such property is subsequently sold to a new Property Owner, the new Property Owner's name shall remain in the same priority

only if the previous Property Owner notifies the City of Black Hawk in writing with the new Property Owner's contact information at least 45 days prior to the closing. Upon receipt of the new Property Owners information, the Community Planning and Development Department shall notify the new Property Owner of the opportunity to have the property stay on the list of upcoming Preservation Easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request with a Letter of Intent. Community Planning and Development shall provide to City Council a copy of the new Property Owner's Letter of Intent for review and approval. If the new Property Owner does not notify the City of Black Hawk in writing with a Letter of Intent within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect and the property will be removed from the list.

If a Property Owner owns multiple Qualified Properties, an application may be made for each individual property. Properties will be placed on the list of potential recipients in the order in which the applications are received. The order of properties to receive grant funds, if owned by the same Property Owner and in sequential order on the grant approval list, may be modified from the order of application. Non-sequential properties owned by the same Property Owner may not be modified from the order of application.

8. Applications can only be made by the Property Owner, as defined in this Section. City will verify ownership with the County Assessor's records.
9. This Program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, no Category of Assistance included in this Program is to be utilized as a substitute for a Property Owner's property insurance policy.
10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be bound by the terms and conditions contained in the Preservation Easement Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners Representative services, and any other costs actually incurred.
11. All projects, whether via contract with the City or Property Owner, shall commence construction within twelve (12) months of the award of any Preservation Easement funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date one (1) year after issuance of the building permit and same date that all available and approved funds should be requested



from the City, with appropriate and required receipts and documentation, on or before that day.

Unless the City Council approves an extension of the expiration date, any funds remaining at the end of the project shall revert to the Preservation Easement Fund for use on other projects. In the event the Contractor or Property Owner fails to obtain a building permit and commence construction of a project within twelve (12) months of the Preservation Easement award, the Preservation Easement funds shall revert to the Historic Preservation Easement Program Fund for use on other projects and the property/project will move off the list of upcoming projects for the Historic Preservation Easement Fund Program.

12. It is the responsibility of the Property Owner subject to any Preservation Easement agreement being completed to keep the improvements paid for with the City-approved grant installed and on the property for a minimum of five (5) years. Changes to the Preservation Easement-paid improvements shall not be allowed (external to the building and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Preservation Easement.

#### **f. GENERAL EVALUATION CRITERIA**

1. The City's decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Preservation Easement Guide to Programs for any proposed project and the support that the project provides to the advancement of the City's restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:
  - A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.
  - B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.
  - C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.
  - D. Undertake critically needed improvements, restoration, and preservation of properties.
2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:
  - A. The significance of the property involved.
  - B. The physical condition of the property.
  - C. The quality of maintenance and repairs made to the property.
  - D. The quality of the proposal and the completeness of the application.

- E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.

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## SECTION 2: CATEGORIES OF ASSISTANCE

### a. CATEGORIES OF ASSISTANCE

The Historic Preservation Easement Fund Program includes two (2) components of assistance, which may be combined into any one Preservation Easement application and/or award.

1. Historic Habitable Exterior Square Footage Component (Presently Funded by the City)
2. Non- Historic Square Footage Component (Funded by the Property Owner)
3. Site Work Component (Not Presently Funded by the City)

All work conducted through the Preservation Easement Program shall be completed in accordance with the standards and specifications listed in the appropriate component/section in the Appendix of the Preservation Easement Guide to Programs.

### b. DESCRIPTION OF COMPONENTS

#### 1. Historic Habitable Square Footage

The Historic Habitable Square Footage Component is available to provide exterior preservation, stabilization and repair of the habitable Qualifying Historic House. Funding for a Historic Habitable House Square Footage Category of Assistance is required to be achieved through a Preservation Easement Grant as detailed in the attached Exhibit VI: Funding Matrix. Please consult with City staff to fully understand the Program goals and how a specific request for this component will be processed. The Site Work Component Categories of Assistance (rock walls, drainage/erosion control, site remediation, stairs, tree removal, fencing, and outbuildings) will be included in this component as well.

#### 2. Non-Historic Square Footage Component

Any Non-Historic square footage improvements are fully paid for by the Property Owner and includes:

- a. Design
- b. Wall/floor/roof framing.
- c. Wall/floor/ceiling finishes and trim (interior).
- d. Wall/roof insulation.
- e. Light fixtures, switches and outlets. To include wiring.
- f. Exterior siding and trim.
- g. Roofing assembly and gutters/downspouts.
- h. Heating source.
- i. Windows, doors (interior and exterior).
- j. Specific site improvements associated with addition

Each project is evaluated individually, so more costs may apply. The Property Owner will be responsible for paying all general conditions costs associated with the non-historic square footage improvements. General conditions will be included in the lump sum bid of the General Contractor or calculated as a percentage of the total general conditions given in the General Conditions Bid Form.

### **3. Site Work Component**

The Site Work Component retains the historic integrity of the property and is available for site stabilization, drainage, and remediation of Qualified Properties, which may include, but is not limited to:

- a. Repair or replacement of existing rock walls and/or construction of new rock walls or other types of retaining structures

- i. Easement Area: The Area of the Easement for Rock Retaining Walls encompasses any rock retaining wall within the immediate vicinity of the house, including the street side rock retaining walls. Walls that directly control erosion or drainage for the main house or historic outbuildings, or rock walls that are components of the Qualified Properties' historic environs are the focus of the Preservation Easement.

- ii. Scope of Easement: The Scope of the Preservation Easement is guided by the parameters set forth in Section 2.4 of the City of Black Hawk Residential Design Guidelines and the guiding principles below. The Property Owner should review the guidelines below to fully understand how rock retaining walls will be handled for all Preservation Easement projects. City Council has the final decision with regard to how the Design Guidelines and the guiding principles below are administered on each individual project.

- iii. Retaining Walls

1. Historic stone walls and other site features that are deteriorated should be repaired, restored, or replaced to maintain the historic integrity of the property.

- a. Examples of deterioration include: collapsed sections, areas missing stones, vegetation adverse to the function or appearance of the wall.

- b. All walls being repaired or replaced should be built using the City of Black Hawk standard details. Where applicable, IRC Section R105.2 may be applied to avoid using the standard details.

- c. Extent of repairs to be determined during scope of work phase.

2. Native stone retaining walls are encouraged.

- a. Stone walls should be similar in appearance to those seen historically, including finishing, joining and height.

- b. All walls should be built following an Ashlar pattern.

3. Retaining walls should be of dry stone or stone masonry and be compatible with other features onsite.

- a. Where any rock retaining walls are removed, an equal amount of rock wall shall be constructed as a part of the project.
  - b. All rock retaining walls shall have a dry stack appearance; false materials are inappropriate.
  - c. Log and railroad ties may be considered on a limited basis as cribbing, provided that the horizontal method of construction is used. *It is appropriate to replace existing cribbing with a rock retaining wall.*
  - d. Unfazed concrete, Jersey Barriers, artificial brick or stone, smooth block or concrete, slump block, stucco and rustic brick are not appropriate for use as retaining walls. These non-rock retaining walls may be used in areas that are not visible from the City's Right-of-Way per approval by City Council. All walls visible from the City's Right-of-Way should be or rock veneer retaining walls and have the same treatment on all exposed sides.
  - e. All concrete walls to be stained to match the surrounding area and is subject to City review and approval.
4. Painting or plastering over stone walls is inappropriate.
  5. Use walls to prevent erosion and drainage issues and not for esthetic or landscape purposes.
  6. Stone cap elements should be used on top of stone or masonry walls. The cap should be sloped and extend 1"-2" beyond the edge of the wall to allow water to drip off the cap rather than run down the face of the wall.
  7. Regrade as necessary to ensure that storm water and snow-melt drain away from the building.
  8. It is important that historic walls be retained and kept in good repair.
  9. Where wall failure has occurred, determine the sources of the damage and make the necessary repairs.
  10. Where necessary, reduce water pressure behind retaining walls by providing drains to allow moisture to pass through or around the wall.
  11. Do not increase the height of historic retaining walls by adding stone courses.
  12. Stone used in stone walls should reflect the scale and height of the wall. Tall and expansive walls should be constructed of larger stone and short and low walls should be constructed of small stone.

- b. Site grading to allow for appropriate drainage to or from a site
  - i. Topography and Grade
    - 1. Retain existing natural drainage patterns where possible; design new drainage systems to complement and follow the existing terrain.
      - a. Design drainage systems and storm water detention basins as amenities.
      - b. Ensure that project plans do not cause water to drain onto adjacent properties.
      - c. To preclude water damage to the base of the building, examine the grade of the surrounding site. Re-grade as necessary to ensure that storm water and snow-melt drain away from the building.
- c. Site Remediation
  - i. Site remediation projects to remove mine waste rock or contaminated mine tailings, which have been identified as presenting a danger to public health and safety.
- d. Tree Removal
  - i. Landscaping
    - 1. Consider removing trees that are causing damage to historic buildings and/or walls.

The Site Work Component may also include the addition of a fence to secure the perimeter of a Qualified Property, and will typically include one gate in order to provide access to the property. If an additional gate and/or gates are required in order to provide for a functional perimeter fence system, the cost for these additional gate(s) may be covered by the Historic Preservation Easement Fund if deemed appropriate and approved by the City Council. Wrought iron and wood fences should be installed along the street side property line and elsewhere it is visible from the City's Right-of-Way. Appropriate woven wire fencing should be used to enclose the remainder of the property. The scope of the Preservation Easement is guided by the parameters set forth in Section 2.3 of the City of Black Hawk Residential Design Guidelines.

- i. Fencing
 

Historically, fences were used to define property edges. Fences and railings in Black Hawk were generally constructed of wood and hand rails and posts that were significantly larger than their balusters. Some metal fences also were used. Today, railings and fences of metal, wood and stone walls will be considered. These should be compatible with the historic setting. Consult Community Planning and Development prior to planning a fence project.

  - 1. Painted wood, wrought iron, picket, woven wire, rail or stone fences are appropriate in residential-type areas.
    - a. Wrought iron fencing should be either black or rust colored.
  - 2. Preserve original fences where possible, replacing only those portions that are deteriorated beyond repair.
  - 3. Avoid solid or stockade wood fences, chain link, concrete block, plastic, fiberglass or plywood fences.

4. Fences shall be similar to those seen historically.
  - a. Fences should not exceed 42 inches in height in the front yard, and should not be less than 34 inches in height except variation may occur at grade changes.
  - b. The gap at the bottom of the fence should be minimized. A 4" gap, maximum, is recommended.
  - c. Fence gates should be of metal or wood, or of the same material and design as the fence which they are a part.
5. Materials which are architecturally compatible with the primary building on the site or with the streetscape and landscaping of the site should be used.

The Site Work Component may also be applied to qualified historic outbuildings. For the purposes of the Preservation Easement, an "Outbuilding", as defined in the above definition, would include, but not be limited to, sheds, outhouses, coal sheds, carriage houses, detached garages, and carports that qualify as historic per the Preservation Easement. The intent is stabilization of the structure.

- i. The scope of the Preservation Easement with regard to the rehabilitation of outbuildings is fully outlined below and reviewed and approved on a case by case basis by the City. The historic character of the structure shall be retained and preserved. Some outbuildings have changed over time; those changes that have acquired historic significance in their own right shall be retained and preserved. The scope of work should not change the buildings historic style. Replacement doors, windows, and siding should protect and reinforce the historic character. The scope of work accomplishes this by doing minimal repairs to the structural components and exterior envelop as necessary to stabilize and protect the outbuilding. City Council has final approval to determine the scope of work on each outbuilding. Further details are provided below for each component in the scope of work:

1. Excavation
  - a. Remove material against outbuilding as necessary to stabilize structure and make repairs.
2. Necessary Tree Removal
  - a. Remove trees as necessary to stabilize structure or to solve drainage or erosion control issues.
3. Deteriorated Historic Rock Walls
  - a. Refer to above section regarding Retaining Walls for further guidance.

4. Foundation Systems
  - a. Foundations will be address only as necessary to stabilize the structure. New retaining walls will be installed only to prevent erosion and drainage issues, per Retaining Wall section above.
5. Interior Floor
  - a. Existing interior floor condition will be evaluated by City Staff to determine if replacement or repair is appropriate.
  - b. Any damage to existing interior floor during rehabilitation will be repaired or replaced depending on extent of damage.
6. Exterior Doors and Hardware
  - a. Reuse historic door and hardware where possible. Add hasp where necessary. Any door replacement will be evaluated by City Staff.
  - b. Door replacement shall not exceed the cost as outlined in the project specific Materials Allowance.
7. Exterior Windows
  - a. Any existing windows will be replaced with a new fixed window assembly with single pane glass.
  - b. Window replacement shall not exceed the cost as outlined in project specific Materials Allowance.
8. Exterior Siding and Trim
  - a. Rotted or damaged siding and trim will be replaced in kind. Non-historically appropriate materials will be replaced with materials compatible with the historic style.
  - b. Appropriate materials include; vertical board and batten siding, wood clapboard siding, native stone, brick, and sheet metal siding.
9. Roofing
  - a. Material will be asphalt shingles, rolled roofing or metal roofing to match the house or the original historic style.
10. Sheet Metal and Flashing
  - a. Roof will be flashed as necessary to make the structure water tight.
11. Chimney
  - a. Restore exterior portion if existing.
12. Roof Framing Systems/Roof Replacement
  - a. Rotted or missing framing will be replaced to stabilize structure.
13. Exterior Wall Construction
  - a. Rotted or missing framing will be replaced to stabilize structure. Sheathing will be added as necessary to support siding.



14. Interior finishes (Drywall, insulation, vapor barrier, etc.)
  - a. If existing, condition of interior finishes to be evaluated by the City.
  - b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.
15. Fixed interior elements (Work benches, shelves, peg board, etc.) if existing.
  - a. If existing, condition of fixed interior elements to be evaluated by the City.
  - b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.
16. Insulation/Vapor Barrier if existing.
  - a. If existing, condition of insulation and vapor barrier to be evaluated by the City.
  - b. Staff to determine if repair or replacement is appropriate if damage occurs during the rehabilitation.
17. Electrical
  - a. If existing, extend new service to exterior of structure.
18. Gutters and downspouts
  - a. Replace in areas currently existing.
19. Excluded from Program
  - a. Gutters and downspouts if not existing.
  - b. Electrical if not existing.
  - c. Plumbing
  - d. Mechanical
  - e. Interior finishes (Drywall, insulation, vapor barrier, etc.) if not existing.
  - f. Fixed interior elements (Work benches, shelves, peg board, etc.) if not existing.
  - g. Insulation/Vapor Barrier if not existing.

Detailed bids will be required to be requested from qualified and financially sound General Contractors in accordance with the City's adopted Purchasing Policy. General Contractors must meet all pre-qualification requirements prior to execution of a contract.

Site Work Component funding may be available to previous Program Grant recipients. Applications will be reviewed by the City Council on a case-by-case basis via Certificate of Architectural Compatibility, if applicable, after a recommendation by Historic Preservation Consultant. In the event a Historic Habitable Square Footage Preservation Easement is awarded within three (3) years of the City Council awarding a Site Work grant, the Property Owner agrees to reimburse the City in full the total amount awarded on the Site Work Grant for construction hard costs only, prior to the award of the Historic Habitable Square Footage Preservation Easement.

This Program is not intended for, and should not be used as a substitute for, routine upkeep and care of a house, structure, property or prior improvements to the home and/or property.

All projects are subject to funding availability, and are subject to the annual budget and appropriation by the City Council of the City of Black Hawk.

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

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### **SECTION 3: HISTORIC PRESERVATION EASEMENT PROGRAM**

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

By applying for a grant under the Historic Restoration and Community Preservation Fund Grant Program (“Rehabilitation Grant”), a Property Owner agrees to participate in the City of Black Hawk Historic Preservation Easement Program. The goal of the work performed pursuant to the Historic Preservation Easement Program is to preserve the historic appearance and to maintain the structural integrity of the historic structures within the City. Since the work is viewed as primarily for the benefit of the City, all costs to the exterior are borne by the City. The following provisions and criteria shall apply:<sup>1</sup>

1. The Historic Preservation Easement work will be performed by the City consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties. A Certificate of Architectural Compatibility is required with all projects. The Property Owner agrees to work with the Architect and his/her design team, City staff, Owners Representative and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials, and character defining features (exterior only) are to remain, or be addressed appropriately in accordance with the standards and guidelines.
2. A Qualified Property cannot receive more than one (1) grant in each category, or in this case, approval of an application within the Historic Preservation Easement Program within any one-year period.
3. A Qualified Property must be located within a national historic landmark district, or within an area listed on the national register of historic places.
4. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.
5. Applications shall not be accepted from a private individual that does not own the residential property that is to be restored or preserved. Applications shall only be accepted from a defined Property Owner.
6. The City will pay for all work performed pursuant to the Historic Preservation Easement Program.
7. A Historic Preservation Easement Program application shall not be made for more than one (1) year at a time.
8. A member of the City Council of the City of Black Hawk shall disclose any personal interest in the Historic Preservation Easement Program before voting on the application.

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<sup>1</sup> An Applicant should be aware that the provisions of the Historic Preservation Easement Program, while in many respects is similar to the Rehabilitation Grant Program, does differ in many significant respects because of the fact any project under the Historic Preservation Easement Program will be a City of Black Hawk project. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.

9. Property Owner shall grant to the City a Historic Preservation Easement, and agree to encumber the property with the Easement, and the Property Owner shall further grant to the City the associated Temporary Construction Easements on the property that is the subject of the Project. The Easement runs with the land constituting the Property in perpetuity and is binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.
10. Determination of what work will be performed pursuant to the Historic Preservation Easement Program is at the sole discretion of the Board of Aldermen, and is subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

**b. CITY CONTROLS**

1. Property Owners with an eligible property must submit a Program application for a grant under the Historic Preservation Easement Program to the City.
  - A. In addition to proving eligibility, the application provides information regarding the location of the property to be restored and the extent of restoration proposed.

**B. The application shall state:**

APPLICANT UNDERSTANDS AND AGREES THAT PRIOR TO ANY CONSTRUCTION, APPLICANT SHALL GRANT TO THE CITY A TEMPORARY CONSTRUCTION EASEMENT NECESSARY TO COMPLETE THE WORK, AND SHALL EXECUTE A DEED RESTRICTION IN FAVOR OF THE CITY.

2. Along with the approval of an application by the City, Property Owners must enter into legal agreements with the City which describe the terms for participation in the Preservation Easement Program. Participation in the Preservation Easement Program requires a Preservation Easement Agreement. The Agreement indicates that:
  - a. The City and Property Owner will agree to the specific scope of the project as described in the construction drawings and project manual and schedule of the Project. The City will secure a General Contractor by the Construction Manager/General Contractor (CM/GC) project delivery method.

- b. The City selects the General Contractor, using a Construction Manager/General Contractor (CM/GC) project delivery method. General Contractor is the same for both the Historic Preservation Easement and the Property Owner's Rehabilitation Grant.
3. Program Funds will be expended on the Project in exchange for Property Owner's execution of a Historic Preservation Easement in favor of the City. The Easement runs with the land constituting the Property in perpetuity and is binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.
4. Historic Preservation Easement Program provisions (signed prior to Project, but recorded subsequent to Project completion) are in pertinent part as follows:
  - A. The exterior shall not be significantly altered either visually or structurally. For purposes of the Historic Preservation Easement Program, the exterior of the Property to which the Easement applies shall include all exterior features, and the drywall phase including installation and finish to a paintable surface for exterior walls only, and shall also include the sub-floor.
  - B. No demolition of existing structure is allowed without consent of the City. However, dismantling and storage of existing structure for reassembly is allowed.
  - C. No additional structural elements or architectural features may be added/built without the consent of the City.
  - D. The structure must be maintained in a good state of repair and be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
  - E. The City maintains a right of entry to inspect the property's interior and exterior at any time during construction.
  - F. Remedies for Property Owner's breach of the Easement:
    - i. Injunctive Relief
    - ii. Liquidated Damages
    - iii. City right of entry to make repairs at Property Owner's expense (lien)

5. If a mortgage or line of credit is recorded on the property, the mortgage holder must complete a Subordination of Rights prior to any work being performed at the property. If the mortgage holder refuses to execute such document, the application for the Preservation Easement Program will be denied.

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**APPENDIX 1**  
**PRESERVATION EASEMENT PROGRAM**  
**PROJECT CRITERIA/ PROCESS/PROCEDURE**

Appendix 1 is intended as a resource to educate and inform the Property Owner to the extent they completely comprehend and understand the Historic Preservation Easement Program review process and procedure.

For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

The Property Owner is required to meet with the City staff and Owners Representative to discuss their proposed project and potential eligibility. City staff and Owners Representative will introduce the general features of the Program as highlighted in the attachment:

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ORIENTATION / APPLICATION PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>Due Diligence Phase:</b>		
CP&D verifies ownership of property with Gilpin County		ARCH = Architect
CP&D confirms w/Gilpin County agreements recorded w/property		BO = Building Official
CP&D obtains Owner & Encumbrance Report/Title Work		CA = City Attorney
CP&D reviews past grants/reports for this property (Grant \$ spent)		CC = City Council
CP&D assigns Grant #, Project #, Type of Grant		CLERK = City Clerk
CP&D creates electronic file for documents (DropBox and CommunityCore)		CMGC = Construction Manager/General Contractor
<b>Orientation Meeting:</b>		COAC = Certificate of Architectural Compatibility
CP&D review Design Team Roles and Responsibilities		COR = City Owner's Rep
CP&D review HO/Power of Attorney Roles and Responsibilities		CP&D = Community Planning & Development
CP&D review Master Checklist		DRC = Development Review Committee
CP&D review Project Schedule		EC = Environmental Consultant
CP&D review Rehabilitation Grant Application/Guide to Programs/Agreement		ENG = Engineer
CP&D review Rehabilitation Trade Contractor Agreement between Homeowner and General Contractor		HO = Homeowner
CP&D review Preservation Easement Application/Guide to Programs/Agreement/Lender's Request for Subordination of Rights (if mortgage)		HP = Historic Preservation Consultant
CP&D review Preservation Trade Contractor Agreement between City and General Contractor		LU = Land Use Consultant
CP&D review W9 (file with Finance)		PW = Public Works
CP&D review Power of Attorney (if required)		RFCA = Request for Council Action
CP&D review Temporary Construction Easement HO/CoBH		SAN = Sanitation
CP&D review Temporary Construction Easement Neighboring Property/CoBH		
CP&D review Boundary Line Agreement(s)		
CP&D review License Agreement, if applicable		
CP&D review Funding Matrix		
CP&D review Home Program Outline		
CP&D review Homeowner Selection Guide		
CP&D review Materials Allowance List		
CP&D review Reference Black Hawk Resolutions		
CP&D review Dropbox Process & CommunityCore		
CP&D review Owner Escrow Account		
CP&D review Builder's Risk Insurance Requirement		
CP&D Homeowner's Insurance Requirement		
CP&D review Residential Design Guidelines		
CP&D review Standards for the Treatment of Historic Properties		
CP&D review Construction Manager/General Contractor Delivery Method		
CP&D review Certificate of Architectural Compatibility (COAC) Process & Land Use		
CP&D review Historic Preservation Responsibilities		
CP&D review City Council Review/Approval Process		
CP&D review Building Permit and CommunityCore Process		
CP&D determine Wet/Dry Utility Disconnection Date		
CP&D determine with HO Vacate Date		



<b>Application Phase:</b>			
HO submits separate applications (Rehabilitation/Preservation Easement)			

CONSTRUCTION MANAGER/GENERAL CONTRACTOR CHECKLIST		
	Date Done	Abbreviations:
<b><i>Request for Qualifications (RFQ) &amp; Request for Proposal (RFP):</i></b>		
CP&D define Purpose, Scope, Submittal Requirements, Schedule, Evaluation Criteria, Selection Process and Acknowledgement Statement		ARCH = Architect
CP&D create RFQ & Post on Rocky Mountain BidNet		BO = Building Official
*RFQ Available for Review: Thursday, June 6, 2022		CA = City Attorney
*Deadline for RFQ Questions: Thursday, June 16, 2022		CC = City Council
*Final Addendum to RFQ Issued (if necessary): Tuesday, June 21, 2022		CLERK = City Clerk
*CMGC Qualifications Due: Thursday, June 30, 2022 – 4:00 p.m.		CMGC = Construction Manager/General Contractor
*Interview Invitation and/or RFP Issued: Wednesday, July 6, 2022		COAC = Certificate of Architectural Compatibility
*Proposals Due from Shortlisted Candidates: Tuesday, August 2, 2022		COR = City Owner's Rep
*Contractor Interviews (at City's Option): Early August, 2022		CP&D = Community Planning & Development
*CP&D Requests Resolution from CA, Prepares Request for Council Action & Staff Report Sends to Clerk for inclusion in Council Packet: Early August, 2022		DRC = Development Review Committee
*CMGC Contract approved by City Council: Wednesday, August 10, 2022		EC = Environmental Consultant
*CMGC Joins Design Team for Project Startup: August 11, 2022		ENG = Engineer
*Desired Construction Start Date: April, 2023		HO = Homeowner
<b><i>Project Start Up:</i></b>		HP = Historic Preservation Consultant
CMGC creates Materials Cost Allowance Worksheet		LU = Land Use Consultant
		PW = Public Works
		RFCA = Request for Council Action
		SAN = Sanitation

ARCHITECT CONTRACT PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>Architect Professional Services Agreement (PSA) Historic Portion:</b>		
CP&D prepare Professional Services Agreement		ARCH = Architect
ARCH provide Scope of Work and Hourly Rates		BO = Building Official
ARCH provide Certificates of Insurance		CA = City Attorney
CP&D execute with ARCH		CC = City Council
CP&D oversee Architect HO Contract (Non-Historic Portion), if necessary		CLERK = City Clerk
<b>Agreement Approval - Historic Portion:</b>		CMGC = Construction Manager/General Contractor
CP&D request Resolution CA		COAC = Certificate of Architectural Compatibility
CP&D prepare Request for Council Action Historic Portion		COR = City Owner's Rep
CP&D submit Packet to Clerk		CP&D = Community Planning & Development
CP&D present to City Council for Review and Approval		DRC = Development Review Committee
CP&D notify ARCH of City Council Decision		EC = Environmental Consultant
<b>Agreement Approval - Non-Historic Portion:</b>		ENG = Engineer
ARCH & HO execute Non-historic Portion Contract, if necessary		HO = Homeowner
<b>Project Startup:</b>		HP = Historic Preservation Consultant
CP&D schedule Design Meeting Kickoff		LU = Land Use Consultant
		PW = Public Works
		RFCA = Request for Council Action
		SAN = Sanitation

AGREEMENT/CONTRACTS PHASE CHECKLIST		
(*All items handled by CP&D & HO)	Date Done	Abbreviations:
<b>EXECUTE LEGAL DOCUMENTS:</b>		
Rehabilitation Grant Guide to Programs		ARCH = Architect
Rehabilitation Grant Program Agreement		BO = Building Official
Preservation Easement Guide to Programs		CA = City Attorney
Historic Preservation Easement Agreement		CC = City Council
Lender's Request for Subordination of Rights (if have mortgage)		CLERK = City Clerk
W-9 (file with Financial Dept.)		CMGC = Construction Manager/General Contractor
Power of Attorney or Affidavit of Permission (if needed)		COAC = Certificate of Architectural Compatibility
Boundary Line Agreements (if needed/possible)		COR = City Owner's Rep
Temporary Construction Easements (HO/CoBH)		CP&D = Community Planning & Development
Temporary Construction Easements (neighbor/CoBH)		DRC = Development Review Committee
Roadway Easement/License Agreement (if needed)		EC = Environmental Consultant
		ENG = Engineer
		HO = Homeowner
		HP = Historic Preservation Consultant
		LU = Land Use Consultant
		PW = Public Works
		RFCA = Request for Council Action
		SAN = Sanitation

DESIGN PROCESS PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>OWNER &amp; ENCUMBRANCE REPORT:</b>		
CP&D requests report from Mountain Land Title, Mike Gilbert		ARCH = Architect
*Include any Easements, License Agreements, Boundary Line Agreements, etc.		
<b>APPRAISAL REPORT:</b>		BO = Building Official
CP&D schedule appraisal (Preservation Easement)		CA = City Attorney
<b>HISTORIC RESEARCH:</b>		CC = City Council
HP initiates Historic Resource Survey or Existing Buildings Survey (Interior/Exterior)		CLERK = City Clerk
CP&D/HP/HO determine which portions are eligible for grant (50 yrs. or older)		CMGC = Construction Manager/General Contractor
HO provides photos, etc. to document historic features		COAC = Certificate of Architectural Compatibility
<b>DESIGN TEAM ON-SITE STRATEGY MEETING:</b>		COR = City Owner's Rep
CP&D/COR/HP/HO identify what is historic/non-historic		CP&D = Community Planning & Development
Design Team Identify areas of concern:		DRC = Development Review Committee
*Sitework/Exterior (bridges, utilities, rock walls, mine waste, other)		EC = Environmental Consultant
*Code Review (exterior, interior, other)		ENG. = Engineer
*Historic Review (historic structures, demolition, other)		HO = Homeowner
*Project Photo documentation (Before/During/After)		HP = Historic Preservation Consultant
*Schedule Utility Locates & Disconnect of Wet/Dry Utilities		LU = Land Use Consultant
CP&D/COR/HP Discuss w/HO of cost code-compliant non-historic sections		PW = Public Works
CP&D/COR/HP Identify what will be kept/demolished		RICA = Request for Council Action
CP&D/COR/HP complete Home Program Outline Checklist w/HO		SAN = Sanitation
<b>EXISTING CONDITIONS:</b>		
CP&D provide Owner & Encumbrance Report to Surveyor		
CP&D schedule Property Site/Topo Survey (include Floodways, Need for Boundary Line Adj)		
CP&D obtain Stone Wall/Masonry Survey		
CP&D obtain Geotechnical Report		
<b>VACATE PREMISES:</b>		
CP&D notifies Homeowner to vacate premise		
<b>INSPECTIONS/TESTING:</b>		
CP&D schedule Lead Based Paint Survey		
CP&D schedule Radon Testing		
CP&D schedule Mold Survey and Remediation		
CP&D schedule Asbestos Survey and Remediation		
CP&D schedule mine tailings or mining waste rock determination		
<b>ABATEMENT/REMEDIATION:</b>		
CP&D/COR/EC: Lead Abatement		
CP&D/COR/EC: Radon Mitigation		
CP&D/COR/EC: Mold Abatement		

CP&D/COR/EC: Asbestos Abatement		
CP&D/COR/EC: Mine tailings or mining waste rock abatement		
CP&D/COR/EC: Remaining Demolition completed		
CP&D/COR/EC: Final Clearance		
<b>INTERIOR DEMOLITION:</b>		
CP&D & ARCH schedule Interior Demolition		
Remove all interior finishes down to studs, joints and rafters and document existing conditions		
HO agrees to pay escrow, if necessary		
HO signs off on design development drawings		
<b>INVESTIGATION PHASE:</b>		
CP&D/Arch/HO discuss Rehabilitation & Design		
Arch prepares Rehabilitation Goals Memo		
<b>AS MEASURED DRAWINGS:</b>		
CP&D/HP/ARCH: As-Builts (CAD)		
<b>CONCEPTUAL DESIGN establishes initial idea for Rehabilitation - 2 Meetings</b>		
Arch prepares Concept Design		
Arch assumes two (2) alternative floor plan schemes presented to HO		
Arch presents "Best Aspects" of the two (2) schemes noted by HO		
Arch presents follow-up revised Concept Design to HO		
HO signs off on concept design drawings		
<b>SCHEMATIC DESIGN 25% without Consulting: - 2 Meetings</b>		
Arch prepares Schematic Design package		
Arch includes potential floor plan framing upgrades & exterior elevation upgrades		
Arch presents to HO		
Discuss HVAC/Plumbing/Lighting/Electrical		
Discuss possible cost implications with CMGC		
Utilize this package for possible COAC/City Council		
HO signs off on schematic design drawings		
<b>DESIGN DEVELOPMENT 50% with Basic Consulting - 2 Meetings</b>		
Arch prepares Design Development package - include layouts of HVAC/Plumbing/Lighting		
Arch presents to HO		
Discuss HO selections including kitchen, bathroom, millwork, finishes, appliances and interior trim		
Arch confirms HO selections are within material allowance limits		
There is not an Interior Designer on the Design Team		
Arch/COR/CP&D/CMGC will review the cost implications of the HO selections		
HO agrees to pay escrow, if necessary		
HO signs off on design development drawings		

<b>CONSTRUCTION BID DRAWINGS 75% with Full Consulting - 3 Meetings</b>		
Arch to prepare Construction Drawing package		
Includes details of architectural, structural, mechanical, plumbing, electrical and civil		
Arch prepares colored exterior elevations and interior finish board		
Utilize this package for possible COAC/City Council		
Arch presents to HO		
Arch finalizes any revisions to the 75% package and identifies alternative for escrow acct		
Arch issues to the CMGC for Building Permit submission via CommunityCore		
Arch reviews Building Permit comments. Coordinate/add comments onto architectural and consulting engineering drawings		
HO confirms agreement to pay escrow, if necessary		
HO signs off on final design plan		
<b>CONSTRUCTION DRAWINGS 100% - 1 Meeting</b>		
Arch prepares 100% Construction Drawing package Design Development Meeting with DT		
HO enters into a Reimbursement Agreement for escrow account, if necessary		
HO signs off on final design plan		
<b>CONSTRUCTION ADMINISTRATION - 19 Site Visits</b>		
Architectural Visits - 12		
Structural & Civil Engineer Visits - 4		
HVAC/Plumbing/Lighting/Electrical Engineer Visits - 3		
Arch visits site at intervals appropriate to the state of construction to ensure when fully completed the project is in accordance with Construction Drawings		
Site Visits coincide with the following Milestones: *window/door installation *exterior siding/painting *HVAC/Plumbing/Lighting/Electrical rough-in *Drywall/texture installation *interior trim/millwork installation *floor finish installation *Painting/wallpaper *Final visit/punch list review exterior *Final visit/ punch list review interior		
Arch relies on COR to visit site weekly, furnish project review and forward questions/comments from CMGC and subcontractors		
Arch and COR review submittals, shop drawings and RFIs from the CMGC		
Design Team and HO will attend Design meetings via in person or Zoom		

LAND USE PROGRESS CHECKLIST		
	Date Done	Abbreviations:
<b>PRE-APPLICATION</b>		
HO submits Pre-Application via Community Core Any business day		ARCH = Architect
LU Accepts or denies application 2 business days after submittal		BO = Building Official
LU sends out <i>accepted</i> 1st/Pre-App Referral via Bluebeam 7 days after acceptance		CA = City Attorney
CP&D sends out DRC meeting invite Same day referral begins		CC = City Council
CP&D holds DRC meeting Wednesdays at 10:30 am		CLERK = City Clerk
Referral Ends/Comments Due from DRC members to LU 14 days after referral begins		CMGC = Construction Manager/General Contractor
LU uploads Pre-App Response to Community Core 7 days after referral ends		COAC = Certificate of Architectural Compatibility
		COR = City Owner's Rep
<b>ADDITIONAL SUBMITTALS &amp; REFERRALS</b>		CP&D = Community Planning & Development
		DRC = Development Review Committee
		EC = Environmental Consultant
<b>FINAL FORMAL APPLICATION</b>		ENG = Engineer
HO submits FINAL Formal Application via Community Core		HO = Homeowner
LU reviews application for completeness 3 business days after submittal; 1 day before referral begins		HP = Historic Preservation Consultant
LU sends out <i>complete</i> 2nd/Formal Referral via Bluebeam 1 day after application is determined complete		LU = Land Use Consultant
Referral Ends with few or no comments 14 days after referral begins		PW = Public Works
LU uploads referral comments to Community Core 7 days after referral ends		RFCA = Request for Council Action
		SAN = Sanitation
<b>PUBLIC HEARING NOTIFICATION</b>		
CP&D and LU determine item can be placed on the City Council Agenda 2 business days before Notice is due to Clerk		
LU sends Newspaper Notice and Sign Posting instructions to CP&D by 3 pm CP&D forwards Newspaper Notice to Clerk by 5 pm 8 days before newspaper notification		



<b>Clerk</b> sends Newspaper Notice to the Weekly Register Call <b>CP&amp;D</b> prepares sign(s) for posting & notifies applicant 7 days before newspaper publication		
<b>Weekly Register Call</b> publishes Newspaper Notice 20 days before CC Meeting		
<b>HO</b> posts signs on property 15 days before CC Meeting		
<b>PUBLIC HEARING</b>		
<b>LU</b> forwards Staff Report and RFCA to CP&D <b>CP&amp;D</b> Requests Resolution or Ordinance from City Attorney 14 days before CC Meeting		
<b>CP&amp;D</b> sends packets to the Clerk by 12 noon 7 days before CC Meeting		
<b>Clerk</b> distributes Council Packet and Agenda to City Council 6 days before CC Meeting		
<b>LU</b> prepares/forwards presentation to the Clerk 1 day before CC Meeting		
<b>City Council Meeting</b> <b>LU Presents Item</b>		
<b>POST DECISION TASKS</b>		
File the Signed (or Recorded) Resolution or Ordinance in BOTH the <u>LU server</u> and the <u>CoBH Dropbox</u> at the following locations: - in the project folder - in the ALL Resolutions and Ordinances folder - in the ALL Sign Plans folder (for CSP's) - In the ALL Site Plans folder (for SDPs) - in the All Recorded Docs folder (for Annexations, Subdivision Plats and PUDs) - in the ALL Certificates of Insurance folder for License Agreements		
Update the Workflow in Community Core		
Distribute Final docs to the Applicant		
Conduct COAC Inspection (if needed)		
Prepare COAC Inspection Report		
Distribute COAC Inspection Report to City and HO		
File Inspection report in CoBH Dropbox		

HPC/CC APPROVAL PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>CC REVIEW/APPROVAL</b>		
LU forwards Staff Report and RFCA to CP&D		ARCH = Architect
CP&D Requests Resolution or Ordinance from City Attorney		
14 days before CC Meeting		
CP&D send report to CA to prep resolution		BO = Building Official
CP&D sends packets to the Clerk by 12 noon		CA = City Attorney
7 days before CC Meeting		
Clerk distributes Council Packet and Agenda to City Council		CC = City Council
6 days before CC Meeting		
LU prepares/forwards presentation to the Clerk		CLERK = City Clerk
1 day before CC Meeting		
City Council Meeting		CMGC = Construction Manager/General Contractor
		COAC = Certificate of Architectural Compatibility
<b>POST DECISION TASKS</b>		COR = City Owner's Rep
File the Signed (or Recorded) Resolution or Ordinance in BOTH the <u>BEC server</u> and the <u>CoBH Dropbox</u> at the following locations:		CP&D = Community Planning & Development
- in the project folder		
- in the ALL Resolutions and Ordinances folder		
- in the ALL Sign Plans folder (for CSP's)		
- In the ALL Site Plans folder (for SDPs)		
- in the All Recorded Docs folder (for Annexations, Subdivision Plats and PUDs)		
- in the ALL Certificates of Insurance folder for License Agreements		
Update the Workflow in Community Core		DRC = Development Review Committee
Distribute Final docs to the Applicant		EC = Environmental Consultant
Conduct COAC Inspection (if needed)		ENG = Engineer
Prepare COAC Inspection Report		HO = Homeowner
Distribute COAC Inspection Report to City and Applicant		HP = Historic Preservation Consultant
File Inspection report in CoBH Dropbox		LU = Land Use Consultant
Construction Drawings out to BO for plan review		PW = Public Works
		RFCA = Request for Council Action
<b>HPC /INFORMATION ONLY/ NO APPROVAL</b>		SAN = Sanitation
CP&D forwards CC Packet to HPC - Informational Only		

CONSTRUCTION PHASE CHECKLIST		
(CP&D/HP/COR/HO/HOR/GC/ARCH responsible for all items on this list)	Date Done	Abbreviations:
<b>Pre-Construction:</b>		
Homeowner Escrow of Material Upgrade Funds (obtain check, if needed)		ARCH = Architect
Execute Trade Contract Agreement w/HO & CMGC		BO = Building Official
Issue Notice to Proceed		CA = City Attorney
Builders Risk insurance - add HO, CoBH & OR as add'l insured		CC = City Council
Obtain Payment & Performance Bonds		CLERK = City Clerk
GMGC provide Subcontractor List for Contractor Registration & Business License		CMGC = Construction Manager/General Contractor
Issue Temporary Construction Easement Commencement Letter		COAC = Certificate of Architectural Compatibility
Kick-off Meeting (incl Safety Plan discussion)		COR = City Owner's Rep
Review procedures for pay apps, submittals, RFIs, change orders, sketch logs		CP&D = Community Planning & Development
Set up FBO (For the Benefit Of) Check Process		DRC = Development Review Committee
GC pulls separate building permits for historic and non-historic through CommunityCore		EC = Environmental Consultant
GC determine Laydown Area and Obtain Temporary Use permits from CP&D		ENG = Engineer
GC obtain Street Cut permit (if needed) from PW		HO = Homeowner
GC obtain Right-of-Way Street Closure permit (when needed) from PW		HP = Historic Preservation Consultant
GC obtain project-specific Parking Permits for construction crew from CP&D		LU = Land Use Consultant
<b>Active Construction:</b>		PW = Public Works
Begin collecting/reviewing pay apps, submittals, RFIs, change orders, sketch logs		RFCA = Request for Council Action
Electrical rough-in "box walk" (if HO wants changes, they pay Change Order)		SAN = Sanitation
Drawings, Inspections and Reports available via CommunityCore		

CLOSE-OUT PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>Construction Close-Out</b>		
CP&D/BI Meter Release		ARCH = Architect
CMGC transfers utilities back to HO's name		BO = Building Official
HO confirms final utility bills were paid by GC		CA = City Attorney
<b>Punch Walk/List</b>		CC = City Council
CMGC creates & completes preliminary punch list		CLERK = City Clerk
COR creates Punch List with input from Design Team		CMGC = Construction Manager/General Contractor
HO signs off on all final Punch List items		COAC = Certificate of Architectural Compatibility
ARCH signs off on all final Punch List items		COR = City Owner's Rep
COR signs off on all final Punch List items		CP&D = Community Planning & Development
HO (if applicable) signs off on all final Punch List items		DRC = Development Review Committee
CMGC signs off on all final Punch List items		EC = Environmental Consultant
Certificate of Substantial Completion Historic Interior)		ENG = Engineer
Certificate of Substantial Completion (Historic Exterior)		HO = Homeowner
<b>Final Items</b>		HP = Historic Preservation Consultant
COR/CMGC/ARCH: O&M Manuals		LU = Land Use Consultant
COR/CMGC/ARCH: As-Built/Record Drawings		PW = Public Works
<b>Retainage</b>		RFCA = Request for Council Action
CMGC's Affidavit of Payment of Debts & Claims		SAN = Sanitation
CP&D/COR: Submit Retainage Pay Application (incl Final Lien Waivers)		
CP&D/COR: Advertise for Release of Retention		
CP&D/COR: Final Payment		
CP&D/COR: Final Unconditional Lien Release		
<b>Grant Close-Out</b>		
CP&D/COR: Update Grant Reconciliation Sheets		
CP&D/COR: Record Preservation Easement Agreement w/City Clerk		
CP&D/COR: Add City to HO Insurance COI as additionally insured		
CP&D ensures HO receives Federal & State Tax Liability Forms when 1099s sent in January		
CP&D schedules Warranty Walks 11 months after Substantial Completion date		

### **PROPERTY OWNER ACKNOWLEDGEMENT**

I, **(Insert Property Owner Name)**, am the Property Owner of residential Property addressed as **(Insert Full Property Address, City, State, Zip Code)**. I certify that I have read the Historic Preservation Easement Guide to Programs, fully understand the Preservation Easement's terms and conditions as set forth herein, and agree to be bound by the terms and legal agreements associated with the Program.

By: \_\_\_\_\_  
Property Owner

Date: \_\_\_\_\_

DRAFT

**EXHIBIT I**

**HISTORIC PRESERVATION EASEMENT AGREEMENT – (DEED RESTRICTION)**

DRAFT

## HISTORIC PRESERVATION EASEMENT

This **HISTORIC PRESERVATION EASEMENT AGREEMENT** (the "**Easement**") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ whose property address is \_\_\_\_\_, Black Hawk, Colorado 80422 ("**Grantor**"), and the **CITY OF BLACK HAWK**, a Colorado home rule municipality, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422 (the "**City**").

### WITNESSETH

WHEREAS, Grantor owns certain real property (the "**Property**") and the improvements thereon (the "**Structure**") located at \_\_\_\_\_, in the City of Black Hawk, Gilpin County, Colorado, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference;

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

8. Remedies for Breach.

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

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

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

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

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

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

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

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

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

**CITY OF BLACK HAWK**

\_\_\_\_\_  
David D. Spellman, Mayor

**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

## GRANTOR

By: \_\_\_\_\_  
Insert Grantor Name

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

Notary Public

## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

Property is located at \_\_\_\_\_, legally described as \_\_\_\_\_  
\_\_\_\_\_, City  
of Black Hawk, based upon the City of Black Hawk survey map of Block \_\_\_\_\_, of the  
Map of Black Hawk, surveyed by Albert Johnson City Surveyor, dated May and June 1866, City  
of Black Hawk, County of Gilpin, State of Colorado

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## **EXHIBIT B**

### **HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY**

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

### **PROPERTY AND STRUCTURE MAINTENANCE**

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

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**EXHIBIT C**  
**SECURITY INSTRUMENT**

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

OR

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

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## **EXHIBIT D**

### **PARTIAL SUBORDINATION OF RIGHTS**

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

OR

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

REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS

Page 1 of 2

\_\_\_\_\_

Date

\_\_\_\_\_  
\_\_\_\_\_

Original Grantor (Borrower)

\_\_\_\_\_  
\_\_\_\_\_

Original Beneficiary (Lender)

\_\_\_\_\_

Date of Deed of Trust

\_\_\_\_\_

Recording Date of Deed of Trust

\_\_\_\_\_

County of Recording of Recorded Deed of Trust

\_\_\_\_\_

Reception No. of Recorded Deed of Trust

\_\_\_\_\_

Book and Page of Recorded Deed of Trust

Book

Page

**BORROWER:**

\_\_\_\_\_

STATE OF COLORADO )

)ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ Borrower.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary

**PARTIAL SUBORDINATION OF RIGHTS**

**Page 2 of 2**

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

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

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

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

**LENDER:**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**CITY OF** \_\_\_\_\_, **STATE OF** \_\_\_\_\_

**Please return signed original to:**

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

**PARTIAL SUBORDINATION OF RIGHTS  
COVER LETTER EXAMPLE**

Date: \_\_\_\_\_

Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Request for Partial Subordination of Rights  
Property Address: \_\_\_\_\_

To Whom It May Concern:

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

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

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

Sincerely,

\_\_\_\_\_  
Property Owner

**EXHIBIT II**  
**FUNDING MATRIX**

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## HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND FUNDING MATRIX

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

<b><u>Scope of Work</u></b>	<b><u>Preservation Easement</u></b>	<b><u>Rehabilitation Grant</u></b>	<b><u>Comments</u></b>
Trim		✓	
Interior Doors and Hardware		✓	
Countertops		✓	
Backsplash		✓	
Shower and Bath Accessories		✓	
Kitchen Fixtures		✓	
Bathroom Fixtures		✓	
Hose Bibs		✓	
Heating Systems		✓	
Ventilation Systems		✓	
Interior Rough MEP Utilities	✓		
Interior Trim MEP Utilities		✓	
BBQ Gas Line	✓		
Interior Lighting		✓	
Exterior Lighting	✓		
Ceiling Fans		✓	
Fire and Carbon Monoxide Detection		✓	
Radon Mitigation Systems	✓	✓	Rehabilitation Grant, if not included in a complete Rehabilitation with a Preservation Easement.

**REHABILITATION GUIDE TO PROGRAMS**  
**REDLINE COPY**





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

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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**PLEASE TAKE NOTE**

**THE GRANTS AWARDED UNDER THE REHABILITATION GRANT PROGRAM ARE CONSIDERED INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS.**

**ANY REHABILITATION GRANT THAT IS APPROVED BY THE CITY WILL BE REPORTED TO STATE AND FEDERAL TAXING AUTHORITIES. AS PART OF THE REHABILITATION GRANT PROGRAM AND TO THE EXTENT PERMITTED BY LAW, THE CITY WILL REIMBURSE REHABILITATION GRANT RECIPIENTS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE DISBURSEMENT OF GRANT FUNDS IF REQUIRED DOCUMENTATION IS TIMELY FILED WITH THE CITY. [ALTERNATIVE. GRANT RECIPIENTS MAY BE REQUIRED TO APPLY FOR THE COLORADO HISTORIC PRESERVATION INCOME TAX CREDIT.]**

**REGARDLESS OF THE CITY'S AGREEMENT TO REIMBURSE GRANT RECIPIENTS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES REMAINS THE RESPONSIBILITY OF THE GRANT RECIPIENT.**

**PLEASE CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE GRANTS DESCRIBED IN THIS PROGRAM AND AS THE RESULT OF THE CITY'S REIMBURSEMENT OF YOUR TAX LIABILITY.**

**NOTE THAT IF YOU SELL YOUR PROPERTY WITHIN FIVE YEARS OF HAVING RECEIVED A REHABILITATION GRANT, YOU MAY BE LIABLE TO REPAY THE CITY A PORTION OF THE GRANT RECEIVED AND TAXES REIMBURSED.**

## **SECTION 1: PROGRAM OVERVIEW**

### **a. BACKGROUND**

~~The Constitution for the State of Colorado provides that a portion of the gaming tax revenues be returned to the City of Black Hawk, specifically for restoration and preservation of the City of Black Hawk.~~ The City of Black Hawk established the Historic Restoration and Community Preservation Fund ("Fund") to assist residential property owners within the City. The Black Hawk Historic Rehabilitation Fund Guide to Programs (the "Program") is intended to assist ~~p~~Property Owners in the rehabilitation and preservation of residential properties. This specifically includes the ability to keep the houses in the City that are defined as Qualified Properties as functional, sustainable, and habitable. Property Owners, as set forth below, have two options for funding assistance in the rehabilitation and preservation of properties, which may be combined. The Historic Rehabilitation Grant Program is further described and defined in Sections 2 and 3 of this Guide to Programs document.

### **b. PURPOSE**

The City has established goals to preserve the City's architectural character with exterior improvements to buildings, while also assuring that the residences and any Qualified Properties are habitable. ~~While not required to do so because the Program is funded in its entirety through the City of Black Hawk's General Fund and not from revenues received or otherwise derived from the State Historical fund, in~~ order to attain these goals, the City seeks to preserve as many of the City's structures as possible ~~in accordance~~ consistent with Colo. Rev. Stat. § ~~30.1-1202+2-47.1-1202~~. The purpose of the fund, therefore, is to provide financial assistance that will promote the restoration and preservation of Black Hawk's Qualified Properties and to provide for the continuation and enhancement of a functional, sustainable, healthy and vibrant Black Hawk residential community.

This program is intended to enhance certain select areas of the City by providing Property Owners with the resources needed to rehabilitate and historically preserve Qualified Properties. The use of funds pursuant to the Program is only for the specific property address and work program recommended by the Historic Preservation ~~Commission (HPC) Consultant~~ and approved by the City Council, which is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, and complies with the City of Black Hawk Residential Design Guidelines.

### **c. DEFINITIONS**

1. Bed and Breakfast: A residential dwelling unit that provides sleeping accommodations for hire, for thirty (30) days or less, on a day-to-day basis, with one (1) or more meals per day included, at which an owner, manager or lessee of the property resides on the premises. Such use shall not include residential dwelling units with two (2) or more rental rooms or facilities which include retail or commercial activities of any kind. Commercial properties without a resident owner are not eligible for this Program.

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~~on May 23 June 22, 2022~~

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2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.
4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.
5. Certificate of Architectural Compatibility (COAC): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of property in the City that has not been locally designated as a historic landmark. A COAC, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval is provided by the Historic Preservation Consultant.
5. ~~Certificate of Appropriateness (COA): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of a historic landmark. A COA, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval must be provided by HPC.~~
6. City Council: The elected Board of Aldermen, plus the Mayor.
7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City's character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.
8. City Staff: An employee of the City of Black Hawk.
9. ~~General Contractor: The contracting company selected to oversee and manage the construction work.~~
9. General Contractor: The Construction Manager/General Contractor (CM/GC) project delivery method allows the City of Black Hawk to engage a Construction Manager during the design process to provide constructability input. The Construction Manager is selected on the basis of qualifications, past experience or a best-value basis. During the design phase, the Construction Manager provides feedback regarding scheduling, pricing, phasing, identifying risks based on the Construction Manager's established means and methods and other input that helps the City of Black Hawk design a more constructible project. The City of Black Hawk and the Construction Manager negotiate a "guaranteed maximum price" for the construction of the project based on the defined scope and schedule. When the City of Black Hawk executes a contract for construction services, the Construction Manager becomes the General Contractor.
10. Construction Hard Costs: Costs related to labor and materials. Can also be referred to as "direct costs". A detailed breakdown of direct costs can be found on the Exterior and

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

Interior Bid Forms.

11. Construction Soft Costs: Also referred to as “general conditions” or “indirect costs” include costs related to management, overhead and profit, fees, permits, insurance, bonds, and other costs, such as dumpsters, portable toilets, weather protection, snow removal, temporary site fencing, etc., not directly related to the physical installation of the Scope of Work. A detailed breakdown of general condition costs can be found on the General Conditions Bid Form.
12. Contributing Structure: Any building, structure, or object included on the property which adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.
13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by HPC.

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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~~on May 23~~ June 22, 2022

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14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.
15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.
16. Guide to Programs: This policy and procedures document, related to the Historic Restoration and Community Preservation Fund.
17. Habitable: A space in a building or structure for living, sleeping, eating or cooking that is conditioned and has electrical and plumbing services.
18. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.
19. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.
20. License Agreement: A licensing agreement refers to a written agreement entered into by the contractual owner of a property or activity giving permission to another to use that property or engage in an activity in relation to that property.
21. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.
22. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.
23. National Historic Landmark Period of Significance: 1859 to 1918.
24. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the significance and/or physical integrity necessary to be listed as contributing.

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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25. Outbuildings: A building devoted exclusively to an accessory use and not attached to a principal building by any roofed structure, which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City. Examples of outbuildings include, but are not limited to: sheds, outhouses, coal sheds, carriage houses, detached garages, and carports. Outbuildings may be subject to additional regulations as outlined in the currently adopted version of the International Residential Code.

26. Owners Representative: An individual or entity designated by the the City of Black Hawk to administer, on behalf of the City of Black Hawk and Property Owner the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.

~~26. Owners Representative: An entity designated by the Owner (City of Black Hawk and/or Property Owner) to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.~~

27. City of Black Hawk Historic Preservation Easement Program (Preservation Easement): A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Work is completed via construction easements granted by the Property Owner.

28. Program: The Black Hawk Historic Restoration and Community Preservation Fund.

29. Property Owner (Owner): Property owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized "Affidavit of Permission" or "Power-of-Attorney" from the Property Owner. For the purposes of this document, the terms Applicant and Property Owner are used interchangeably.

30. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

31. Qualified Properties: Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.

32. Rehabilitation Grant Program (Rehabilitation Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor.

33. Roadway Easement: An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property. Also applicable when portions

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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of the existing structure are located within the public right of way.

34. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
35. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
36. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.
37. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.
38. Trade Contract Agreement (Property Owner): An agreement signed by the Property Owner and the ~~successful~~ City selected General Contractor detailing the contract terms and alternates for any construction work as part of the Rehabilitation Grant Program.

#### d. PROGRAM GOALS

The goal of the Historic Restoration and Community Preservation Fund Program is to promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures must be maintained and preserved with materials that comply with the City of Black Hawk Residential Design Guidelines, and by methods consistent with those that will allow the structure to remain as a contributing structure in the historic district. Historically significant exterior and interior finishes are expected to remain on each property. Evaluation, approval and rehabilitation of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Guide to Programs.

For further guidance regarding the long-term preservation, maintenance, and proposed improvements on a property, consults with professional staff in the Community Planning and Development Department. Additional information concerning structural and architectural improvements can be found in the City of Black Hawk Residential Design Guidelines, which is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, also available from the Community Planning and Development Department.

#### e. GENERAL PROGRAM INFORMATION

The following considerations apply to all activities proposed and/or covered by the Program:

1. Projects will only be selected and authorized upon completion of an application in

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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accordance with the requirements described in this Rehabilitation Grant Guide to Programs.

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.
3. The City Council shall have the authority in its sole discretion to deny any application submitted for a grant or easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.
4. Failure to sign and enter into the necessary legal agreements will disqualify Applicants from participation in the program. All Rehabilitation Grant Program Agreements will be signed prior to issuance of Notice to Proceed to the ~~g~~General ~~e~~Contractor.
5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Rehabilitation Grant Guide to Programs on a prior project, to properly use a grant for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.
6. The award of any grant to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of grant funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk. Once a Rehabilitation Grant has been awarded for a Full Building Component, the interior is no longer eligible to receive additional grants under this particular component/Category of Assistance.
7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, Community Planning and Development will place the Property Owner's name and address (first-come, first served basis) on the list of potential recipients for such grant category. If such property is subsequently sold to a new Property Owner, the new Property Owner's name shall remain in the same priority only if the previous Property Owner notifies the City of Black Hawk in writing with the new Property Owner's contact information at least 45 days prior to the closing. Upon receipt of the new Property Owners information, the Community Planning and Development Department shall notify the new Property Owner of the opportunity to have the property stay on the list of upcoming grant or easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request with a Letter of Intent. Community Planning and Development shall provide to City Council a copy of the new

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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Property Owner's Letter of Intent for review and approval. If the new Property Owner does not notify the City of Black Hawk in writing with a Letter of Intent within the 45 days after receiving the notification letter from Community Planning and Development, the original application from the previous Property Owner will be deemed of no effect and the property will be removed from the list.

- ~~7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, the Property Owner's name and address will be placed (first-come, first-served basis) on the list of potential recipients for such grant category. If such property is subsequently sold to a new owner, the new owner's name shall remain in the same priority if the new owner makes a request in writing within 45 days of the date of notification as set forth herein. The Community Planning and Development Department shall notify the new owner of the property of the opportunity to have the property stay on the list of upcoming grant or easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request. If the new Property Owner does not notify the City of Black Hawk in writing within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect.~~

If a Property Owner owns multiple Qualified Properties, an application may be made for each individual property. Properties will be placed on the list of potential recipients in the order in which the applications are received. The order of properties to receive grant funds, if owned by the same Property Owner and in sequential order on the grant approval list, may be modified from the order of application. Non-sequential properties owned by the same Property Owner may not be modified from the order of application.

8. Applications can only be made by the Property Owner, as defined in this Section.
9. This program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, no Category of Assistance included in this program is to be utilized as a substitute for a Property Owner's property insurance policy.
10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be bound by the terms and conditions contained in the Historic Rehabilitation Grant Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners Representative services, and any other costs actually incurred.

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11. All projects, whether via contract with the City or Property Owner, shall commence construction within twelve (12) months of the award of any grant funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date (one (1) year after issuance of the building permit), and same date that all available and approved funds should be requested from the City, with appropriate and required receipts and documentation, on or before that day. Unless the City Council approves an extension of the expiration date, any funds remaining at the end of the project shall revert to the Historic Rehabilitation grant Fund for use on other projects. In the event the Contractor/Property Owner fails to obtain a building permit and commence construction of a project within twelve (12) months of the grant award, the grant funds shall revert to the Historic Rehabilitation Grant Fund for use on other projects and the property/project will move off the list of upcoming projects for the Historic Restoration and Community Preservation Fund Program.

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12. It is the responsibility of the Property Owner subject to any Rehabilitation Grant agreement being completed to keep the improvements paid for with the City-approved grant installed and on the property for a minimum of five (5) years. Changes to the Rehabilitation Grant-paid improvements shall not be allowed (both internal and external to the building and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Rehabilitation Grant.

**f. GENERAL EVALUATION CRITERIA**

1. The City's decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Guide to Programs for any proposed project and the support that the project provides to the advancement of the City's restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:
  - A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.
  - B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.
  - C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.
  - D. Undertake critically needed improvements, restoration, and preservation of properties.
2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:
  - A. The significance of the property involved.
  - B. The physical condition of the property.
  - C. The quality of maintenance and repairs made to the property.
  - D. The quality of the proposal and the completeness of the application.
  - E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.

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## SECTION 2: CATEGORIES OF ASSISTANCE

### a. CATEGORIES OF ASSISTANCE

The Historic Rehabilitation Fund Grant Program includes three (3) components of assistance, which may be combined into any one grant application and/or award.

1. Historic Habitable Interior Square Footage Component (Presently Funded by the City)
2. Non-Historic Habitable Interior Square Footage Component (Funded by the Property Owner)
3. Emergency Component (Not Presently Funded by the City)
4. Radon Mitigation Component (Not Presently Funded by the City)

All work conducted through the Rehabilitation Grant program shall be completed in accordance with the standards and specifications listed in the appropriate component/section in the Appendix of the Guide to Programs.

### b. DESCRIPTION OF COMPONENTS

#### 1. Historic Habitable Interior Square Footage Component

The Historic Habitable Interior Square Footage Component is available to provide interior rehabilitation, stabilization and repair of Qualified Historic Habitable Interior Square Footage. Funding for a Full Building Category of Assistance is required to be achieved through a Rehabilitation Grant. Once funding has been awarded for a Full Building Component, the interior is no longer eligible to receive additional funding under this component. Please consult with City staff ~~and the Owners Representative~~ to fully understand how a specific request for this component will be processed. This component may be combined with the Non-Historic House Interior Square Footage Component.

#### 2. Non-Historic House Interior Square Footage Component

Any Non-Historic square footage improvements are fully paid for by the homeowner and include:

- a. Design
- b. Wall/floor/roof framing.
- c. Wall/floor/ceiling finishes and trim (interior).
- d. Wall/roof insulation.
- e. Light fixtures, switches and outlets. To include wiring.
- f. Exterior siding and trim.
- g. Roofing assembly and gutters/downspouts.
- h. Heating source.
- i. Windows, doors (interior and exterior).
- j. Specific site improvements associated with addition

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Each project is evaluated individually, so more costs may apply. The ~~p~~Property ~~e~~Owner will be responsible for paying all general conditions costs associated with the non-historic square footage improvements. General conditions will be included in the lump sum bid of the ~~e~~General ~~e~~Contractor or calculated as a percentage of the total general conditions given in the General Conditions Bid Form.

### 3. **Emergency Component**

The Emergency Component was created to provide relief for owners of a Qualified Property that experience an emergency defined as unexpected life safety or habitability issues that warrant the need for immediate attention for repair or replacement, and may also cause damage to other portions of the residence.

This component is not to be utilized as a substitute for routine maintenance tasks, or for issues that do not threaten the historic structure on the property. Replacement of forced air furnaces, water heaters and/or boilers may be considered if they are determined to be at least 10 years old. Please note that the intent of this component is only to completely replace items such as forced air furnaces, water heaters and/or boilers if it is determined by a qualified professional approved by City staff that a complete replacement will be more cost effective than replacement of individual system components, which is considered a routine maintenance task to be completed and paid for by the Property Owner. A determination by a qualified professional approved by City staff that the life safety or habitability issue referenced in the grant application is a result of a Property Owner's lack of routine maintenance and/or neglect of a specific building system component will be grounds to deny any requested Emergency Component grant. Items included in this component may include (but are not limited to): replacement of water heaters, boilers and furnaces, gas line and/or water pipe repair/replacement within the home, site utility repair/replacement, roof leak repair/replacement, and tree removal.

In addition, this component is not intended as a substitute for the Property Owner's homeowner insurance, and the City will request documentation indicating that an insurance claim was filed and subsequently denied prior to awarding a grant under this component. Back-up information and records will be requested before presenting a proposed Emergency Component grant to the City Council.

An Emergency Component grant will only be considered when the problem is truly an emergency as determined by the City Council upon review of the required documentation. A sum of funds approved by the City Council may be awarded as a reimbursement for items that have already been replaced or repaired, at the sole discretion of the City Council. Itemized receipts will be required with each invoice submitted. An Emergency Component grant will not be awarded for any item that has previously been the subject of an Emergency Component grant approval.

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The Property Owner is responsible for providing the information as described above and the City shall be notified in writing of the emergency within 14 calendar days (upon discovery) of the date of the emergency. The grant application shall be submitted within 45 calendar days of the date of discovery of the emergency. The Property Owner is then required to sign a Rehabilitation Grant Agreement upon scope approval by the City Council.

The Property Owner is responsible to ensure that an application for any required permit(s) are submitted for all work associated with the project, and that no work or construction on the property takes place until there are approved permit(s) for the work issued by the City. The only exception to this is when repairs must be made immediately to address life safety. In this case, permits must be applied for within three (3) business days after commencement of such repairs.

An Emergency Component grant may only be considered on a case-by-case basis by the City Council of the City of Black Hawk.

**If the application for an emergency grant is not received by Community Planning and Development from the Property Owner within the time specified herein, the application shall be denied.**

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

#### **4. Radon Mitigation Component**

The goal of the Radon Mitigation Component is to assist Property Owners with radon mitigation in their homes in order to promote the safety, health and wellbeing of all its residents as well as improve the livability of the historic homes within the City limits. If a Property Owner tests for radon and discovers that the levels in their home exceed the recommended 4 pCi/L level, the program will reimburse the Property Owner up to, but not exceeding, \$500 of the expenses associated with the installation of a radon mitigation system.

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

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### **SECTION 3: REHABILITATION GRANT PROGRAM**

#### **A. ELIGIBILITY**

In order to be a Qualified Property that is eligible for a grant under the Historic Rehabilitation Grant Program ("Rehabilitation Grant"), the following requirements must be adhered to:<sup>1</sup>

1. The work must be part of a Qualified Property to be eligible. Contributing structures are automatically considered eligible. Any additions to historic buildings must be at least 50 years of age to be eligible.
- ~~2.~~ The work must be consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties. A Certificate of ~~Appropriateness~~ Architectural Compatibility for any exterior work is always required with all projects. The Property Owner shall work with the Architect and his/her design team, City staff and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials and character defining features (interior and exterior) are to remain or are addressed appropriately in accordance with the standards and guidelines. ~~It is strongly recommended the Property Owner retain an Owners Representative to represent their interests in the administration of this Rehabilitation Grant program.~~
- ~~2.~~ 3. A Property Owner cannot receive more than one (1) grant from each of the categories of assistance offered under the Program for the restoration or preservation for the same Qualified Property within any one-year period.
4. A Qualified Property must be located within a national historic landmark district or within an area listed on the national register of historic places.
5. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.
6. Funding shall only be made to a defined Property Owner.
7. A Rehabilitation Grant shall not be made for more than one (1) year at a time.
8. A member of the City Council of the City of Black Hawk and members of HPC shall disclose any personal interest in the program before voting on the application.
9. Reimbursement. In the event the amount of the Award plus the Tax Burden (the "Combined Amount") exceeds fifty thousand dollars (\$50,000.00) and the Property Owner sells or

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<sup>1</sup> An Applicant should be aware that the provisions of the Rehabilitation Grant Program, while in many respects is similar to the Historic Preservation Easement Program, does differ in many significant respects because of the fact any project under the Rehabilitation Grant Program will be a private project by the Property Owner reimbursed by the City. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.

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transfers the Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Property (the "Reimbursement Amount").

10. Commercially zoned Qualified Properties that are being maintained for a residential use may apply for a grant provided the Property Owner signs an additional agreement. This separate agreement requires the Property Owner to pay back, without interest, the grant amount used for the structure if and when the property is converted from residential to an income-producing commercial use. For the purposes of this program, an owner of a bed and breakfast use or a non-profit organization may qualify for a grant as long as the primary use of the property is residential.
11. Property Owners are specifically responsible for using the funds from the Grant to pay the General Contractor for all work done in accordance with the agreement the Property Owner must have with the General Contractor. Lack of payment from a Property Owner to the General Contractor, for work covered under the approved grant, will be grounds to withhold disbursement of any funds to the Property Owner for any additional work on the property or even other properties the owner may own until such time as evidence of payment to the General Contractor is provided. Also see Appendix 1 of this document regarding payments to the Property Owner and subsequent payment to the General Contractor.

12. The City of Black Hawk will solicit at least three (3) detailed Request for Qualifications for Construction Management/General Contractor Service. The Property Owner must agree with the City's selection of the Construction Management/General Contractor. If the Property Owner is also a recipient of funds from the Historic Preservation Easement Program, the Property Owner is required to use the same General Contractor selected for the Rehabilitation Grant.

~~12. At least three (3) detailed bids will be required to be requested from pre-qualified General Contractors. Bids must be obtained for all proposed construction work and submitted for review by the City prior to beginning any construction work unless otherwise authorized in writing by the City. The City and the Property Owner must both be in agreement with the selection of the General Contractor. The City strongly recommends that if the Property Owner is also a recipient of funds from the Historic Preservation Easement Program, that the same General Contractor be selected for the Rehabilitation Grant work as well.~~

13. Receipt of the Rehabilitation Grant is taxable income to the recipient. The City of Black Hawk provides for reimbursement of a Property Owner's state and federal income tax liability in association with the receipt of a Rehabilitation Grant, per Resolution 10-2010. The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner should consult with his or her tax advisor about whether the reimbursement here mentioned is itself income and gives rise to additional state and federal income tax liability. The City of Black Hawk does NOT reimburse the

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Property Owner for any additional state and federal income tax liability that might arise from said reimbursement.

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- i. The Property Owner is responsible for completing the necessary paperwork that establishes his or her payment of state and federal tax attributable to the receipt of the grant and delivering it to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the grant funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for state and federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes.
- ii. Property Owners may seek partial reimbursement for state income tax liability through the Colorado Historic Preservation Income Tax Credit, based on fund availability and subject to approval. [Alternative: If the Colorado Historic Preservation Income Tax Credit is available and if the Property Owner qualifies for it, the Property Owner must apply for it. The City of Black Hawk will only reimburse Property Owners for their state income tax liability, net of the Colorado Historic Preservation Income Tax Credit that could have been claimed.]

14. Awards will be made to owners of property within the City of Black Hawk at the sole discretion of the Board of Aldermen, and subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

## B. WORK ELIGIBLE TO BE COVERED BY THE REHABILITATION GRANT PROGRAM

Costs covered by the Rehabilitation Grant program include the interior rehabilitation of Qualified Properties to the extent provided by this program. Architectural fees, Owners Representative fees, construction costs, and related expenses are also eligible. City building permit fees are waived for residential projects only per City of Black Hawk Municipal Code Chapter 18.

Refer to Section 3.E of this Rehabilitation Guide to Programs pertaining to General Conditions of Assistance for requirements regarding allowed materials to be used in this Rehabilitation Grant Program. A Material Allowance List is used to determine a not to exceed cost for finish materials. City staff has the authorization to update the Material Allowance List on an annual basis to allow for any applicable industry-wide material cost adjustments.

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### C. WORK NOT ELIGIBLE TO BE COVERED BY THE REHABILITATION GRANT PROGRAM

1. Funds cannot be used to acquire properties or for the moving of structures. A structure that is to be moved can only become eligible for grant funding if the structure is a Qualified Property, and it is relocated within the City to a location that is eligible under the Program and placed on a permanent foundation with tap and sewer fees paid.
2. New buildings, new additions and rehabilitation of previous ineligible additions are not considered eligible if they are less than 50 years old.
3. Extensive landscaping work is not eligible. However, all disturbed areas will be seeded with a "multi-color high altitude seed mix" from Arkansas Valley Seed, or equal. Erosion control mat and temporary irrigation provided until completion of project. Erosion control mat to be 70% straw and 30% coconut fiber between polypropylene netting.
4. Appliances such as, but not limited to, stoves, ovens, microwaves, dishwashers, refrigerators, washers, and dryers are not eligible items.
5. Hot tubs are not eligible.
6. Secondary (backup) heating sources are not eligible. Original fireplace restoration is acceptable. Air conditioning is not eligible.

### D. LEGAL REQUIREMENTS

Along with the approval of an application by the City, owners must enter into legal agreements with the City which describe the terms for participation in the Rehabilitation Grant Program. Participation in the Rehabilitation Grant Program requires a Rehabilitation Grant Agreement. In addition to the basic Rehabilitation Grant Agreement, a commercial Property Owner will also be required to enter into another agreement regarding the conversion of the property from a residential use to an income-producing commercial use. Please consult with City staff for additional information regarding commercial conversion agreements.

Depending on the Scope of Work, a Boundary Line Agreement and possibly a [License Agreement](#) or Roadway Easement may be required. The City shall provide all data required (title commitments, surveys, etc.) to verify location of existing improvements on the property in an effort to ensure that any newly proposed improvements will be on the subject property as well. All applications are processed on a case-by-case basis in regards to this issue.

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## E. GENERAL CONDITIONS OF ASSISTANCE

1. The City of Black Hawk Residential Design Guidelines shall be consulted and utilized for all Historic Restoration and Community Preservation Fund Program projects.

~~2.~~ Grant funds are paid on a “draw” basis. No advancement of payments will be paid to the Property Owner or General Contractor. Payments are made directly to the Property Owner when the City receives a General Contractor’s pay application with detailed and itemized invoices/schedule of values, and a signed request for payment form for the City Council approved work program. Property Owners shall not *disburse cash funds* to any Contractor for any work done. *All transactions are expected to be promptly completed via the Property Owner by signing over the check* from the City of Black Hawk to the General Contractor for the project as set forth herein in Appendix 1 regarding FBO (For the Benefit Of) payments. It is recommended the Property Owner obtain a receipt/waiver of lien from the General Contractor stating funds have been received with pay application paid in full. All work is subject to inspection and review by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes prior to submittal of any invoices to the City. The Property Owner is responsible for and must review, approve, and acknowledge seeing each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with the paperwork for a request for payment. ~~It is strongly recommended that the Property Owner retain an Owners Representative to assist with this process.~~

- ~~2.~~
3. It is the responsibility of the Property Owner to bring the structure into conformance with City building and fire codes, even if the work exceeds the grant amount for any roof repair, exterior and interior finishing, electrical, plumbing, mechanical, and structural upgrades not included in the project as required by the building code and building official. All construction and work ~~is~~ are subject to inspection by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes.

4. The Property Owner, Architect and/or Engineer are to specify on the proposed construction drawings and project manual the specific materials to be used for the project. It is required that the materials to be used and paid for through the grant program are considered the ‘off the shelf’ products, and are not ‘special or custom order’ products that will significantly add to the construction costs of the grant project. At the same time, it is also not desired to purchase materials that would be of a cheap or inferior quality, so as to deteriorate soon and provide the need to again be replaced resulting in additional and sooner maintenance costs to the Property Owner. In order to assist in defining the level of each material/finish selection that is in alignment with the grant program requirements, a material allowance sheet. City staff has the authorization to update the Material Allowance Sheet on an annual basis to allow for any applicable industry-wide material cost adjustments. The Architect and/or Engineer, and Owners Representative ~~if retained~~, will assist the Property Owner in making material selections that are anticipated to fall within these allowances. All interior Rehabilitation Grant projects will be designed within the material allowances. Should the

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Property Owner decide that an alternate material selection that exceeds the allowance is desired, that material selection shall be carried as an alternate in the proposed construction drawings and project manual so that during the General Contractor bid process, actual costs above the allowance amounts can be determined and the Property Owner can confirm that they wish to proceed with their premium selection. If the Property Owner desires to install upgraded or more expensive materials, they may do so at their own cost if the historic character and integrity of the structure is maintained. Such differences shall also be noted on the approved construction plans and project manual and incorporated into the General Contractor contract documents. Please note that, in order to minimize confusion and misunderstandings, the Property Owner will be required to deposit funds sufficient to cover all premium selections into a noninterest bearing Escrow Account at the beginning of the project to ensure those funds are available for payment throughout the project. Please see the Rehabilitation Grant Agreement for specifics on this account and how it will be managed.

- A. In general, elegant designs and expensive materials were not consistent with the historical and architectural character in the City. Designs and materials are to reflect the functional rustic western mill town (vernacular) architectural character of historic Black Hawk. Designs and materials should be appropriate and yet allow for comfortable, habitable, sustainable and viable residential homes. Alternate or like materials may be considered as part of a project, and must be specifically requested for approval by the City through the appropriate process (included on the construction drawings and project manual), and in advance of any purchase and installation by the Contractor. Sustainable alternate solutions, such as energy efficient windows and insulating materials, may be allowed if approved by the City Council as part of the funding approval process. Such alternate or like material/solution shall not detract from or change the historic character of the home, and shall not jeopardize the status of the historic classification of the subject home or the historic district itself.
  - B. All projects that deal with the exterior of the house/structure must have a Certificate of Appropriateness (COA) Architectural Compatibility (COAC) recommended by the HPC-Historic Preservation Consultant and approved by the City Council. The COA COAC application must be submitted concurrently; all architectural design and materials are to be evaluated by the HPC-Historic Preservation Consultant and City Council, and the review must include findings that the proposed design is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, as well as the City of Black Hawk Residential Design Guidelines.
5. Grant funds cannot be used to reimburse a Property Owner for previous work or materials for a project accomplished prior to the grant approval except as specifically noted within Emergency Component and Radon Mitigation Component. Additionally, grant funds cannot be used to reimburse a Property Owner who purchases materials and provides to the General Contractor. All materials and labor are provided by the General Contractor per the final Scope of Work and executed contract.

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6. The City may recommend funding at a lower level than that requested by the Property Owner. In addition, the City may exercise its discretion while reviewing plans to require alternative materials due to cost, longevity, appropriateness of materials, and quality. Such decisions will be noted on the approved plans, and acknowledged by the Property Owner in advance of any building permits being issued for such work. Appeals (from the Property Owner) of such decisions/requirements by the City shall be to the City Council for review and determination. Again, please keep in mind that the Certificate of Appropriateness must be approved by City Council in advance of any construction, as well as before materials are ordered.
7. The ~~Property Owner and/or~~ Contractor must contact the City Building, Public Works and Sanitation District departments to make inspections for the rehabilitation project, including water and utility improvements.
8. Neither a Property Owner nor a close relative of the Property Owner shall be permitted to be the General Contractor, subcontractor or material supplier.
9. Once a grant has been awarded for a Full Site and Building Component, the interior is no longer eligible to receive additional grants, except as reviewed on a case-by-case basis for any work potentially covered by Emergency Component. However, exterior maintenance/repairs that become necessary due to weather exposure, such as painting and items associated with painting preparation, may qualify the Exterior Paint Program for the limited purpose of maintenance, and/or repairs. Consult City Staff for details.
9. An approved grant shall only be able to be used for the historic portion of the house. The Property Owner must be responsible to pay for any improvements for the non-historic portion of the house through the establishment of a ~~noninterest bearing~~ Escrow Account. The Property Owner shall work with the Owners Representative to create a Scope of Work, and ~~select the General Contractor contracted by the City request at least three (3) bids from the City of Black Hawk pre-qualified General Contractors list~~. Such ~~selected~~ General Contractor shall submit itemized invoices, and/or itemized receipts through the Property Owner, ~~Owners Representative~~ and then to the City for payment of completed work.
11. The General Contractor must be insured and bonded during the entire project.

## F. CONDITIONS OF AGREEMENT

The Property Owner shall agree to the following conditions:

1. The property shall be maintained in a manner that assures its preservation. Please consult with City staff for additional information regarding maintenance of building interior systems.

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2. The Property Owner, Owners Representative and the General Contractor shall agree on a Scope of Work, and schedule of construction for the project. The Scope of Work and schedule must follow the approved plans and Rehabilitation Grant Guide to Programs procedures.
3. Architectural drawings, construction specifications and Scope of Work shall be reviewed by the Property Owner, Owners Representative, ~~HPC~~ Historic Preservation Consultant and the City Council to assure that appropriate preservation procedures are followed. In some cases, construction documents prepared by licensed architects or engineers may be required. The Property Owner is responsible to ensure that an application for a building permit is submitted for all work associated with the approved project, and that no work or construction on the property takes place until there is an approved building permit for the work.
4. The City may hold a lien against the property for any improper work or to assure that the project is completed as approved. The lien will be released when the City Council approves the completed project.
5. A Rehabilitation Grant Agreement will be provided that sets forth the terms and conditions of participation in the program.

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**APPENDIX 1**  
**REHABILITATION GRANT PROGRAM**  
**PROJECT CRITERIA/ PROCESS/PROCEDURE**

Appendix 1 is intended as a resource to educate and inform the Property Owner to the extent they completely comprehend and understand the Rehabilitation Grant program review process and procedure.

For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

The Property Owner is required to meet with the City staff and Owners Representative to discuss their proposed project and potential eligibility. City staff and Owners Representative will introduce the general features of the program as highlighted in the attachment below:

**1. Application Phase.**

- a. Initial Application Phase
- b. Orientation Meeting
- c. Update Application

**2. Scope of Work Phase.**

- a. Historic Research
- b. On-site Strategy Meeting
- c. Existing Conditions
- d. Inspections and Testing
- e. Appraisal Report

**3. Agreement and Contracts Phase.**

- a. Rehabilitation Grant Agreement
- b. Historic Preservation Easement Agreement
- c. Lender's Request for Subordination of Rights
- d. W-9
- e. Power of Attorney or Affidavit of Permission, ; if applicable
- f. State and Federal Tax Liability
- g. Boundary Line Agreements; if applicable
- h. Temporary Construction Easement between Applicant and City
- i. Temporary Construction Easement between Neighboring Properties and City
- j. Roadway Easement; if applicable
- k. License Agreement; if applicable

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

**4. Architect Bid Phase:**

- a. ~~Architect Bid Process~~
- b. ~~Bid Selection~~
- c. ~~Project Design Start-up~~

**5. Design Process Phase:**

- a. ~~Abatement and Remediation~~
- b. ~~Conceptual Design~~
- c. ~~Schematic Design~~
- d. ~~Design Development~~
- e. ~~Construction Drawings~~

**6. Historic Preservation Commission and City Council Approval Phase**

- a. ~~Historic Preservation Commission Review and Approval~~
- b. ~~City Council Review and Approval~~

**7. General Contractor Bid Phase:**

- a. ~~Pre-qualified General Contractor Application Process:~~  
~~Contractors must submit an American Institute of Architects (AIA) document A305 for review and approval. Once a Contractor has submitted all required forms and documents, a short interview will be scheduled to meet and discuss the Contractor's history and documents submitted. This process must include, from the Contractor, past project examples including bid breakdown, budgets, change order forms, and project schedules. References will also be required from the Contractor as noted within the A305 document. A determination will be made by City staff and the Owners Representative to approve or disapprove the Contractor to be put on the pre-qualified list.~~

~~A Qualifications Packet is requested which includes the following information:~~

- ~~1. An overview of general information about the company including:
  - a. ~~Previous work experience related to any of the Categories of Assistance~~
  - b. ~~Managerial ability~~~~
- ~~2. Quality control management/procedures~~
- ~~3. Previous construction experience in and/or near the City of Black Hawk~~
- ~~4. Staff resumes~~
- ~~5. Historic preservation/rehabilitation experience~~
- ~~b. Referenced City of Black Hawk Resolutions~~
- ~~c. General Contractor Bid Process~~
- ~~d. Bid Analysis~~
- ~~e. Bid Selection~~
- ~~f. Project Construction Start-Up~~

**8. Construction Phase:**

- a. ~~Pre-Construction~~
- b. ~~Active Construction Rehabilitation Grant~~
- c. ~~Active Construction Preservation Easement~~

**9. Close-Out Phase:**

- a. ~~Construction Close-out~~
- b. ~~Rehabilitation Grant Close-out~~
- c. ~~Preservation Easement Close-out~~

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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Approved by Resolution ~~XX45-2017~~ ~~on September XX, 2017~~  
~~on May 23/June 22, 202~~

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### PROPERTY OWNER ACKNOWLEDGEMENT

I, (Insert Property Owner Name), am the Property Owner of residential Property addressed as (Insert Full Property Address, City, State, Zip Code). I certify that I have read the Rehabilitation Grant Guide to Programs, fully understand the Rehabilitation Grant terms and conditions as set forth herein, and agree to be bound by the terms and legal agreements associated with the Program.

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By: \_\_\_\_\_  
Property Owner

Date: \_\_\_\_\_

#### Acknowledgement by Property Owner

The Property Owner has:

- (a) read this Agreement and the applicable documents associated with the "Guide to Programs,"
- (b) fully understands the terms and conditions of the grant as set forth therein, and
- (c) agrees to be bound by those terms and conditions.

Property Owner

By: \_\_\_\_\_

Date: \_\_\_\_\_

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT I  
REHABILITATION GRANT AGREEMENT

DRAFT

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

30

Approved by Resolution ~~XX-15-2017~~ ~~on September XX, 2017~~  
~~on May 23, 2022~~ June 22, 2022

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**EXHIBIT II**  
**MATERIAL ALLOWANCE LIST**

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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~~on May 23~~ June 22, 2022

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**EXHIBIT III**  
**REHABILITATION GRANT PROGRAM APPLICATION**

DRAFT

Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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Approved by Resolution ~~XX-15-2017~~ ~~on September XX, 2017~~  
~~on May 23, 2022~~ June 22, 2022

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**EXHIBIT IV**  
**REHABILITATION GRANT HOME PROGRAM OUTLINE**

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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~~on May 23~~ June 22, 2022

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**EXHIBIT V**

**REFERENCED CITY OF BLACK HAWK ORDINANCES AND RESOLUTIONS**

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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~~on May 23~~ June 22, 2022

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**EXHIBIT ~~VII~~**  
**FUNDING MATRIX**

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Property Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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~~on May 23 June 22, 202~~

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**REHABILITATION GUIDE TO PROGRAMS**  
**CLEAN COPY**



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

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<b>Exhibit II      Funding Matrix</b>	

**PLEASE TAKE NOTE**

**THE GRANTS AWARDED UNDER THE REHABILITATION GRANT PROGRAM ARE CONSIDERED INCOME UNDER STATE AND FEDERAL INCOME TAX LAWS.**

**ANY REHABILITATION GRANT THAT IS APPROVED BY THE CITY WILL BE REPORTED TO STATE AND FEDERAL TAXING AUTHORITIES. AS PART OF THE REHABILITATION GRANT PROGRAM AND TO THE EXTENT PERMITTED BY LAW, THE CITY WILL REIMBURSE REHABILITATION GRANT RECIPIENTS FOR ADDITIONAL STATE AND FEDERAL TAXES PAID BY RECIPIENTS THAT ARE DIRECTLY ATTRIBUTABLE TO THE DISBURSEMENT OF GRANT FUNDS IF REQUIRED DOCUMENTATION IS TIMELY FILED WITH THE CITY. [ALTERNATIVE. GRANT RECIPIENTS MAY BE REQUIRED TO APPLY FOR THE COLORADO HISTORIC PRESERVATION INCOME TAX CREDIT.]**

**REGARDLESS OF THE CITY'S AGREEMENT TO REIMBURSE GRANT RECIPIENTS FOR THE INITIAL STATE AND FEDERAL TAX BURDEN OF A GRANT, THE OBLIGATION TO PAY ANY TAXES REMAINS THE RESPONSIBILITY OF THE GRANT RECIPIENT.**

**PLEASE CONTACT YOUR TAX ADVISOR CONCERNING ANY POTENTIAL TAX LIABILITY THAT YOU MAY HAVE AS A RESULT OF RECEIVING ANY OF THE GRANTS DESCRIBED IN THIS PROGRAM AND AS THE RESULT OF THE CITY'S REIMBURSEMENT OF YOUR TAX LIABILITY.**

**NOTE THAT IF YOU SELL YOUR PROPERTY WITHIN FIVE YEARS OF HAVING RECEIVED A REHABILITATION GRANT, YOU MAY BE LIABLE TO REPAY THE CITY A PORTION OF THE GRANT RECEIVED AND TAXES REIMBURSED.**

## **SECTION 1: PROGRAM OVERVIEW**

### **a. BACKGROUND**

The City of Black Hawk established the Historic Restoration and Community Preservation Fund (“Fund”) to assist residential property owners within the City. The Black Hawk Historic Rehabilitation Fund Guide to Programs (the “Program”) is intended to assist Property Owners in the rehabilitation and preservation of residential properties. This specifically includes the ability to keep the houses in the City that are defined as Qualified Properties as functional, sustainable, and habitable. Property Owners, as set forth below, have two options for funding assistance in the rehabilitation and preservation of properties, which may be combined. The Historic Rehabilitation Grant Program is further described and defined in Sections 2 and 3 of this Guide to Programs document.

### **b. PURPOSE**

The City has established goals to preserve the City’s architectural character with exterior improvements to buildings, while also assuring that the residences and any Qualified Properties are habitable. While not required to do so because the Program is funded in its entirety through the City of Black Hawk’s General Fund and not from revenues received or otherwise derived from the State Historical fund, in order to attain these goals, the City seeks to preserve as many of the City’s structures as possible consistent with Colo. Rev. Stat. § 30.1-1202. The purpose of the fund, therefore, is to provide financial assistance that will promote the restoration and preservation of Black Hawk’s Qualified Properties and to provide for the continuation and enhancement of a functional, sustainable, healthy and vibrant Black Hawk residential community.

This program is intended to enhance certain select areas of the City by providing Property Owners with the resources needed to rehabilitate and historically preserve Qualified Properties. The use of funds pursuant to the Program is only for the specific property address and work program recommended by the Historic Preservation Consultant and approved by the City Council, which is consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties, and complies with the City of Black Hawk Residential Design Guidelines.

### **c. DEFINITIONS**

1. **Bed and Breakfast:** A residential dwelling unit that provides sleeping accommodations for hire, for thirty (30) days or less, on a day-to-day basis, with one (1) or more meals per day included, at which an owner, manager or lessee of the property resides on the premises. Such use shall not include residential dwelling units with two (2) or more rental rooms or facilities which include retail or commercial activities of any kind. Commercial properties without a resident owner are not eligible for this Program.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Boundary Line Agreement: A formal document signed by the affected Property Owners documenting and agreeing upon the location of all property boundaries.
4. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.
5. Certificate of Architectural Compatibility (COAC): The official document issued by City Council approving an application or permit for the erection, moving, demolition, alteration or addition to, or the external construction or external restoration of property in the City that has not been locally designated as a historic landmark. A COAC, once issued, will expire under the same conditions as its associated building permit. A recommendation for approval is provided by the Historic Preservation Consultant.
6. City Council: The elected Board of Aldermen, plus the Mayor.
7. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City's character with exterior improvements to buildings. Please contact City staff for a copy of these Guidelines.
8. City Staff: An employee of the City of Black Hawk.
9. General Contractor: The Construction Manager/General Contractor (CM/GC) project delivery method allows the City of Black Hawk to engage a Construction Manager during the design process to provide constructability input. The Construction Manager is selected on the basis of qualifications, past experience or a best-value basis. During the design phase, the Construction Manager provides feedback regarding scheduling, pricing, phasing, identifying risks based on the Construction Manager's established means and methods and other input that helps the City of Black Hawk design a more constructible project. The City of Black Hawk and the Construction Manager negotiate a "guaranteed maximum price" for the construction of the project based on the defined scope and schedule. When the City of Black Hawk executes a contract for construction services, the Construction Manager becomes the General Contractor.
10. Construction Hard Costs: Costs related to labor and materials. Can also be referred to as "direct costs". A detailed breakdown of direct costs can be found on the Exterior and Interior Bid Forms.
11. Construction Soft Costs: Also referred to as "general conditions" or "indirect costs" include costs related to management, overhead and profit, fees, permits, insurance, bonds, and other costs, such as dumpsters, portable toilets, weather protection, snow removal, temporary site fencing, etc., not directly related to the physical installation of the Scope of Work. A detailed breakdown of general condition costs can be found on the General Conditions Bid Form.
12. Contributing Structure: Any building, structure, or object included on the property which



adds to the historical integrity or architectural qualities that make the historic district significant and is used for defining context and which retains a significant amount of its physical integrity and character-defining features.

13. Designated Historic Resource: A public or private building, home, replica, structure, object, property, park or site that has importance in the history, architecture, archeology or culture of the City, State or Nation, as designated by HPC.
14. Escrow Account: An account established by the Property Owner to fund any additional costs for the project which are not covered through the Historic Restoration and Community Preservation Fund. Costs must be pre-paid into the account prior to the start of construction.
15. Flood Plain: Also known as a flood zone. An area defined by FEMA according to varying levels of flood risk and type of flooding.
16. Guide to Programs: This policy and procedures document, related to the Historic Restoration and Community Preservation Fund.
17. Habitable: A space in a building or structure for living, sleeping, eating or cooking that is conditioned and has electrical and plumbing services.
18. Historic Preservation Commission (HPC): A five-member appointed panel charged with the review and recommendation of modifications to the historic components of the City of Black Hawk.
19. Injunctive Relief: A court-ordered act or prohibition against an act or condition which has been requested, and sometimes granted, in a petition to the court for an injunction.
20. License Agreement: A licensing agreement refers to a written agreement entered into by the contractual owner of a property or activity giving permission to another to use that property or engage in an activity in relation to that property.
21. Liquidated Damages: Monetary compensation for a loss, detriment, or injury to a person or a person's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract. The purpose is to establish a predetermined sum that must be paid if a party fails to perform as promised.
22. National Historic District Landmark: All properties within the Historic Residential District zoning designation are included within the National Historic District Landmark. The full boundaries of this Landmark District can be obtained from City staff.
23. National Historic Landmark Period of Significance: 1859 to 1918.

24. Noncontributing Building: A building, regardless of age, that has lost its integrity. These buildings do retain value as residential or commercial properties, but do not possess the significance and/or physical integrity necessary to be listed as contributing.
25. Outbuildings: A building devoted exclusively to an accessory use and not attached to a principal building by any roofed structure, which may or may not be included as part of the Qualified Property. Improvements to these structures will be at the discretion of the City. Examples of outbuildings include, but are not limited to: sheds, outhouses, coal sheds, carriage houses, detached garages, and carports. Outbuildings may be subject to additional regulations as outlined in the currently adopted version of the International Residential Code.
26. Owners Representative: An individual or entity designated by the City of Black Hawk to administer, on behalf of the City of Black Hawk and Property Owner the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program.
27. City of Black Hawk Historic Preservation Easement Program (Preservation Easement): A funding source from the City of Black Hawk which is administered via direct contract between the City and General Contractor. Work is completed via construction easements granted by the Property Owner.
28. Program: The Black Hawk Historic Restoration and Community Preservation Fund.
29. Property Owner (Owner): Property owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized "Affidavit of Permission" or "Power-of-Attorney" from the Property Owner. For the purposes of this document, the terms Applicant and Property Owner are used interchangeably.
30. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
31. Qualified Properties: Properties within City limits which were constructed more than fifty (50) years prior to the date of the application and are designated as a national landmark or within a national historic landmark district. NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.
32. Rehabilitation Grant Program (Rehabilitation Grant): A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and General Contractor.
33. Roadway Easement: An easement provided by the City of Black Hawk for road and utility work within the public right of way adjacent to the property. Also, applicable when portions of the existing structure are located within the public right of way.

34. Secretary of the Interior Standards: The United States Secretary of the Interior's Standards for Treatment of Historic Properties.
35. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
36. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.
37. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.
38. Trade Contract Agreement (Property Owner): An agreement signed by the Property Owner and the City selected General Contractor detailing the contract terms and alternates for any construction work as part of the Rehabilitation Grant Program.

#### **d. PROGRAM GOALS**

The goal of the Historic Restoration and Community Preservation Fund Program is to promote the restoration and preservation of Qualified Properties through proper rehabilitation, which includes making Qualified Properties habitable and sustainable. The exterior of the structures must be maintained and preserved with materials that comply with the City of Black Hawk Residential Design Guidelines, and by methods consistent with those that will allow the structure to remain as a contributing structure in the historic district. Historically significant exterior and interior finishes are expected to remain on each property. Evaluation, approval and rehabilitation of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Guide to Programs.

For further guidance regarding the long-term preservation, maintenance, and proposed improvements on a property, consults with professional staff in the Community Planning and Development Department. Additional information concerning structural and architectural improvements can be found in the City of Black Hawk Residential Design Guidelines, which is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, also available from the Community Planning and Development Department.

#### **e. GENERAL PROGRAM INFORMATION**

The following considerations apply to all activities proposed and/or covered by the Program:

1. Projects will only be selected and authorized upon completion of an application in accordance with the requirements described in this Rehabilitation Grant Guide to Programs.
2. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a grant and the accomplishment of a prior project. Additionally, the manner of upkeep and routine maintenance performed by the Property Owner at the property will be taken into account by the City Council.
3. The City Council shall have the authority in its sole discretion to deny any application submitted for a grant or easement project if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.
4. Failure to sign and enter into the necessary legal agreements will disqualify Applicants from participation in the program. All Rehabilitation Grant Program Agreements will be signed prior to issuance of Notice to Proceed to the General Contractor.
5. The City of Black Hawk expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Rehabilitation Grant Guide to Programs on a prior project, to properly use a grant for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.
6. The award of any grant to a Qualified Property, regardless of funding type, shall only occur once per Category of Assistance. Additionally, only one request may be made within any one-year period, and is subject to the availability of grant funds, which are allocated by the City Council of the City of Black Hawk in the exercise of its sole discretion, and is further subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the City Council of the City of Black Hawk. Once a Rehabilitation Grant has been awarded for a Full Building Component, the interior is no longer eligible to receive additional grants under this particular component/Category of Assistance.
7. Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, Community Planning and Development will place the Property Owner's name and address (first-come, first served basis) on the list of potential recipients for such grant category. If such property is subsequently sold to a new Property Owner, the new Property Owner's name shall remain in the same priority only if the previous Property Owner notifies the City of Black Hawk in writing with the new Property Owner's contact information at least 45 days prior to the closing. Upon receipt of the new Property Owners information, the Community Planning and Development Department shall notify the new Property Owner of the opportunity to have the property

stay on the list of upcoming grant or easement projects. The new Property Owner shall have 45 calendar days to respond to the City's request with a Letter of Intent.

Community Planning and Development shall provide to City Council a copy of the new Property Owner's Letter of Intent for review and approval. If the new Property Owner does not notify the City of Black Hawk in writing with a Letter of Intent within the 45 days after receiving the notification letter from Community Planning and Development, the original application from the previous Property Owner will be deemed of no effect and the property will be removed from the list.

If a Property Owner owns multiple Qualified Properties, an application may be made for each individual property. Properties will be placed on the list of potential recipients in the order in which the applications are received. The order of properties to receive grant funds, if owned by the same Property Owner and in sequential order on the grant approval list, may be modified from the order of application. Non-sequential properties owned by the same Property Owner may not be modified from the order of application.

8. Applications can only be made by the Property Owner, as defined in this Section.
9. This program is not intended for, and should not be used as a substitute for, routine maintenance and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Qualified Property that are funded by this grant program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, no Category of Assistance included in this program is to be utilized as a substitute for a Property Owner's property insurance policy.
10. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Construction Documents and fees for Owners Representative services, the Property Owner agrees to be bound by the terms and conditions contained in the Historic Rehabilitation Grant Fund Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with construction of the project, Property Owner shall be responsible for reimbursing the City for actual costs incurred by the City for items including but not limited to the creation of any and all Construction Documents, fees for Owners Representative services, and any other costs actually incurred.
11. All projects, whether via contract with the City or Property Owner, shall commence construction within twelve (12) months of the award of any grant funds for a project, and will have twelve (12) months to complete the work after the project has begun. The beginning of a project is the date of issuance of the building permit for the project. The end of the project is the expiration date (one (1) year after issuance of the building permit), and same date that all available and approved funds should be requested from the City, with appropriate and required receipts and documentation, on or before that day. Unless

the City Council approves an extension of the expiration date, any funds remaining at the end of the project shall revert to the Historic Rehabilitation grant Fund for use on other projects. In the event the Contractor/Property Owner fails to obtain a building permit and commence construction of a project within twelve (12) months of the grant award, the grant funds shall revert to the Historic Rehabilitation Grant Fund for use on other projects and the property/project will move off the list of upcoming projects for the Historic Restoration and Community Preservation Fund Program.

12. It is the responsibility of the Property Owner subject to any Rehabilitation Grant agreement being completed to keep the improvements paid for with the City-approved grant installed and on the property for a minimum of five (5) years. Changes to the Rehabilitation Grant-paid improvements shall not be allowed (both internal and external to the building and site) for the next five (5) years upon the completion date of the last disbursement of funds from the City for the Rehabilitation Grant.

#### **f. GENERAL EVALUATION CRITERIA**

1. The City's decision to approve an application will be based on the Criteria for Selection included in, but not limited to, Appendix 1 of this Guide to Programs for any proposed project and the support that the project provides to the advancement of the City's restoration and preservation goals. In addition to the discretionary Criteria, priority may be given to applications that will:
  - A. Substantially improve the visual appearance of neighborhoods, streetscape or an individually significant Qualified Property.
  - B. Demonstrate proper rehabilitation techniques based on preservation and restoration principles.
  - C. Demonstrate previous proper maintenance and upkeep of the property including all required payments to the City and/or other governmental agency.
  - D. Undertake critically needed improvements, restoration, and preservation of properties.
2. The listed general considerations include, but are not limited to the following, and will be taken into account in reviewing and evaluating all requests for assistance from the Program:
  - A. The significance of the property involved.
  - B. The physical condition of the property.
  - C. The quality of maintenance and repairs made to the property.
  - D. The quality of the proposal and the completeness of the application.

- E. The likelihood of satisfactory completion and previous proper maintenance of the property and its improvements.

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## SECTION 2: CATEGORIES OF ASSISTANCE

### a. CATEGORIES OF ASSISTANCE

The Historic Rehabilitation Fund Grant Program includes three (3) components of assistance, which may be combined into any one grant application and/or award.

1. Historic Habitable Interior Square Footage Component (*Presently Funded by the City*)
2. Non-Historic Habitable Interior Square Footage Component (*Funded by the Property Owner*)
3. Emergency Component (*Not Presently Funded by the City*)
4. Radon Mitigation Component (*Not Presently Funded by the City*)

All work conducted through the Rehabilitation Grant program shall be completed in accordance with the standards and specifications listed in the appropriate component/section in the Appendix of the Guide to Programs.

### b. DESCRIPTION OF COMPONENTS

#### 1. Historic Habitable Interior Square Footage Component

The Historic Habitable Interior Square Footage Component is available to provide interior rehabilitation, stabilization and repair of Qualified Historic Habitable Interior Square Footage. Funding for a Full Building Category of Assistance is required to be achieved through a Rehabilitation Grant. Once funding has been awarded for a Full Building Component, the interior is no longer eligible to receive additional funding under this component. Please consult with City staff to fully understand how a specific request for this component will be processed. This component may be combined with the Non-Historic House Interior Square Footage Component.

#### 2. Non-Historic House Interior Square Footage Component

Any Non-Historic square footage improvements are fully paid for by the homeowner and include:

- a. Design
- b. Wall/floor/roof framing.
- c. Wall/floor/ceiling finishes and trim (interior).
- d. Wall/roof insulation.
- e. Light fixtures, switches and outlets. To include wiring.
- f. Exterior siding and trim.
- g. Roofing assembly and gutters/downspouts.
- h. Heating source.
- i. Windows, doors (interior and exterior).
- j. Specific site improvements associated with addition



Each project is evaluated individually, so more costs may apply. The Property Owner will be responsible for paying all general conditions costs associated with the non-historic square footage improvements. General conditions will be included in the lump sum bid of the General Contractor or calculated as a percentage of the total general conditions given in the General Conditions Bid Form.

### **3. Emergency Component**

The Emergency Component was created to provide relief for owners of a Qualified Property that experience an emergency defined as unexpected life safety or habitability issues that warrant the need for immediate attention for repair or replacement, and may also cause damage to other portions of the residence.

This component is not to be utilized as a substitute for routine maintenance tasks, or for issues that do not threaten the historic structure on the property. Replacement of forced air furnaces, water heaters and/or boilers may be considered if they are determined to be at least 10 years old. Please note that the intent of this component is only to completely replace items such as forced air furnaces, water heaters and/or boilers if it is determined by a qualified professional approved by City staff that a complete replacement will be more cost effective than replacement of individual system components, which is considered a routine maintenance task to be completed and paid for by the Property Owner. A determination by a qualified professional approved by City staff that the life safety or habitability issue referenced in the grant application is a result of a Property Owner's lack of routine maintenance and/or neglect of a specific building system component will be grounds to deny any requested Emergency Component grant. Items included in this component may include (but are not limited to): replacement of water heaters, boilers and furnaces, gas line and/or water pipe repair/replacement within the home, site utility repair/replacement, roof leak repair/replacement, and tree removal.

In addition, this component is not intended as a substitute for the Property Owner's homeowner insurance, and the City will request documentation indicating that an insurance claim was filed and subsequently denied prior to awarding a grant under this component. Back-up information and records will be requested before presenting a proposed Emergency Component grant to the City Council.

An Emergency Component grant will only be considered when the problem is truly an emergency as determined by the City Council upon review of the required documentation. A sum of funds approved by the City Council may be awarded as a reimbursement for items that have already been replaced or repaired, at the sole discretion of the City Council. Itemized receipts will be required with each invoice submitted. An Emergency Component grant will not be awarded for any item that has previously been the subject of an Emergency Component grant approval.

The Property Owner is responsible for providing the information as described above and the City shall be notified in writing of the emergency within 14 calendar days (upon discovery) of the date of the emergency. The grant application shall be submitted within 45 calendar days of the date of discovery of the emergency. The Property Owner is then required to sign a Rehabilitation Grant Agreement upon scope approval by the City Council.

The Property Owner is responsible to ensure that an application for any required permit(s) are submitted for all work associated with the project, and that no work or construction on the property takes place until there are approved permit(s) for the work issued by the City. The only exception to this is when repairs must be made immediately to address life safety. In this case, permits must be applied for within three (3) business days after commencement of such repairs.

An Emergency Component grant may only be considered on a case-by-case basis by the City Council of the City of Black Hawk.

**If the application for an emergency grant is not received by Community Planning and Development from the Property Owner within the time specified herein, the application shall be denied.**

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

#### **4 . Radon Mitigation Component**

The goal of the Radon Mitigation Component is to assist Property Owners with radon mitigation in their homes in order to promote the safety, health and wellbeing of all its residents as well as improve the livability of the historic homes within the City limits. If a Property Owner tests for radon and discovers that the levels in their home exceed the recommended 4 pCi/L level, the program will reimburse the Property Owner up to, but not exceeding, \$500 of the expenses associated with the installation of a radon mitigation system.

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

## **SECTION 3: REHABILITATION GRANT PROGRAM**

### **A. ELIGIBILITY**

In order to be a Qualified Property that is eligible for a grant under the Historic Rehabilitation Grant Program ("Rehabilitation Grant"), the following requirements must be adhered to:<sup>1</sup>

1. The work must be part of a Qualified Property to be eligible. Contributing structures are automatically considered eligible. Any additions to historic buildings must be at least 50 years of age to be eligible.
2. The work must be consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties. A Certificate of Architectural Compatibility for any exterior work is always required with all projects. The Property Owner shall work with the Architect and his/her design team, City staff and/or other appropriate staff or consultants to assist in proposing that historically significant finishes and materials and character defining features (interior and exterior) are to remain or are addressed appropriately in accordance with the standards and guidelines.
3. A Property Owner cannot receive more than one (1) grant from each of the categories of assistance offered under the Program for the restoration or preservation for the same Qualified Property within any one-year period.
4. A Qualified Property must be located within a national historic landmark district or within an area listed on the national register of historic places.
5. Structures must have been originally constructed more than fifty (50) years prior to the date of the application.
6. Funding shall only be made to a defined Property Owner.
7. A Rehabilitation Grant shall not be made for more than one (1) year at a time.
8. A member of the City Council of the City of Black Hawk and members of HPC shall disclose any personal interest in the program before voting on the application.
9. Reimbursement. In the event the amount of the Award plus the Tax Burden (the "Combined Amount") exceeds fifty thousand dollars (\$50,000.00) and the Property Owner sells or transfers the Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the

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<sup>1</sup> An Applicant should be aware that the provisions of the Rehabilitation Grant Program, while in many respects is similar to the Historic Preservation Easement Program, does differ in many significant respects because of the fact any project under the Rehabilitation Grant Program will be a private project by the Property Owner reimbursed by the City. Please refer to the matrix provided by City staff for a delineation of the various differences between the two programs.

date of this Agreement and the date of the sale or transfer of the Property (the "Reimbursement Amount").

10. Commercially zoned Qualified Properties that are being maintained for a residential use may apply for a grant provided the Property Owner signs an additional agreement. This separate agreement requires the Property Owner to pay back, without interest, the grant amount used for the structure if and when the property is converted from residential to an income-producing commercial use. For the purposes of this program, an owner of a bed and breakfast use or a non-profit organization may qualify for a grant as long as the primary use of the property is residential.
11. Property Owners are specifically responsible for using the funds from the Grant to pay the General Contractor for all work done in accordance with the agreement the Property Owner must have with the General Contractor. Lack of payment from a Property Owner to the General Contractor, for work covered under the approved grant, will be grounds to withhold disbursement of any funds to the Property Owner for any additional work on the property or even other properties the owner may own until such time as evidence of payment to the General Contractor is provided. Also see Appendix 1 of this document regarding payments to the Property Owner and subsequent payment to the General Contractor.
12. The City of Black Hawk will solicit at least three (3) detailed Request for Qualifications for Construction Management/General Contractor Service. The Property Owner must agree with the City's selection of the Construction Management/General Contractor. If the Property Owner is also a recipient of funds from the Historic Preservation Easement Program, the Property Owner is required to use the same General Contractor selected for the Rehabilitation Grant.
13. Receipt of the Rehabilitation Grant is taxable income to the recipient. The City of Black Hawk provides for reimbursement of a Property Owner's state and federal income tax liability in association with the receipt of a Rehabilitation Grant, per Resolution 10-2010. The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner should consult with his or her tax advisor about whether the reimbursement here mentioned is itself income and gives rise to additional state and federal income tax liability. The City of Black Hawk does NOT reimburse the Property Owner for any additional state and federal income tax liability that might arise from said reimbursement.

- i. The Property Owner is responsible for completing the necessary paperwork that establishes his or her payment of state and federal tax attributable to the receipt of the grant and delivering it to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the grant funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for state and federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes.
  - ii. Property Owners may seek partial reimbursement for state income tax liability through the Colorado Historic Preservation Income Tax Credit, based on fund availability and subject to approval. [Alternative: If the Colorado Historic Preservation Income Tax Credit is available and if the Property Owner qualifies for it, the Property Owner must apply for it. The City of Black Hawk will only reimburse Property Owners for their state income tax liability, net of the Colorado Historic Preservation Income Tax Credit that could have been claimed.]
14. Awards will be made to owners of property within the City of Black Hawk at the sole discretion of the Board of Aldermen, and subject to the annual budget and appropriation of the Historic Restoration and Community Preservation Fund by the Board of Aldermen of the City of Black Hawk.

## **B. WORK ELIGIBLE TO BE COVERED BY THE REHABILITATION GRANT PROGRAM**

Costs covered by the Rehabilitation Grant program include the interior rehabilitation of Qualified Properties to the extent provided by this program. Architectural fees, Owners Representative fees, construction costs, and related expenses are also eligible. City building permit fees are waived for residential projects only per City of Black Hawk Municipal Code Chapter 18.

Refer to Section 3.E of this Rehabilitation Guide to Programs pertaining to General Conditions of Assistance for requirements regarding allowed materials to be used in this Rehabilitation Grant Program. A Material Allowance List is used to determine a not to exceed cost for finish materials. City staff has the authorization to update the Material Allowance List on an annual basis to allow for any applicable industry-wide material cost adjustments.

### **C. WORK NOT ELIGIBLE TO BE COVERED BY THE REHABILITATION GRANT PROGRAM**

1. Funds cannot be used to acquire properties or for the moving of structures. A structure that is to be moved can only become eligible for grant funding if the structure is a Qualified Property, and it is relocated within the City to a location that is eligible under the Program and placed on a permanent foundation with tap and sewer fees paid.
2. New buildings, new additions and rehabilitation of previous ineligible additions are not considered eligible if they are less than 50 years old.
3. Extensive landscaping work is not eligible. However, all disturbed areas will be seeded with a “multi-color high altitude seed mix” from Arkansas Valley Seed, or equal. Erosion control mat and temporary irrigation provided until completion of project. Erosion control mat to be 70% straw and 30% coconut fiber between polypropylene netting.
4. Appliances such as, but not limited to, stoves, ovens, microwaves, dishwashers, refrigerators, washers, and dryers are not eligible items.
5. Hot tubs are not eligible.
6. Secondary (backup) heating sources are not eligible. Original fireplace restoration is acceptable. Air conditioning is not eligible.

### **D. LEGAL REQUIREMENTS**

Along with the approval of an application by the City, owners must enter into legal agreements with the City which describe the terms for participation in the Rehabilitation Grant Program. Participation in the Rehabilitation Grant Program requires a Rehabilitation Grant Agreement. In addition to the basic Rehabilitation Grant Agreement, a commercial Property Owner will also be required to enter into another agreement regarding the conversion of the property from a residential use to an income-producing commercial use. Please consult with City staff for additional information regarding commercial conversion agreements.

Depending on the Scope of Work, a Boundary Line Agreement and possibly a License Agreement or Roadway Easement may be required. The City shall provide all data required (title commitments, surveys, etc.) to verify location of existing improvements on the property in an effort to ensure that any newly proposed improvements will be on the subject property as well. All applications are processed on a case-by-case basis in regards to this issue.

## E. GENERAL CONDITIONS OF ASSISTANCE

1. The City of Black Hawk Residential Design Guidelines shall be consulted and utilized for all Historic Restoration and Community Preservation Fund Program projects.
2. Grant funds are paid on a “draw” basis. No advancement of payments will be paid to the Property Owner or General Contractor. Payments are made directly to the Property Owner when the City receives a General Contractor’s pay application with detailed and itemized invoices/schedule of values, and a signed request for payment form for the City Council approved work program. Property Owners shall not *disburse cash funds* to any Contractor for any work done. *All transactions are expected to be promptly completed via the Property Owner by signing over the check* from the City of Black Hawk to the General Contractor for the project as set forth herein in Appendix 1 regarding FBO (For the Benefit Of) payments. It is recommended the Property Owner obtain a receipt/waiver of lien from the General Contractor stating funds have been received with pay application paid in full. All work is subject to inspection and review by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes prior to submittal of any invoices to the City. The Property Owner is responsible for and must review, approve, and acknowledge seeing each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with the paperwork for a request for payment.
3. It is the responsibility of the Property Owner to bring the structure into conformance with City building and fire codes, even if the work exceeds the grant amount for any roof repair, exterior and interior finishing, electrical, plumbing, mechanical, and structural upgrades not included in the project as required by the building code and building official. All construction and work are subject to inspection by the City’s Building, Planning, and Public Works Departments for compliance with City standards and processes.
4. The Property Owner, Architect and/or Engineer are to specify on the proposed construction drawings and project manual the specific materials to be used for the project. It is required that the materials to be used and paid for through the grant program are considered the ‘off the shelf’ products, and are not ‘special or custom order’ products that will significantly add to the construction costs of the grant project. At the same time, it is also not desired to purchase materials that would be of a cheap or inferior quality, so as to deteriorate soon and provide the need to again be replaced resulting in additional and sooner maintenance costs to the Property Owner. In order to assist in defining the level of each material/finish selection that is in alignment with the grant program requirements, a material allowance sheet. City staff has the authorization to update the Material Allowance Sheet on an annual basis to allow for any applicable industry-wide material cost adjustments. The Architect and/or Engineer, and Owners Representative, will assist the Property Owner in making material selections that are anticipated to fall within these allowances. All interior Rehabilitation Grant projects will be designed within the material allowances. Should the Property Owner decide that an alternate material selection that exceeds the allowance is desired, that material selection shall be carried as an alternate in the proposed construction drawings and project manual so that during the General Contractor bid process, actual costs

above the allowance amounts can be determined and the Property Owner can confirm that they wish to proceed with their premium selection. If the Property Owner desires to install upgraded or more expensive materials, they may do so at their own cost if the historic character and integrity of the structure is maintained. Such differences shall also be noted on the approved construction plans and project manual and incorporated into the General Contractor contract documents. Please note that, in order to minimize confusion and misunderstandings, the Property Owner will be required to deposit funds sufficient to cover all premium selections into a noninterest bearing Escrow Account at the beginning of the project to ensure those funds are available for payment throughout the project. Please see the Rehabilitation Grant Agreement for specifics on this account and how it will be managed.

- A. In general, elegant designs and expensive materials were not consistent with the historical and architectural character in the City. Designs and materials are to reflect the functional rustic western mill town (vernacular) architectural character of historic Black Hawk. Designs and materials should be appropriate and yet allow for comfortable, habitable, sustainable and viable residential homes. Alternate or like materials may be considered as part of a project, and must be specifically requested for approval by the City through the appropriate process (included on the construction drawings and project manual), and in advance of any purchase and installation by the Contractor. Sustainable alternate solutions, such as energy efficient windows and insulating materials, may be allowed if approved by the City Council as part of the funding approval process. Such alternate or like material/solution shall not detract from or change the historic character of the home, and shall not jeopardize the status of the historic classification of the subject home or the historic district itself.
  - B. All projects that deal with the exterior of the house/structure must have a Certificate of Architectural Compatibility (COAC) recommended by the Historic Preservation Consultant and approved by the City Council. The COAC application must be submitted concurrently; all architectural design and materials are to be evaluated by the Historic Preservation Consultant and City Council, and the review must include findings that the proposed design is consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties, as well as the City of Black Hawk Residential Design Guidelines.
- 5. Grant funds cannot be used to reimburse a Property Owner for previous work or materials for a project accomplished prior to the grant approval except as specifically noted within Emergency Component and Radon Mitigation Component. Additionally, grant funds cannot be used to reimburse a Property Owner who purchases materials and provides to the General Contractor. All materials and labor are provided by the General Contractor per the final Scope of Work and executed contract.
  - 6. The City may recommend funding at a lower level than that requested by the Property Owner. In addition, the City may exercise its discretion while reviewing plans to require alternative materials due to cost, longevity, appropriateness of materials, and quality. Such decisions will be noted on the approved plans, and acknowledged by the Property Owner



in advance of any building permits being issued for such work. Appeals (from the Property Owner) of such decisions/requirements by the City shall be to the City Council for review and determination. Again, please keep in mind that the Certificate of Appropriateness must be approved by City Council in advance of any construction, as well as before materials are ordered.

7. The Contractor must contact the City Building, Public Works and Sanitation District departments to make inspections for the rehabilitation project, including water and utility improvements.
8. Neither a Property Owner nor a close relative of the Property Owner shall be permitted to be the General Contractor, subcontractor or material supplier.
9. Once a grant has been awarded for a Full Site and Building Component, the interior is no longer eligible to receive additional grants, except as reviewed on a case-by-case basis for any work potentially covered by Emergency Component. However, exterior maintenance/repairs that become necessary due to weather exposure, such as painting and items associated with painting preparation, may qualify the Exterior Paint Program for the limited purpose of maintenance, and/or repairs. Consult City Staff for details.
10. An approved grant shall only be able to be used for the historic portion of the house. The Property Owner must be responsible to pay for any improvements for the non-historic portion of the house through the establishment of a noninterest bearing Escrow Account. The Property Owner shall work with the Owners Representative to create a Scope of Work, and select the General Contractor contracted by the City. Such General Contractor shall submit itemized invoices, and/or itemized receipts through the Property Owner, Owners Representative and then to the City for payment of completed work.
11. The General Contractor must be insured and bonded during the entire project.

## **F. CONDITIONS OF AGREEMENT**

The Property Owner shall agree to the following conditions:

1. The property shall be maintained in a manner that assures its preservation. Please consult with City staff for additional information regarding maintenance of building interior systems.
2. The Property Owner, Owners Representative and the General Contractor shall agree on a Scope of Work, and schedule of construction for the project. The Scope of Work and schedule must follow the approved plans and Rehabilitation Grant Guide to Programs procedures.

3. Architectural drawings, construction specifications and Scope of Work shall be reviewed by the Property Owner, Owners Representative, Historic Preservation Consultant and the City Council to assure that appropriate preservation procedures are followed. In some cases, construction documents prepared by licensed architects or engineers may be required. The Property Owner is responsible to ensure that an application for a building permit is submitted for all work associated with the approved project, and that no work or construction on the property takes place until there is an approved building permit for the work.
4. The City may hold a lien against the property for any improper work or to assure that the project is completed as approved. The lien will be released when the City Council approves the completed project.
5. A Rehabilitation Grant Agreement will be provided that sets forth the terms and conditions of participation in the program.

**APPENDIX 1**  
**REHABILITATION GRANT PROGRAM**  
**PROJECT CRITERIA/ PROCESS/PROCEDURE**

Appendix 1 is intended as a resource to educate and inform the Property Owner to the extent they completely comprehend and understand the Rehabilitation Grant program review process and procedure.

For the purposes of this section, the terms Applicant and Property Owner are used interchangeably.

The Property Owner is required to meet with the City staff and Owners Representative to discuss their proposed project and potential eligibility. City staff and Owners Representative will introduce the general features of the program as highlighted in the attachment:

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ORIENTATION / APPLICATION PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>Due Diligence Phase:</b>		
CP&D verifies ownership of property with Gilpin County		ARCH = Architect
CP&D confirms w/Gilpin County agreements recorded w/property		BO = Building Official
CP&D obtains Owner & Encumbrance Report/Title Work		CA = City Attorney
CP&D reviews past grants/reports for this property (Grant \$ spent)		CC = City Council
CP&D assigns Grant #, Project #, Type of Grant		CLERK = City Clerk
CP&D creates electronic file for documents (DropBox and CommunityCore)		CMGC = Construction Manager/General Contractor
<b>Orientation Meeting:</b>		COAC = Certificate of Architectural Compatibility
CP&D review Design Team Roles and Responsibilities		COR = City Owner's Rep
CP&D review HO/Power of Attorney Roles and Responsibilities		CP&D = Community Planning & Development
CP&D review Master Checklist		DRC = Development Review Committee
CP&D review Project Schedule		EC = Environmental Consultant
CP&D review Rehabilitation Grant Application/Guide to Programs/Agreement		ENG = Engineer
CP&D review Rehabilitation Trade Contractor Agreement between Homeowner and General Contractor		HO = Homeowner
CP&D review Preservation Easement Application/Guide to Programs/Agreement/Lender's Request for Subordination of Rights (if mortgage)		HP = Historic Preservation Consultant
CP&D review Preservation Trade Contractor Agreement between City and General Contractor		LU = Land Use Consultant
CP&D review W9 (file with Finance)		PW = Public Works
CP&D review Power of Attorney (if required)		RFCA = Request for Council Action
CP&D review Temporary Construction Easement HO/CoBH		SAN = Sanitation
CP&D review Temporary Construction Easement Neighboring Property/CoBH		
CP&D review Boundary Line Agreement(s)		
CP&D review License Agreement, if applicable		
CP&D review Funding Matrix		
CP&D review Home Program Outline		
CP&D review Homeowner Selection Guide		
CP&D review Materials Allowance List		
CP&D review Reference Black Hawk Resolutions		
CP&D review Dropbox Process & CommunityCore		
CP&D review Owner Escrow Account		
CP&D review Builder's Risk Insurance Requirement		
CP&D Homeowner's Insurance Requirement		
CP&D review Residential Design Guidelines		
CP&D review Standards for the Treatment of Historic Properties		
CP&D review Construction Manager/General Contractor Delivery Method		
CP&D review Certificate of Architectural Compatibility (COAC) Process & Land Use		
CP&D review Historic Preservation Responsibilities		
CP&D review City Council Review/Approval Process		
CP&D review Building Permit and CommunityCore Process		
CP&D determine Wet/Dry Utility Disconnection Date		
CP&D determine with HO Vacate Date		

<b><i>Application Phase:</i></b>			
HO submits separate applications (Rehabilitation/Preservation Easement)			

CONSTRUCTION MANAGER/GENERAL CONTRACTOR CHECKLIST		
	Date Done	Abbreviations:
<b><i>Request for Qualifications (RFQ) &amp; Request for Proposal (RFP):</i></b>		
CP&D define Purpose, Scope, Submittal Requirements, Schedule, Evaluation Criteria, Selection Process and Acknowledgement Statement		ARCH = Architect
CP&D create RFQ & Post on Rocky Mountain BidNet		BO = Building Official
*RFQ Available for Review: Thursday, June 6, 2022		CA = City Attorney
*Deadline for RFQ Questions: Thursday, June 16, 2022		CC = City Council
*Final Addendum to RFQ Issued (if necessary): Tuesday, June 21, 2022		CLERK = City Clerk
*CMGC Qualifications Due: Thursday, June 30, 2022 – 4:00 p.m.		CMGC = Construction Manager/General Contractor
*Interview Invitation and/or RFP Issued: Wednesday, July 6, 2022		COAC = Certificate of Architectural Compatibility
*Proposals Due from Shortlisted Candidates: Tuesday, August 2, 2022		COR = City Owner's Rep
*Contractor Interviews (at City's Option): Early August, 2022		CP&D = Community Planning & Development
*CP&D Requests Resolution from CA, Prepares Request for Council Action & Staff Report Sends to Clerk for inclusion in Council Packet: Early August, 2022		DRC = Development Review Committee
*CMGC Contract approved by City Council: Wednesday, August 10, 2022		EC = Environmental Consultant
*CMGC Joins Design Team for Project Startup: August 11, 2022		ENG = Engineer
*Desired Construction Start Date: April, 2023		HO = Homeowner
<b><i>Project Start Up:</i></b>		HP = Historic Preservation Consultant
CMGC creates Materials Cost Allowance Worksheet		LU = Land Use Consultant
		PW = Public Works
		RFCA = Request for Council Action
		SAN = Sanitation

ARCHITECT CONTRACT PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>Architect Professional Services Agreement (PSA) Historic Portion:</b>		
CP&D prepare Professional Services Agreement		ARCH = Architect
ARCH provide Scope of Work and Hourly Rates		BO = Building Official
ARCH provide Certificates of Insurance		CA = City Attorney
CP&D execute with ARCH		CC = City Council
CP&D oversee Architect HO Contract (Non-Historic Portion), if necessary		CLERK = City Clerk
<b>Agreement Approval - Historic Portion:</b>		CMGC = Construction Manager/General Contractor
CP&D request Resolution CA		COAC = Certificate of Architectural Compatibility
CP&D prepare Request for Council Action Historic Portion		COR = City Owner's Rep
CP&D submit Packet to Clerk		CP&D = Community Planning & Development
CP&D present to City Council for Review and Approval		DRC = Development Review Committee
CP&D notify ARCH of City Council Decision		EC = Environmental Consultant
<b>Agreement Approval - Non-Historic Portion:</b>		ENG = Engineer
ARCH & HO execute Non-historic Portion Contract, if necessary		HO = Homeowner
<b>Project Startup:</b>		HP = Historic Preservation Consultant
CP&D schedule Design Meeting Kickoff		LU = Land Use Consultant
		PW = Public Works
		RFCA = Request for Council Action
		SAN = Sanitation

AGREEMENT/CONTRACTS PHASE CHECKLIST		
(*All items handled by CP&D & HO)	Date Done	Abbreviations:
<b>EXECUTE LEGAL DOCUMENTS:</b>		
Rehabilitation Grant Guide to Programs		ARCH = Architect
Rehabilitation Grant Program Agreement		BO = Building Official
Preservation Easement Guide to Programs		CA = City Attorney
Historic Preservation Easement Agreement		CC = City Council
Lender's Request for Subordination of Rights (if have mortgage)		CLERK = City Clerk
W-9 (file with Financial Dept.)		CMGC = Construction Manager/General Contractor
Power of Attorney or Affidavit of Permission (if needed)		COAC = Certificate of Architectural Compatibility
Boundary Line Agreements (if needed/possible)		COR = City Owner's Rep
Temporary Construction Easements (HO/CoBH)		CP&D = Community Planning & Development
Temporary Construction Easements (neighbor/CoBH)		DRC = Development Review Committee
Roadway Easement/License Agreement (if needed)		EC = Environmental Consultant
		ENG = Engineer
		HO = Homeowner
		HP = Historic Preservation Consultant
		LU = Land Use Consultant
		PW = Public Works
		RFCA = Request for Council Action
		SAN = Sanitation



DESIGN PROCESS PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>OWNER &amp; ENCUMBRANCE REPORT:</b>		
CP&D requests report from Mountain Land Title, Mike Gilbert		ARCH = Architect
*Include any Easements, License Agreements, Boundary Line Agreements, etc.		
<b>APPRAISAL REPORT:</b>		BO = Building Official
CP&D schedule appraisal (Preservation Easement)		CA = City Attorney
<b>HISTORIC RESEARCH:</b>		CC = City Council
HP initiates Historic Resource Survey or Existing Buildings Survey (Interior/Exterior)		CLERK = City Clerk
CP&D/HP/HO determine which portions are eligible for grant (50 yrs. or older)		CMGC = Construction Manager/General Contractor
HO provides photos, etc. to document historic features		COAC = Certificate of Architectural Compatibility
<b>DESIGN TEAM ON-SITE STRATEGY MEETING:</b>		COR = City Owner's Rep
CP&D/COR/HP/HO identify what is historic/non-historic		CP&D = Community Planning & Development
Design Team Identify areas of concern:		DRC = Development Review Committee
*Sitework/Exterior (bridges, utilities, rock walls, mine waste, other)		EC = Environmental Consultant
*Code Review (exterior, interior, other)		ENG. = Engineer
*Historic Review (historic structures, demolition, other)		HO = Homeowner
*Project Photo documentation (Before/During/After)		HP = Historic Preservation Consultant
*Schedule Utility Locates & Disconnect of Wet/Dry Utilities		LU = Land Use Consultant
CP&D/COR/HP Discuss w/HO of cost code-compliant non-historic sections		PW = Public Works
CP&D/COR/HP Identify what will be kept/demolished		RICA = Request for Council Action
CP&D/COR/HP complete Home Program Outline Checklist w/HO		SAN = Sanitation
<b>EXISTING CONDITIONS:</b>		
CP&D provide Owner & Encumbrance Report to Surveyor		
CP&D schedule Property Site/Topo Survey (include Floodways, Need for Boundary Line Adj)		
CP&D obtain Stone Wall/Masonry Survey		
CP&D obtain Geotechnical Report		
<b>VACATE PREMISES:</b>		
CP&D notifies Homeowner to vacate premise		
<b>INSPECTIONS/TESTING:</b>		
CP&D schedule Lead Based Paint Survey		
CP&D schedule Radon Testing		
CP&D schedule Mold Survey and Remediation		
CP&D schedule Asbestos Survey and Remediation		
CP&D schedule mine tailings or mining waste rock determination		
<b>ABATEMENT/REMEDATION:</b>		
CP&D/COR/EC: Lead Abatement		
CP&D/COR/EC: Radon Mitigation		
CP&D/COR/EC: Mold Abatement		

CP&D/COR/EC: Asbestos Abatement		
CP&D/COR/EC: Mine tailings or mining waste rock abatement		
CP&D/COR/EC: Remaining Demolition completed		
CP&D/COR/EC: Final Clearance		
<b>INTERIOR DEMOLITION:</b>		
CP&D & ARCH schedule Interior Demolition		
Remove all interior finishes down to studs, joints and rafters and document existing conditions		
HO agrees to pay escrow, if necessary		
HO signs off on design development drawings		
<b>INVESTIGATION PHASE:</b>		
CP&D/Arch/HO discuss Rehabilitation & Design		
Arch prepares Rehabilitation Goals Memo		
<b>AS MEASURED DRAWINGS:</b>		
CP&D/HP/ARCH: As-Builts (CAD)		
<b>CONCEPTUAL DESIGN establishes initial idea for Rehabilitation - 2 Meetings</b>		
Arch prepares Concept Design		
Arch assumes two (2) alternative floor plan schemes presented to HO		
Arch presents "Best Aspects" of the two (2) schemes noted by HO		
Arch presents follow-up revised Concept Design to HO		
HO signs off on concept design drawings		
<b>SCHEMATIC DESIGN 25% without Consulting: - 2 Meetings</b>		
Arch prepares Schematic Design package		
Arch includes potential floor plan framing upgrades & exterior elevation upgrades		
Arch presents to HO		
Discuss HVAC/Plumbing/Lighting/Electrical		
Discuss possible cost implications with CMGC		
Utilize this package for possible COAC/City Council		
HO signs off on schematic design drawings		
<b>DESIGN DEVELOPMENT 50% with Basic Consulting - 2 Meetings</b>		
Arch prepares Design Development package - include layouts of HVAC/Plumbing/Lighting		
Arch presents to HO		
Discuss HO selections including kitchen, bathroom, millwork, finishes, appliances and interior trim		
Arch confirms HO selections are within material allowance limits		
There is not an Interior Designer on the Design Team		
Arch/COR/CP&D/CMGC will review the cost implications of the HO selections		
HO agrees to pay escrow, if necessary		
HO signs off on design development drawings		

<b>CONSTRUCTION BID DRAWINGS 75% with Full Consulting - 3 Meetings</b>		
Arch to prepare Construction Drawing package		
Includes details of architectural, structural, mechanical, plumbing, electrical and civil		
Arch prepares colored exterior elevations and interior finish board		
Utilize this package for possible COAC/City Council		
Arch presents to HO		
Arch finalizes any revisions to the 75% package and identifies alternative for escrow acct		
Arch issues to the CMGC for Building Permit submission via CommunityCore		
Arch reviews Building Permit comments. Coordinate/add comments onto architectural and consulting engineering drawings		
HO confirms agreement to pay escrow, if necessary		
HO signs off on final design plan		
<b>CONSTRUCTION DRAWINGS 100% - 1 Meeting</b>		
Arch prepares 100% Construction Drawing package Design Development Meeting with DT		
HO enters into a Reimbursement Agreement for escrow account, if necessary		
HO signs off on final design plan		
<b>CONSTRUCTION ADMINISTRATION - 19 Site Visits</b>		
Architectural Visits - 12		
Structural & Civil Engineer Visits - 4		
HVAC/Plumbing/Lighting/Electrical Engineer Visits - 3		
Arch visits site at intervals appropriate to the state of construction to ensure when fully completed the project is in accordance with Construction Drawings		
Site Visits coincide with the following Milestones: *window/door installation *exterior siding/painting *HVAC/Plumbing/Lighting/Electrical rough-in *Drywall/texture installation *interior trim/millwork installation *floor finish installation *Painting/wallpaper *Final visit/punch list review exterior *Final visit/ punch list review interior		
Arch relies on COR to visit site weekly, furnish project review and forward questions/comments from CMGC and subcontractors		
Arch and COR review submittals, shop drawings and RFIs from the CMGC		
Design Team and HO will attend Design meetings via in person or Zoom		

LAND USE PROGRESS CHECKLIST		
	Date Done	Abbreviations:
<b>PRE-APPLICATION</b>		
HO submits Pre-Application via Community Core Any business day		ARCH = Architect
LU Accepts or denies application 2 business days after submittal		BO = Building Official
LU sends out <i>accepted</i> 1st/Pre-App Referral via Bluebeam 7 days after acceptance		CA = City Attorney
CP&D sends out DRC meeting invite Same day referral begins		CC = City Council
CP&D holds DRC meeting Wednesdays at 10:30 am		CLERK = City Clerk
Referral Ends/Comments Due from DRC members to LU 14 days after referral begins		CMGC = Construction Manager/General Contractor
LU uploads Pre-App Response to Community Core 7 days after referral ends		COAC = Certificate of Architectural Compatibility
		COR = City Owner's Rep
<b>ADDITIONAL SUBMITTALS &amp; REFERRALS</b>		CP&D = Community Planning & Development
		DRC = Development Review Committee
		EC = Environmental Consultant
<b>FINAL FORMAL APPLICATION</b>		ENG = Engineer
HO submits FINAL Formal Application via Community Core		HO = Homeowner
LU reviews application for completeness 3 business days after submittal; 1 day before referral begins		HP = Historic Preservation Consultant
LU sends out <i>complete</i> 2nd/Formal Referral via Bluebeam 1 day after application is determined complete		LU = Land Use Consultant
Referral Ends with few or no comments 14 days after referral begins		PW = Public Works
LU uploads referral comments to Community Core 7 days after referral ends		RFCA = Request for Council Action
		SAN = Sanitation
<b>PUBLIC HEARING NOTIFICATION</b>		
CP&D and LU determine item can be placed on the City Council Agenda 2 business days before Notice is due to Clerk		
LU sends Newspaper Notice and Sign Posting instructions to CP&D by 3 pm CP&D forwards Newspaper Notice to Clerk by 5 pm 8 days before newspaper notification		

<b>Clerk</b> sends Newspaper Notice to the Weekly Register Call <b>CP&amp;D</b> prepares sign(s) for posting & notifies applicant 7 days before newspaper publication		
<b>Weekly Register Call</b> publishes Newspaper Notice 20 days before CC Meeting		
<b>HO</b> posts signs on property 15 days before CC Meeting		
<b>PUBLIC HEARING</b>		
<b>LU</b> forwards Staff Report and RFCA to CP&D <b>CP&amp;D</b> Requests Resolution or Ordinance from City Attorney 14 days before CC Meeting		
<b>CP&amp;D</b> sends packets to the Clerk by 12 noon 7 days before CC Meeting		
<b>Clerk</b> distributes Council Packet and Agenda to City Council 6 days before CC Meeting		
<b>LU</b> prepares/forwards presentation to the Clerk 1 day before CC Meeting		
<b>City Council Meeting</b> <b>LU Presents Item</b>		
<b>POST DECISION TASKS</b>		
File the Signed (or Recorded) Resolution or Ordinance in BOTH the <u>LU server</u> and the <u>CoBH Dropbox</u> at the following locations: - in the project folder - in the ALL Resolutions and Ordinances folder - in the ALL Sign Plans folder (for CSP's) - In the ALL Site Plans folder (for SDPs) - in the All Recorded Docs folder (for Annexations, Subdivision Plats and PUDs) - in the ALL Certificates of Insurance folder for License Agreements		
Update the Workflow in Community Core		
Distribute Final docs to the Applicant		
Conduct COAC Inspection (if needed)		
Prepare COAC Inspection Report		
Distribute COAC Inspection Report to City and HO		
File Inspection report in CoBH Dropbox		

HPC/CC APPROVAL PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>CC REVIEW/APPROVAL</b>		
LU forwards Staff Report and RFCA to CP&D		ARCH = Architect
CP&D Requests Resolution or Ordinance from City Attorney		
14 days before CC Meeting		
CP&D send report to CA to prep resolution		BO = Building Official
CP&D sends packets to the Clerk by 12 noon		CA = City Attorney
7 days before CC Meeting		
Clerk distributes Council Packet and Agenda to City Council		CC = City Council
6 days before CC Meeting		
LU prepares/forwards presentation to the Clerk		CLERK = City Clerk
1 day before CC Meeting		
City Council Meeting		CMGC = Construction Manager/General Contractor
		COAC = Certificate of Architectural Compatibility
<b>POST DECISION TASKS</b>		COR = City Owner's Rep
File the Signed (or Recorded) Resolution or Ordinance in BOTH the <u>BEC server</u> and the <u>CoBH Dropbox</u> at the following locations:		CP&D = Community Planning & Development
- in the project folder		
- in the ALL Resolutions and Ordinances folder		
- in the ALL Sign Plans folder (for CSP's)		
- In the ALL Site Plans folder (for SDPs)		
- in the All Recorded Docs folder (for Annexations, Subdivision Plats and PUDs)		
- in the ALL Certificates of Insurance folder for License Agreements		
Update the Workflow in Community Core		DRC = Development Review Committee
Distribute Final docs to the Applicant		EC = Environmental Consultant
Conduct COAC Inspection (if needed)		ENG = Engineer
Prepare COAC Inspection Report		HO = Homeowner
Distribute COAC Inspection Report to City and Applicant		HP = Historic Preservation Consultant
File Inspection report in CoBH Dropbox		LU = Land Use Consultant
Construction Drawings out to BO for plan review		PW = Public Works
		RFCA = Request for Council Action
<b>HPC /INFORMATION ONLY/ NO APPROVAL</b>		SAN = Sanitation
CP&D forwards CC Packet to HPC - Informational Only		



CONSTRUCTION PHASE CHECKLIST		
(CP&D/HP/COR/HO/HOR/GC/ARCH responsible for all items on this list)	Date Done	Abbreviations:
<b>Pre-Construction:</b>		
Homeowner Escrow of Material Upgrade Funds (obtain check, if needed)		ARCH = Architect
Execute Trade Contract Agreement w/HO & CMGC		BO = Building Official
Issue Notice to Proceed		CA = City Attorney
Builders Risk insurance - add HO, CoBH & OR as add'l insured		CC = City Council
Obtain Payment & Performance Bonds		CLERK = City Clerk
GMGC provide Subcontractor List for Contractor Registration & Business License		CMGC = Construction Manager/General Contractor
Issue Temporary Construction Easement Commencement Letter		COAC = Certificate of Architectural Compatibility
Kick-off Meeting (incl Safety Plan discussion)		COR = City Owner's Rep
Review procedures for pay apps, submittals, RFIs, change orders, sketch logs		CP&D = Community Planning & Development
Set up FBO (For the Benefit Of) Check Process		DRC = Development Review Committee
GC pulls separate building permits for historic and non-historic through CommunityCore		EC = Environmental Consultant
GC determine Laydown Area and Obtain Temporary Use permits from CP&D		ENG = Engineer
GC obtain Street Cut permit (if needed) from PW		HO = Homeowner
GC obtain Right-of-Way Street Closure permit (when needed) from PW		HP = Historic Preservation Consultant
GC obtain project-specific Parking Permits for construction crew from CP&D		LU = Land Use Consultant
<b>Active Construction:</b>		PW = Public Works
Begin collecting/reviewing pay apps, submittals, RFIs, change orders, sketch logs		RFCA = Request for Council Action
Electrical rough-in "box walk" (if HO wants changes, they pay Change Order)		SAN = Sanitation
Drawings, Inspections and Reports available via CommunityCore		

CLOSE-OUT PHASE CHECKLIST		
	Date Done	Abbreviations:
<b>Construction Close-Out</b>		
CP&D/BI Meter Release		ARCH = Architect
CMGC transfers utilities back to HO's name		BO = Building Official
HO confirms final utility bills were paid by GC		CA = City Attorney
<b>Punch Walk/List</b>		CC = City Council
CMGC creates & completes preliminary punch list		CLERK = City Clerk
COR creates Punch List with input from Design Team		CMGC = Construction Manager/General Contractor
HO signs off on all final Punch List items		COAC = Certificate of Architectural Compatibility
ARCH signs off on all final Punch List items		COR = City Owner's Rep
COR signs off on all final Punch List items		CP&D = Community Planning & Development
HO (if applicable) signs off on all final Punch List items		DRC = Development Review Committee
CMGC signs off on all final Punch List items		EC = Environmental Consultant
Certificate of Substantial Completion Historic Interior)		ENG = Engineer
Certificate of Substantial Completion (Historic Exterior)		HO = Homeowner
<b>Final Items</b>		HP = Historic Preservation Consultant
COR/CMGC/ARCH: O&M Manuals		LU = Land Use Consultant
COR/CMGC/ARCH: As-Built/Record Drawings		PW = Public Works
<b>Retainage</b>		RFCA = Request for Council Action
CMGC's Affidavit of Payment of Debts & Claims		SAN = Sanitation
CP&D/COR: Submit Retainage Pay Application (incl Final Lien Waivers)		
CP&D/COR: Advertise for Release of Retention		
CP&D/COR: Final Payment		
CP&D/COR: Final Unconditional Lien Release		
<b>Grant Close-Out</b>		
CP&D/COR: Update Grant Reconciliation Sheets		
CP&D/COR: Record Preservation Easement Agreement w/City Clerk		
CP&D/COR: Add City to HO Insurance COI as additionally insured		
CP&D ensures HO receives Federal & State Tax Liability Forms when 1099s sent in January		
CP&D schedules Warranty Walks 11 months after Substantial Completion date		



### **PROPERTY OWNER ACKNOWLEDGEMENT**

I, **(Insert Property Owner Name)**, am the Property Owner of residential Property addressed as **(Insert Full Property Address, City, State, Zip Code)**. I certify that I have read the Rehabilitation Grant Guide to Programs, fully understand the Rehabilitation Grant terms and conditions as set forth herein, and agree to be bound by the terms and legal agreements associated with the Program.

By: \_\_\_\_\_  
Property Owner

Date: \_\_\_\_\_

DRAFT

**EXHIBIT I**  
**REHABILITATION GRANT AGREEMENT**

DRAFT

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

***THIS HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND  
REHABILITATION GRANT PROGRAM AGREEMENT*** (the “*Agreement*”) is made as of the

\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_, (the “*Effective Date*”) by and between the ***CITY OF BLACK  
HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado  
(the “*City*”) and **(Insert Applicant)** (the “*Property Owner*”) whose property address is **(Insert  
Property Address)**.

**RECITALS**

- A.*** The City has made certain proceeds of the Historic Restoration and Community Preservation Fund, available for the purpose of rehabilitating historic properties in the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Rehabilitation Grant Program*”).
- B.*** The Property Owner, who is the owner of a structure located at **(Insert Property Address)**, **Black Hawk, Colorado 80422**, (the “*Property*”) submitted an application under the Grant Program.

**AGREEMENT**

***NOW, THEREFORE***, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. **Grant / Emergency Grant.**

**1.1 Award.** The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to \$(**Insert Award Amount without Escrow Account funds**) (the “Award”) for the restoration and preservation of the Property.

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

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

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

- a. (Insert alternates, if any)

2. **Agreement, Acknowledgement and Representation by Property Owner.** The Property Owner hereby agrees with, and acknowledges and represents to the City that:
- 2.1 Review of Documents.** The Property Owner (a) has read this Agreement and the applicable “Historic Restoration and Community Preservation Fund Guide to Programs,” (b) fully understands the terms and conditions of the grant as set forth therein, and (c) agrees to be bound by those terms and conditions.
- 2.2 Failure to Comply.** Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner’s right to any Award payments.
- 2.3 No Liability.** The City nor the Owner’s Representative shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Grant Program, whether or not the Property Owner is actually paid any funds from the Award.
3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has twelve (12) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Award by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Award shall be disbursed to the Property Owner upon satisfaction of:
- 4.1 Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

**4.2 Building Permit.** If required by the nature of the rehabilitation of the Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Chief Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

**4.3 Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

**4.4 Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City's Grant Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before twelve (12) months after the issuance of the building permit if required by the City, or on or before twelve (12) months after the first disbursement is made to the Property Owner, whichever date comes first.

**5. Disbursement.**

**5.1 Grant Disbursement.** The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor and/or Owner's Representative Consultant. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor and/or Owner's Representative.

**5.2 Emergency Grant Disbursement.** The Property Owner is responsible for providing the information as described **5.1 above** except that the City shall be notified of the emergency within 14 calendar days (upon discovery) of the date of the emergency and the grant application shall be submitted within 45 calendar days of the date of the emergency. **IF THE APPLICATION FOR AN EMERGENCY GRANT IS NOT RECEIVED BY THE BLACK HAWK PLANNING DEPARTMENT FROM THE OWNER WITHIN THE TIME**

SPECIFIED HEREIN, THE APPLICATION SHALL BE DENIED BY THE PLANNING DEPARTMENT AS UNTIMELY.

6. **Termination of the Award.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, \_\_\_\_\_, 20\_\_\_\_ (The “***Termination Date***”), the Property Owner’s right to be paid the Award or any portion thereof shall automatically terminate.

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

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

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

**7.3 Avoidance of Security Requirement.** Property owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable



to the City upon the sale or transfer of the Property. If upon the sale or transfer of the Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

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

**If to the City:**

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

**If to the Property Owner:**

**(Insert Applicant Contract Information)**

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. **Miscellaneous:**

- 10.1 **Amendments and Supplements:** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.
- 10.2 **Severability.** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

- 10.3 Standard of Approval.** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.
- 10.4 Waiver.** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.
- 10.5 Time of the Essence.** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.
- 10.6 Governing Law.** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

***IN WITNESS WHEREOF***, the Property Owner and the City have executed this Agreement on the date first above written.

***CITY OF BLACK HAWK***, a municipal corporation  
organized and existing under the laws of the State  
of Colorado

**CITY OF BLACK HAWK**

\_\_\_\_\_  
David D. Spellman, Mayor

**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney



**EXHIBIT II**  
**FUNDING MATRIX**

DRAFT

## HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND FUNDING MATRIX

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

<b><u>Scope of Work</u></b>	<b><u>Preservation Easement</u></b>	<b><u>Rehabilitation Grant</u></b>	<b><u>Comments</u></b>
Trim		✓	
Interior Doors and Hardware		✓	
Countertops		✓	
Backsplash		✓	
Shower and Bath Accessories		✓	
Kitchen Fixtures		✓	
Bathroom Fixtures		✓	
Hose Bibs		✓	
Heating Systems		✓	
Ventilation Systems		✓	
Interior Rough MEP Utilities	✓		
Interior Trim MEP Utilities		✓	
BBQ Gas Line	✓		
Interior Lighting		✓	
Exterior Lighting	✓		
Ceiling Fans		✓	
Fire and Carbon Monoxide Detection		✓	
Radon Mitigation Systems	✓	✓	Rehabilitation Grant, if not included in a complete Rehabilitation with a Preservation Easement.