



REGULAR MEETING AGENDA

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

June 9, 2021
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: May 26, 2021
7. PUBLIC HEARINGS:
 - A. Ordinance 2021-14, An Ordinance Approving and Accomplishing the Disconnection of Property Known as the Dory Hill Road Properties
 - B. Ordinance 2021-15, An Ordinance Approving an Off-Site Partnership Memorandum of Understanding Between the City of Black Hawk and PorchLight, a Family Justice Center
 - C. Ordinance 2021-16, An Ordinance Approving the Receipt of a Grant from the Colorado Auto Theft Prevention Authority (CATPA) and the Metropolitan Auto Theft Task Force (C-MATT) for Automated License Plate Readers in an Amount Not to Exceed \$67,000.00
8. ACTION ITEMS:
 - A. Resolution 41-2021, A Resolution Approving the Purchase of a 2021 Ford F150 Police Vehicle in an Amount Not to Exceed \$60,000.00
 - B. Resolution 42-2021, A Resolution Approving the Purchase of the Allie Lode Mining Claim #4975
9. CITY MANAGER REPORTS:
10. CITY ATTORNEY:
11. EXECUTIVE SESSION:
12. ADJOURNMENT:

MISSION STATEMENT

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



**City of Black Hawk
City Council**

May 26, 2021

MEETING MINUTES

Police Chief Michelle Moriarty rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, May 26, 2021, at 3:00 p.m.

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

Virtual/Present Staff: Acting City Attorney Graham, City Manager Cole, Fire Chief Woolley, Police Chief Moriarty, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Community Planning & Development Director Linker, Baseline Engineering Consultants Harris and Esterl, 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 Martin confirmed there were no changes to the agenda.

4. **CONFLICTS OF
INTEREST:**

Acting City Attorney Graham 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.

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

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

6. APPROVAL OF
MINUTES: May 12, 2021

**MOTION TO
APPROVE**

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

MOTION PASSED

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

7. PUBLIC HEARINGS:

A. Resolution 32-2021, A Resolution Conditionally Approving the Site Development Plan and Certificate of Architectural Compatibility for the Golden Gilpin Mill Located at 7593 State Highway 119 (Black Hawk Boulevard)

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris introduced this project that has been in the works over the past couple of years. Baseline Consultant Esterl went through their presentation of the future improvements at the Golden Gilpin Mill for mining and milling activities and limited tourism. Those improvements include replacing the bridge over the creek, construction of a sand barn and a thickening tank, extension of water and electric services, and construction of temporary sanitary facilities. Staff recommends approval with one condition in the resolution.

Alderman Midcap had a question about the sediment pond.

The applicant, Matt Collins, introduced himself for the record. He said he was emotional at this moment as he had started working with the property owner George Otten back in 2017 to keep the structure from being reclaimed by the state due to it being unsafe. He went on to say they saw a better future for the property, it's been a lot of work, and everyone has been great to work with. They plan to showcase how small mills are run. He then introduced the rest of the team with him and explained the project. He said the sediment pond is for stormwater control and was done under the EPA's work in 2008. He explained the proposed sand barn is for the tailings, the thickening tank is to dewater the tailings, the processing is through gravity and floatation, and the plan to have the future sanitation line deferred until 2027 will help them greatly.

When asked about the look of the retaining wall, Mr. Collins responded

that the goal is to match and be as compatible with the City as possible.

Mayor Spellman asked about the noise from the mill, and Mr. Collins said the loudest piece of equipment would be the jaw crusher and then the ball mill and that they are under OSHA regulations for employees inside the building. He added that there shouldn't be much to hear; they have foam insulation, and the building is all wood.

Mayor Spellman asked about the timeframe for processing, and Mr. Collins said they have about 300 lbs. of material contained in those super sacs, and they will be the first material processed; it could be as early as Fall. He ended by saying it is very exciting to be bringing back a mill to the City of Mills, to which it was added that no gold coming out of Central City gets by without going through Black Hawk first!

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 32-2021, a Resolution conditionally approving the Site Development Plan and Certificate of Architectural Compatibility for the Golden Gilpin Mill located at 7593 State Highway 119 (Black Hawk Boulevard) open and invited anyone wanting to address the Board either "for" or "against" the proposed Resolution to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 32-2021, a Resolution conditionally approving the Site Development Plan and Certificate of Architectural Compatibility for the Golden Gilpin Mill located at 7593 State Highway 119 (Black Hawk Boulevard).

MOTION PASSED

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

8. ACTION ITEMS:

- A. Resolution 33-2021, A Resolution Approving a Temporary Construction Easement from Thomas David Greiner Co-Tr, Owner of 185 Clear Creek Street to the City of Black Hawk Granting Temporary Construction Access for the Exterior Painting of 191 Clear Creek Street**
- B. Resolution 34-2021, A Resolution Approving a Temporary Construction Easement from John Edward Blake, the Property Owner of 193 Clear Creek Street to the City of Black Hawk Granting Temporary Construction Access for the Exterior Painting of 195 Clear Creek Street and 191 Clear Creek Street**

- C. **Resolution 35-2021, A Resolution Approving a Temporary Construction Easement from Nancy Alice Works, Power of Attorney Representing the Property Owner of 171 Marchant Street to the City of Black Hawk Granting Temporary Construction Access for the Exterior Painting of 161 Marchant Street**
- D. **Resolution 36-2021, A Resolution Approving a Temporary Construction Easement from Robert Cameron, the Property Owner of 200 Dubois Street to the City of Black Hawk Granting Temporary Construction Access for the Exterior Painting of 201 Chase Street**

Mayor Spellman said instead of reading all the titles, he would do these all together under one umbrella motion; they are all Temporary Construction Easements for the paint program.

Community Planning & Development Director Linker explained the need to obtain neighboring property authority to access their property to paint the paint program's houses. She said everyone complied.

**MOTION TO
APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 33-2021, a Resolution approving a Temporary Construction Easement from Thomas David Greiner Co-Tr, owner of 185 Clear Creek Street to the City of Black Hawk granting temporary construction access for the exterior painting of 191 Clear Creek Street, Resolution 34-2021, a Resolution approving a Temporary Construction Easement from John Edward Blake, property owner of 193 Clear Creek Street to the City of Black Hawk granting temporary construction access for the exterior painting of 195 Clear Creek Street and 191 Clear Creek Street, Resolution 35-2021, a Resolution approving a Temporary Construction Easement from Nancy Alice Works, Power of Attorney representing the property owner of 171 Marchant Street to the City of Black Hawk granting temporary construction access for the exterior painting of 161 Marchant Street, and Resolution 36-2021, a Resolution approving a Temporary Construction Easement from Robert Cameron, the property owner of 200 Dubois Street to the City of Black Hawk granting temporary construction access for the exterior painting of 201 Chase Street.

MOTION PASSED

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

- E. **Resolution 37-2021, A Resolution Approving the Paint Proposals and Grant Program Agreements for Residential Properties Located at 201 Chase Street, 311 Chase Street, 301 Chase Street, 195 Clear Creek Street, 191 Clear Creek Street, 161 Marchant Street, 101 Hillside Street, 171 Marchant Street, 151 Marchant Street, 271 Church Street, and 281 High Street in a Total Amount Not to Exceed \$102,650.00**

Mayor Spellman read the title.

Community Planning & Development Director Linker introduced this item. She said that staff sent 29 eligibility letters out to property owners to participate in the Residential Paint Program; 13 responded, two withdrew, leaving 11 deciding to move forward in the program. She said site visits were conducted, and property owners are responsible for any repairs required before painting. She said \$100,000 is budgeted for this program, but Gonzales's proposal came in \$2,650 over budget. She asked Council to consider approving the total amount since the program was canceled last year due to Covid.

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 37-2021, a Resolution approving the Paint Proposals and Grant Program Agreements for residential properties located at 201 Chase Street, 311 Chase Street, 301 Chase Street, 195 Clear Creek Street, 191 Clear Creek Street, 161 Marchant Street, 101 Hillside Street, 171 Marchant Street, 151 Marchant Street, 271 Church Street, and 281 High Street in a total amount not to exceed \$102,650.00.

MOTION PASSED

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

F. Resolution 38-2021, A Resolution Approving the Second Addendum to Professional Services Agreement with SAFEbuilt, LLC

Mayor Spellman read the title.

Community Planning & Development Director Linker informed Council that the Development Services Coordinator Ashley Wilson had given her notice and left last week. She had asked SAFEbuilt to fill that role temporarily, maybe 2 – 2 ½ days per week, until they can advertise and hire someone new. She said Emily Richards from SAFEbuilt trained with Ashley and is currently helping out. She asks for their original contract to be amended to add administrative services at \$50/hour.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 38-2021, a Resolution approving the Second Addendum to Professional Services Agreement with SAFEbuilt, LLC.

MOTION PASSED

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

G. Resolution 39-2021, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

Mayor Spellman read the title.

Community Planning & Development Director Linker introduced this item. The recommended changes were highlighted in yellow on the fee schedule included in the packet, they pertained to the Conveyance Fees and Public Works had some changes to their Right-of-Way Use Permit and added State Highway Access Permits.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 39-2021, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

MOTION PASSED

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

H. Resolution 40-2021, A Resolution Approving the Agreement Regarding Access to City Property Adjacent to the Historic Gilpin Tramway Between the City and Bonanza Land LLC

Mayor Spellman read the title.

City Manager Cole introduced this item. He said the City has an existing gate on the tramway close to our City limits, but with the expansion of our growth area, the goal is to move the gate to the furthest point to the south of the growth area, which is the Bueno Mining Lode owned by Bonanza Land LLC. The agreement is to place the gate there, which will prevent vehicles from crossing our property and Bonanza LLC, he said. The public can still walk around it, but no vehicles can get through.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 40-2021, a Resolution approving the agreement regarding access to City property adjacent to the Historic Gilpin Tramway between the City and Bonanza Land LLC.

MOTION PASSED

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

9. CITY MANAGER REPORTS:

City Manager Cole had nothing to report.

10. CITY ATTORNEY: Acting City Attorney Graham had nothing to report.

11. EXECUTIVE
SESSION: None

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

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 14
ORDINANCE 2021-14
AN ORDINANCE
APPROVING AND
ACCOMPLISHING THE
DISCONNECTION OF
PROPERTY KNOWN AS
THE DORY HILL ROAD
PROPERTIES**

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

COUNCIL BILL NUMBER: CB-14

ORDINANCE NUMBER: 2021-14

**TITLE: AN ORDINANCE APPROVING AND ACCOMPLISHING THE
DISCONNECTION OF PROPERTY KNOWN AS THE DORY HILL ROAD
PROPERTIES**

WHEREAS, on April 2, 2021, the City initiated an application for disconnection of certain real property known as the Dory Hill Road Properties from the City, and the City Clerk referred the application to the City Council for its consideration at its next regular meeting;

WHEREAS, at the April 28, 2021, City Council meeting, City Council reviewed and gave preliminary approval to the application for disconnection by Resolution No. 28-2021, which resolution ordered a public hearing to take place on June 9, 2021;

WHEREAS, on or before May 21, 2021, the City Clerk provided notice of the proposed disconnection to the property owners, special districts, and Gilpin County as required by Section 1-210(b)(2) of the Black Hawk Municipal Code;

WHEREAS, on June 9, 2021, City Council held a duly noticed public hearing at which it considered staff reports and comments, if any, from any property owner, special district representative, Gilpin County representative, and members of the public in favor of or against the application for disconnection; and

WHEREAS, having followed the necessary process, the City Council now wishes to make the findings necessary to disconnect from the City the property known as the Dory Hill Road Properties.

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

Section 1. As required by Section 1-212 of the Black Hawk Municipal Code, City Council finds and determines as follows as to the property described in **Exhibit A**, attached hereto and incorporated herein, situated, lying, and being in the County of Gilpin, State of Colorado, consisting of approximately 31.74 acres (the “Dory Hill Road Properties”):

(a) The best interests of the City will not be prejudiced by the disconnection of the Dory Hill Road Properties;

(b) The Dory Hill Road Properties are not urban and cannot, in the foreseeable future, be urbanized;

(c) The Dory Hill Road Properties cannot be reasonably integrated with the City;

(d) Urban services cannot be reasonably extended to serve the Dory Hill Road Properties; and

(e) Disconnection of the Dory Hill Road Properties will not create a hardship or impairment to Gilpin County or any special district.

Section 2. The disconnection by and from the City of Black Hawk, State of Colorado, of the Dory Hill Road Properties meets all requirements the provisions of Section 1-210(b) of the Black Hawk Municipal Code, and therefore, said disconnection is hereby approved and made effective.

Section 3. From and after the date of this Ordinance, the Dory Hill Road Properties shall not be within the corporate limits of the City of Black Hawk for any purpose. The zoning placed on the Dory Hill Road Properties by the City remains in force and effect after disconnection unless and until changed by Gilpin County.

Section 4. The City Clerk shall file the two certified copies of this Ordinance with the Clerk and Recorder of the County of Gilpin, State of Colorado, one for recording and one for transmission to the division of local government in the Department of Local Affairs, as required by C.R.S. § 24-32-109.

Section 5. This disconnection shall become effective upon the date of this Ordinance except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Ordinance. Payment of any taxes lawfully assessed against the Dory Hill Properties for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits shall be paid over to the City by the County Treasurer to be applied only to the payment of such indebtedness.

READ, PASSED AND ORDERED POSTED this 9th day of June, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M. FROM WHENCE THE EAST SIXTEENTH CORNER OF SAID SECTION 7 AND SECTION 6 BEARS NORTH 89°12'50" EAST A DISTANCE OF 1293.41 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, SAID POINT OF BEGINNING ALSO BEING ON THE SOUTHWESTERLY LINE OF THAT PROPERTY DESCRIBED IN CITY OF BLACK HAWK ORDINANCE: 2017-10 AS RECORDED UNDER RECEPTION NUMBER 159277;

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING EIGHTEEN (18) COURSES;

1. S 00° 55' 19" E A DISTANCE OF 451.46 FEET.
2. N 50° 57' 14" E A DISTANCE OF 375.99 FEET.
3. S 38° 37' 51" E A DISTANCE OF 150.00 FEET.
4. S 51° 14' 05" W A DISTANCE OF 432.91 FEET.
5. N 43° 31' 33" W A DISTANCE OF 68.67 FEET.
6. S 01° 07' 43" E A DISTANCE OF 86.30 FEET.
7. S 30° 27' 25" E A DISTANCE OF 74.46 FEET.
8. N 59° 22' 05" E A DISTANCE OF 808.87 FEET.
9. N 47° 49' 05" E A DISTANCE OF 83.49 FEET.
10. S 41° 04' 45" E A DISTANCE OF 159.41 FEET.
11. S 48° 40' 19" W A DISTANCE OF 189.86 FEET.
12. S 46° 38' 45" E A DISTANCE OF 109.50 FEET.
13. S 42° 43' 00" W A DISTANCE OF 199.07 FEET.
14. N 61° 29' 36" E A DISTANCE OF 763.36 FEET.
15. S 25° 14' 41" E A DISTANCE OF 150.48 FEET.
16. S 60° 54' 00" W A DISTANCE OF 773.03 FEET.
17. S 73° 32' 03" E A DISTANCE OF 754.98 FEET.
18. S 17° 47' 26" W A DISTANCE OF 147.27 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7.

THENCE S 88° 00' 41" W ON SAID SOUTH LINE A DISTANCE OF 117.75 FEET.

THENCE S 88° 00' 41" W ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 A DISTANCE OF 1313.63 FEET.

THENCE S 88° 00' 41" W FOR A DISTANCE OF 305.24 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF DORY HILL ROAD (ASSUMED RIGHT OF WAY PER THE LETTER DATED JANUARY 11, 1995, RE: DORY HILL/FOURMILE GULCH (COUNTY ROAD NO. 2)),

THENCE ON SAID EASTERLY RIGHT OF WAY ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24° 17' 10", A RADIUS OF 492.57 FEET AND AN ARC LENGTH OF 208.79 FEET, AND WHOSE LONG CHORD BEARS N 12° 41' 05" E A DISTANCE OF 207.23 FEET TO A POINT OF NON-TANGENCY.

THENCE, N 84° 02' 21" W A DISTANCE OF 32.18 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF DORY HILL ROAD (ASSUMED RIGHT OF WAY PER THE LETTER DATED JANUARY 11, 1995, RE: DORY HILL/FOURMILE GULCH (COUNTY ROAD NO. 2)),

THENCE ON SAID WESTERLY RIGHT OF WAY THE FOLLOWING EIGHT (8) COURSES;

1. ON AN ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22° 03' 00", A RADIUS OF 439.93 FEET AND AN ARC LENGTH OF 169.31 FEET, AND WHOSE LONG CHORD BEARS N 01° 18' 14" W A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY.
2. N 12° 19' 44" W A DISTANCE OF 279.57 FEET TO POINT OF CURVATURE,
3. ON AN ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22° 11' 48", A RADIUS OF 324.38 FEET AND AN ARC LENGTH OF 125.66 FEET, AND WHOSE LONG CHORD BEARS N 02° 40' 01" W A DISTANCE OF 124.88 FEET TO A POINT OF CURVATURE.
4. ON AN ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 07° 23' 08", HAVING A RADIUS OF 1123.58 FEET AND AN ARC LENGTH OF 144.83 FEET, AND WHOSE LONG CHORD BEARS N 01° 24' 51" E A DISTANCE OF 144.73 FEET TO A POINT OF TANGENCY.
5. N 02° 16' 44" W A DISTANCE OF 69.12 FEET TO A POINT OF CURVATURE,
6. ON AN ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18° 47' 29", HAVING A RADIUS OF 792.45 FEET AND AN ARC LENGTH OF 259.90 FEET, AND WHOSE LONG CHORD BEARS N 07° 07' 01" E A DISTANCE OF 258.74 FEET TO A POINT OF NON-TANGENCY.
7. N 17° 18' 14" E A DISTANCE OF 85.81 FEET.
8. N 14° 33' 00" E A DISTANCE OF 436.44 FEET TO A POINT ON THE CITY OF BLACK HAWK BOUNDARY AS RECORDED IN BOOK 557 AT PAGES 117-120.

THENCE S 72° 52' 35" E ON SAID BLACK HAWK BOUNDARY LINE A DISTANCE OF 45.68 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ORDINANCE: 2017-10 AS RECORDED UNDER RECEPTION NUMBER 159277.

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING SEVEN (7) COURSES;

1. S 13° 55' 05" W A DISTANCE OF 87.70 FEET.
2. S 79° 25' 35" E A DISTANCE OF 36.45 FEET.
3. N 30° 59' 08" E A DISTANCE OF 42.15 FEET.
4. S 59° 43' 42" E A DISTANCE OF 49.47 FEET.
5. S 29° 13' 16" W A DISTANCE OF 364.55 FEET.
6. S 18° 08' 38" W A DISTANCE OF 82.29 FEET.
7. N 88° 05' 43" E A DISTANCE OF 253.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,382,623 SQ. FT. OR 31.74 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

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

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

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



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: City Initiated Disconnection of lands from the City of Black Hawk.

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

MOTION TO APPROVE ORDINANCE 2021-14, AN ORDINANCE APPROVING AND ACCOMPLISHING THE DISCONNECTION OF PROPERTY KNOWN AS THE DORY HILL ROAD PROPERTIES.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CHAPTER 1, ARTICLE XI - Disconnection of Territory from the City - is the section of the Black Hawk Municipal Code relevant to disconnection of territory from the City of Black Hawk and this project is specifically a disconnection following the City initiated application process.

On April 1, 2021 the City of Black Hawk submitted a city-initiated application to disconnect territory from the boundaries of the City. Pursuant to Chapter 1, Article XI of the City of Black Hawk Municipal Code, the City may initiate a disconnection application.

On April 28, 2021 the City of Black Hawk City Council adopted Resolution 28-2021. That resolution accepted the disconnection application and set a public hearing date of Wednesday, June 9, 2021 at 3:00 p.m. In accordance with Sec. 1-210(b) of the Black Hawk Municipal Code, at least 20 days prior to the hearing notice of the application and hearing was posted on the property. In addition, required notice of the application and hearing was mailed to all property owners of record and special districts with the area considered to be disconnected.

The territory proposed to be disconnected is located along and east of Dory Hill Road and north of the intersection with the driveway to the Dory Hill Water Treatment Plant. The territory proposed to be disconnected is contiguous with the city's external boundary in this area of the City. The disconnection would remove approximately 31.74 acres of territory from the City.

AGENDA DATE: June 9, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

DOCUMENTS ATTACHED:

1. Ordinance 2021-14
2. Copy of Mailed Notice of Application and Hearing
3. List of Owners and Districts

RECORD:

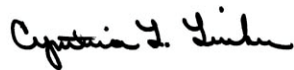
[X]Yes []No

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

CITY ATTORNEY REVIEW:

[X]Yes []N/A

SUBMITTED BY:

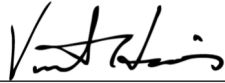


Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation



Administrative Services

201 Selak Street
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-2293 Office
303-582-0429 Fax

Mayor

David D. Spellman

Aldermen

Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney

Corey Y. Hoffmann

City Manager

Stephen N. Cole

City Clerk /

Administrative Services Director

Melissa A. Greiner

**Community Planning & Development
Director**

Cynthia L. Linker

Finance Director

Lance R. Hillis

Fire Chief / Emergency Manager

Christopher K. Woolley

Police Chief

Michelle Moriarty

Public Works Director

Thomas Isbester

**COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION**

May 18, 2021

Notice of Hearing

**RE: Disconnection of the Dory Hill Road Properties from the City of
Black Hawk city limits**

Dear Property Owner, Special District or County,

Pursuant to the City of Black Hawk Municipal Code Section 1-210(b)(2), this notice of disconnection is provided to you regarding the disconnection of property known as the Dory Hill Road Properties.

On April 2, 2021, the City initiated the application for disconnection, and the City Clerk referred the application to the City Council for its consideration. At the April 28, 2021 City Council meeting, City Council reviewed and gave preliminary approval to the application for disconnection and ordered a public hearing to be held on June 9, 2021 to review any comments and potentially make a final decision on the matter.

You are hereby notified that a public hearing for the disconnection of property known as the Dory Hill Road Properties is to be held before the City of Black Hawk Board of Aldermen on Wednesday, June 9, 2021 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned. All interested parties may attend.

The legal description of the Dory Hill Road Properties is attached with this notice of public hearing.

If you have questions or wish to speak to or connect with the contract planner for this item, please contact:

Vince Harris, AICP
Baseline Corporation
303-202-5010 ext. 217
vince@baselinecorp.com

Thank you,

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Attachment: Public Hearing Notice and Legal Description of Property to be Disconnected

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a disconnection of property located along Dory Hill Road and lands east of Dory Hill Road as described in Exhibit A, pursuant to Chapter 1 Article XI of the City of Black Hawk municipal code.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, June 9, 2021, at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M. FROM WHENCE THE EAST SIXTEENTH CORNER OF SAID SECTION 7 AND SECTION 6 BEARS NORTH 89°12'50" EAST A DISTANCE OF 1293.41 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, SAID POINT OF BEGINNING ALSO BEING ON THE SOUTHWESTERLY LINE OF THAT PROPERTY DESCRIBED IN CITY OF BLACK HAWK ORDINANCE: 2017-10 AS RECORDED UNDER RECEPTION NUMBER 159277; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING EIGHTEEN (18) COURSES;

1. S 00° 55' 19" E A DISTANCE OF 451.46 FEET.
2. N 50° 57' 14" E A DISTANCE OF 375.99 FEET.
3. S 38° 37' 51" E A DISTANCE OF 150.00 FEET.
4. S 51° 14' 05" W A DISTANCE OF 432.91 FEET.
5. N 43° 31' 33" W A DISTANCE OF 68.67 FEET.
6. S 01° 07' 43" E A DISTANCE OF 86.30 FEET.
7. S 30° 27' 25" E A DISTANCE OF 74.46 FEET.
8. N 59° 22' 05" E A DISTANCE OF 808.87 FEET.
9. N 47° 49' 05" E A DISTANCE OF 83.49 FEET.
10. S 41° 04' 45" E A DISTANCE OF 159.41 FEET.
11. S 48° 40' 19" W A DISTANCE OF 189.86 FEET.
12. S 46° 38' 45" E A DISTANCE OF 109.50 FEET.
13. S 42° 43' 00" W A DISTANCE OF 199.07 FEET.

14. N 61° 29' 36" E A DISTANCE OF 763.36 FEET.
15. S 25° 14' 41" E A DISTANCE OF 150.48 FEET.
16. S 60° 54' 00" W A DISTANCE OF 773.03 FEET.
17. S 73° 32' 03" E A DISTANCE OF 754.98 FEET.
18. S 17° 47' 26" W A DISTANCE OF 147.27 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7.

THENCE S 88° 00' 41" W ON SAID SOUTH LINE A DISTANCE OF 117.75 FEET.

THENCE S 88° 00' 41" W ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 A DISTANCE OF 1313.63 FEET.

THENCE S 88° 00' 41" W FOR A DISTANCE OF 305.24 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF DORY HILL ROAD (ASSUMED RIGHT OF WAY PER THE LETTER DATED JANUARY 11, 1995, RE: DORY HILL/FOURMILE GULCH (COUNTY ROAD NO. 2)),

THENCE ON SAID EASTERLY RIGHT OF WAY ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24° 17' 10", A RADIUS OF 492.57 FEET AND AN ARC LENGTH OF 208.79 FEET, AND WHOSE LONG CHORD BEARS N 12° 41' 05" E A DISTANCE OF 207.23 FEET TO A POINT OF NON-TANGENCY. THENCE, N 84° 02' 21" W A DISTANCE OF 32.18 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF DORY HILL ROAD (ASSUMED RIGHT OF WAY PER THE LETTER DATED JANUARY 11, 1995, RE: DORY HILL/FOURMILE GULCH (COUNTY ROAD NO. 2)),

THENCE ON SAID WESTERLY RIGHT OF WAY THE FOLLOWING EIGHT (8) COURSES;

1. ON AN ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22° 03' 00", A RADIUS OF 439.93 FEET AND AN ARC LENGTH OF 169.31 FEET, AND WHOSE LONG CHORD BEARS N 01° 18' 14" W A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY.
2. N 12° 19' 44" W A DISTANCE OF 279.57 FEET TO POINT OF CURVATURE,
3. ON AN ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22° 11' 48", A RADIUS OF 324.38 FEET AND AN ARC LENGTH OF 125.66 FEET, AND WHOSE LONG CHORD BEARS N 02° 40' 01" W A DISTANCE OF 124.88 FEET TO A POINT OF CURVATURE.
4. ON AN ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 07° 23' 08", HAVING A RADIUS OF 1123.58 FEET AND AN ARC LENGTH OF 144.83 FEET, AND WHOSE LONG CHORD BEARS N 01° 24' 51" E A DISTANCE OF 144.73 FEET TO A POINT OF TANGENCY.
5. N 02° 16' 44" W A DISTANCE OF 69.12 FEET TO A POINT OF CURVATURE,
6. ON AN ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18° 47' 29", HAVING A RADIUS OF 792.45 FEET AND AN ARC

LENGTH OF 259.90 FEET, AND WHOSE LONG CHORD BEARS N 07° 07' 01" E A DISTANCE OF 258.74 FEET TO A POINT OF NON-TANGENCY.

7. N 17° 18' 14" E A DISTANCE OF 85.81 FEET.
8. N 14° 33' 00" E A DISTANCE OF 436.44 FEET TO A POINT ON THE CITY OF BLACK HAWK BOUNDARY AS RECORDED IN BOOK 557 AT PAGES 117-120.

THENCE S 72° 52' 35" E ON SAID BLACK HAWK BOUNDARY LINE A DISTANCE OF 45.68 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ORDINANCE: 2017-10 AS RECORDED UNDER RECEPTION NUMBER 159277.

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING SEVEN (7) COURSES;

1. S 13° 55' 05" W A DISTANCE OF 87.70 FEET.
2. S 79° 25' 35" E A DISTANCE OF 36.45 FEET.
3. N 30° 59' 08" E A DISTANCE OF 42.15 FEET.
4. S 59° 43' 42" E A DISTANCE OF 49.47 FEET.
5. S 29° 13' 16" W A DISTANCE OF 364.55 FEET.
6. S 18° 08' 38" W A DISTANCE OF 82.29 FEET.
7. N 88° 05' 43" E A DISTANCE OF 253.58 FEET TO THE POINT OF BEGINNING.

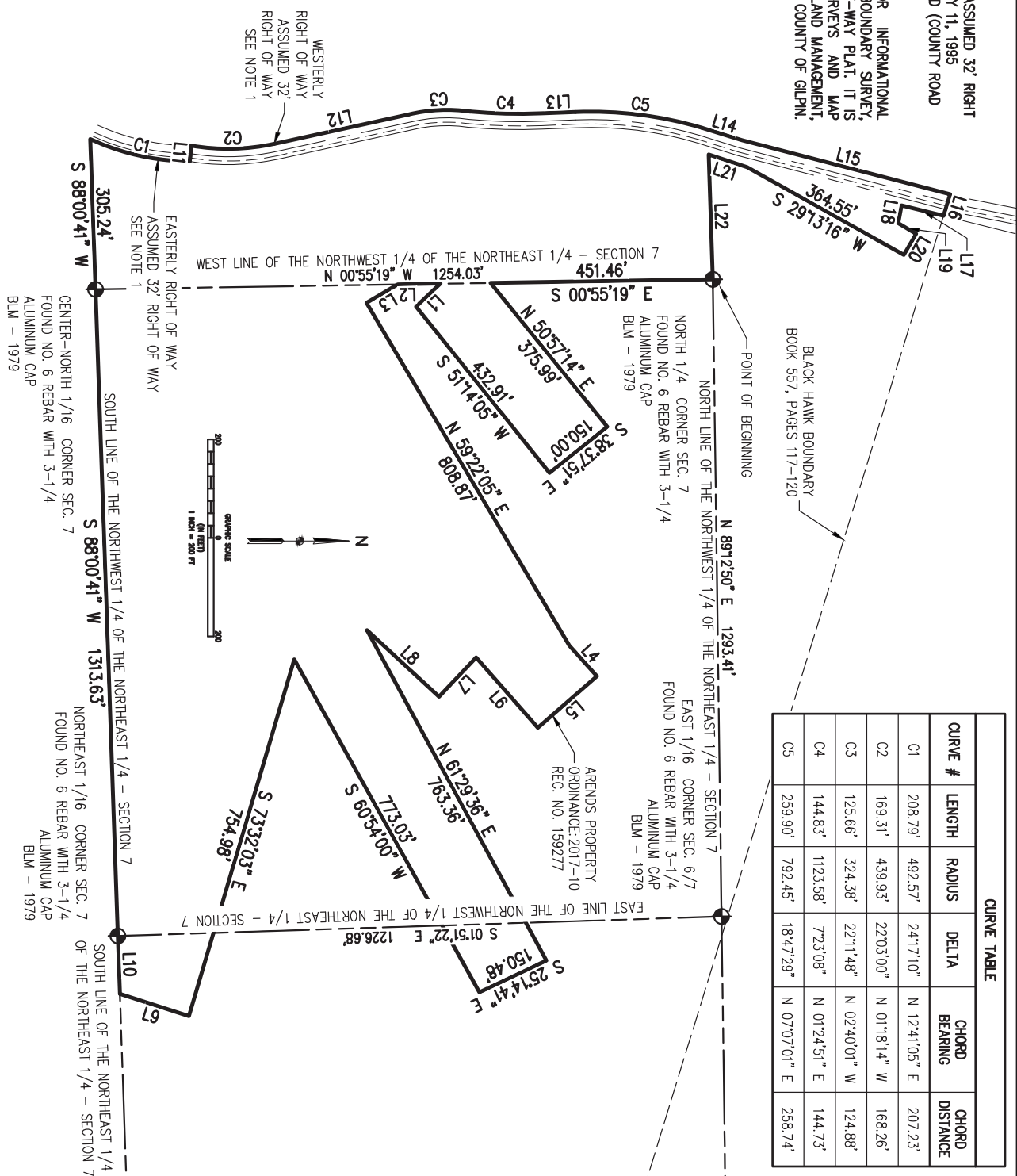
SAID PARCEL CONTAINS 1,382,623 SQ. FT. OR 31.74 ACRES MORE OR LESS.

1. DORY HILL ROAD RIGHT OF WAY IS ASSUMED 32' RIGHT
OF WAY PER LETTER DATED JANUARY 11, 1995
RE: DORY HILL/FOURMILE GULCH ROAD (COUNTY ROAD
NO. 2)

2. THIS MAP WAS PREPARED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A BOUNDARY SURVEY. LAND SURVEY PLAT, OR RIGHT-OF-WAY PLAT. IT IS BASED UPON FIELD NOTES, SURVEYS AND MATERIALS ACQUIRED FROM THE BUREAU OF LAND MANAGEMENT THE CITY OF BLACK HAWK AND THE COUNTY OF GILPIN.

LINE #	BEARING	DISTANCE
--------	---------	----------

L1	N 43°31'33" W	68.67'
L2	S 01°07'43" E	86.30'
L3	S 30°27'25" E	74.46'
L4	N 47°49'05" E	83.49'
L5	S 41°04'45" E	159.41'
L6	S 48°40'19" W	189.86'
L7	S 46°38'45" E	109.50'
L8	S 42°43'00" W	199.07'
L9	S 17°47'26" W	147.27'
L10	S 88°00'41" W	117.75'
L11	N 84°02'21" W	32.16'
L12	N 12°19'44" W	279.57'
L13	N 02°16'44" W	69.12'
L14	N 17°18'13" E	85.81'
L15	N 14°33'00" E	436.44'
L16	S 72°52'35" E	45.68'
L17	S 13°55'05" W	87.70'
L18	S 79°25'35" E	36.45'
L19	N 30°59'08" E	42.15'
L20	S 59°43'42" E	49.47'
L21	S 18°08'38" W	82.29'
L22	N 88°05'43" E	253.58'



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	208.79'	492.57'	24°17'10"	N 12°41'05" E	207.23'
C2	169.31'	439.93'	22°03'00"	N 01°18'14" W	168.26'
C3	125.66'	324.38'	22°11'48"	N 02°40'01" W	124.88'
C4	144.83'	1123.58'	7°23'08"	N 01°24'51" E	144.73'
C5	259.90'	792.45'	18°47'29"	N 07°07'01" E	258.74'

CITY OF BLACK HAWK

DISCONNECTION

SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PM
EXHIBIT

COUNTY OF GILPIN

REVISION	DESCRIPTION
1	Initial release

PREPARED BY DATE

DESIGNED BY

DRAIN BY

AAD

ESW



Posting of notice on property along Dory Hill Road – placed on May 19, 2021



Property Owners of Record Within the Territory		
County of Gilpin	PO BOX 366	CENTRAL CITY, CO 80427-0366
Ronald & Joyce Walters	PO BOX 1	EADS, CO 81036
Verdonna L Colby	10001 NELSON ST	BROOMFIELD, CO 80021
Chanda Rose & Lucus Michael Johnson	PO BOX 649	BLACK HAWK, CO 80422
Pat Baker	515 E Carefree Hwy #273	Phoenix, AZ 85085
City of Black Hawk	PO Box 68	Black Hawk, CO 80422
Property Owners of Record Adjacent and/or Within the Territory		
Ota Herbert Y & Ota Ryan H	1815 HOOKOE ST	PEARL CITY, HI 96782-1705
Arends Wesley F & Shirley A	PO Box 649	Black Hawk, CO 80422
ARENDS JORDANA LERRAINE & ALEX A GOLDSTEIN TRUST	5796 DUNRAVEN ST	GOLDEN, CO 80403
Special Districts Within the Territory		
Gilpin County School District RE-1	10595 Highway 119	Black Hawk, CO 80422
Timberline Fire Protection District	660 Highway 46	Black Hawk, CO 80422
Black Hawk - Central City Sanitation District	P.O. Box 362	Black Hawk, CO 80422

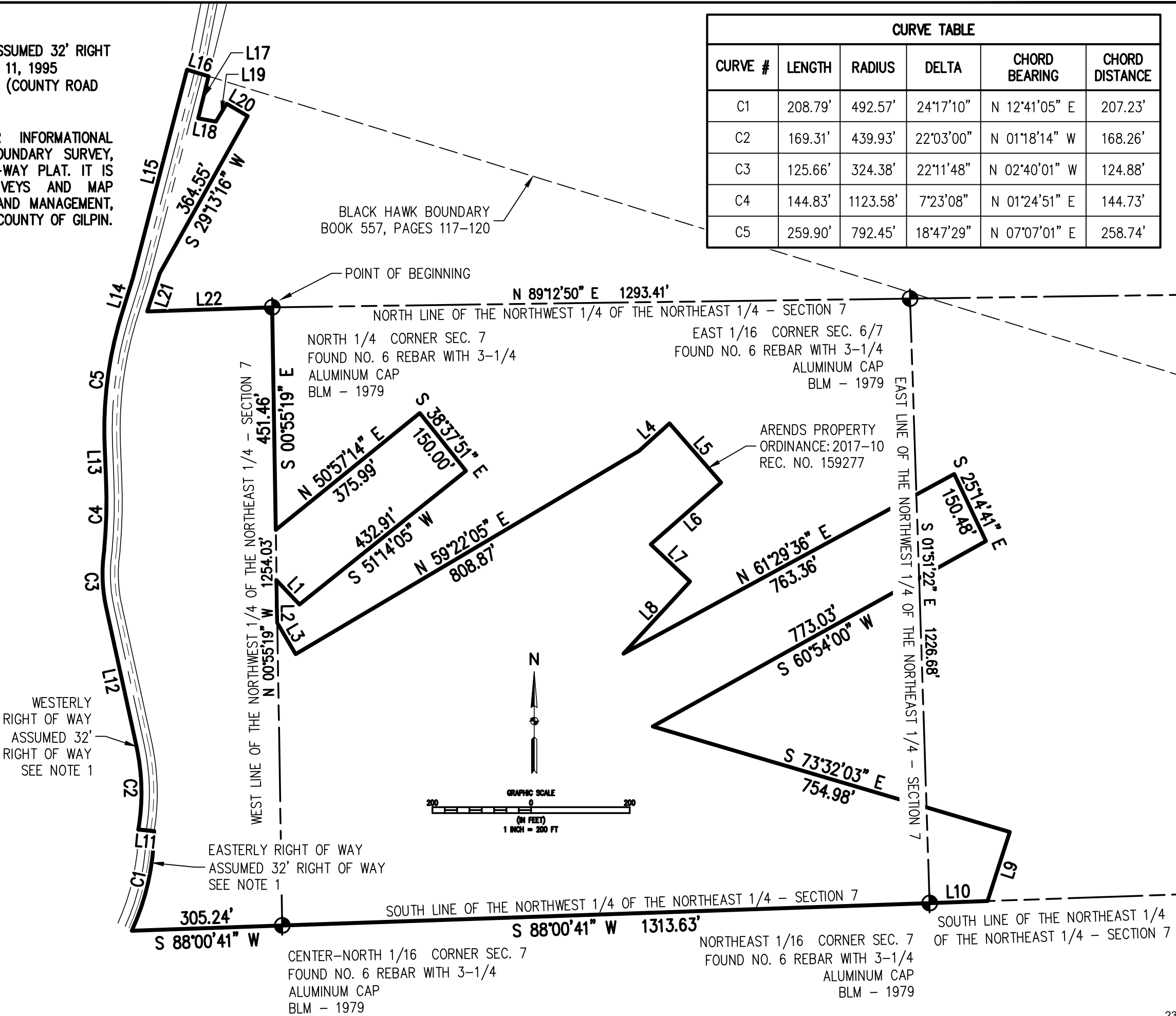
Source: Gilpin County Assessor
As of March 30, 2021

N:\PLANNING LLC\141 Planning Black Hawk\2021 Black Hawk Planning Cases\141-P-21-02 Colby Disconnection\141-P-21-02 SURVEY BASE.dwg, 3/31/2021 9:59:00 AM, Aaron Demo

NOTES:

1. DORY HILL ROAD RIGHT OF WAY IS ASSUMED 32' RIGHT OF WAY PER LETTER DATED JANUARY 11, 1995
RE: DORY HILL/FOURMILE GULCH ROAD (COUNTY ROAD NO. 2)
2. THIS MAP WAS PREPARED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A BOUNDARY SURVEY, LAND SURVEY PLAT, OR RIGHT-OF-WAY PLAT. IT IS BASED UPON FIELD NOTES, SURVEYS AND MAP ACQUIRED FROM THE BUREAU OF LAND MANAGEMENT, THE CITY OF BLACK HAWK AND THE COUNTY OF GILPIN.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 43°31'33" W	68.67'
L2	S 01°07'43" E	86.30'
L3	S 30°27'25" E	74.46'
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L13	N 02°16'44" W	69.12'
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L17	S 13°55'05" W	87.70'
L18	S 79°25'35" E	36.45'
L19	N 30°59'08" E	42.15'
L20	S 59°43'42" E	49.47'
L21	S 18°08'38" W	82.29'
L22	N 88°05'43" E	253.58'



DESIGNED BY
COBH

DRAWN BY
AAD

CHECKED BY
ESW

REVISION DESCRIPTION

DATE

PREPARED BY

CITY OF BLACK HAWK

COUNTY OF GILPIN

DISCONNECTION

SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PM
EXHIBIT

INITIAL SUBMITTAL 4/1/21

DRAWING SIZE 11" X 17"

SURVEY FROM 3/24/21

SURVEY DATE 3/24/21

JOB NO. 141-P-21-02

DRAWING NAME 141-P-21-02 SURVEY BASE.dwg

SHEET 1 OF 1

23 of 83

BASELINE

Engineering · Planning · Surveying

12 W RUBY DRIVE SUITE 210 • GOLDEN, COLORADO 80403
P: 303.940.8868 • F: 303.940.8869 • www.baseline.com

12 W RUBY DRIVE SUITE 210 • GOLDEN, COLORADO 80403
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**COUNCIL BILL 15
ORDINANCE 2021-15
AN ORDINANCE
APPROVING AN OFF-SITE
PARTNERSHIP
MEMORANDUM OF
UNDERSTANDING
BETWEEN THE CITY OF
BLACK HAWK AND
PORCHLIGHT, A FAMILY
JUSTICE CENTER**

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

COUNCIL BILL NUMBER: CB15

ORDINANCE NUMBER: 2021-15

**TITLE: AN ORDINANCE APPROVING AN OFF-SITE PARTNERSHIP
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
BLACK HAWK AND PORCHLIGHT, A FAMILY JUSTICE CENTER**

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

Section 1. The City of Black Hawk hereby approves the Off-Site Partnership Memorandum of Understanding between the City of Black Hawk and Porchlight, a Family Justice Center, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

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

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

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

READ, PASSED AND ORDERED POSTED this 9th day of June, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Memorandum of Understanding (MOU) for the Family Justice Center PorchLight

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

MOTION TO APPROVE *Council Bill 15, an Ordinance approving an off-site partnership Memorandum of Understanding between the City of Black Hawk and PorchLight, a Family Justice Center*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The operations manual for PorchLight, A Family Justice Center (PorchLight) is designed to assist the PorchLight staff, on and off-site partners, interns, volunteers and any individual who may work with, or visit PorchLight. PorchLight is a collaborative professional environment to assist individuals who have been impacted by violence. A Family Justice Center is one location where victims and survivors can go to receive the critical services that they need. PorchLight will provide convenient, collaborative support. PorchLight serves victims and survivors of domestic violence, sexual assault, child abuse, elder abuse, at-risk individual abuse, and human trafficking., (the “Core Service Areas”) Guests are not required to file a police report, or have a civil or criminal case to receive services. There is no required referral form or process; Guests may walk in or are welcome to make an appointment if need be. The services are free and voluntary and Guests are not screened, except to ensure the person causing harm to them is not on-site.

PorchLight operates from one primary location, 11100 W 8th Ave Lakewood CO, 80215, and serves all of Jefferson and Gilpin Counties. PorchLight will make every effort not to turn away Guests that are outside of the jurisdictional boundaries of Jefferson and Gilpin Counties, especially those who have fled from other areas and come to PorchLight in their efforts to seek safety. It is the policy of PorchLight to provide every Guest with some assistance, information, and/or referral. Every effort should be made to assist Guests in need of services by providing information, to the best of our ability, about PorchLight, the legal system, referrals to off-site partners, personal connections, or directions.

Website: <https://www.porchlightfjc.org/>

This MOU is essential to Black Hawk PD because often, our Victims are from the metro area. Joining the MOU displays the care and compassion that we have for victims of crime in our city and county.

AGENDA DATE: June 9, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: No Cost to the City of Black Hawk

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Investigation's Commander Troy Cooper

DOCUMENTS ATTACHED: Yes
Memorandum of Understanding (MOU)
Porchlight Operations Manuel

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Michelle Moriarty, Chief of Police

REVIEWED BY:



Stephen N. Cole, City Manager



PORCHLIGHT A FAMILY JUSTICE CENTER

Off-Site Partnership Memorandum of Understanding

This Off-Site Partnership Memorandum of Understanding (MOU) dated for reference purposes _____, 2021, is by and among The Black Hawk Police Department (the Participant), and PorchLight, a Family Justice Center ("PorchLight" and together with Participant, the "Parties"). The Parties, and other partner agencies and organizations entering into MOUs with PorchLight (the "Partners"), intend to work cooperatively and collaboratively at the Family Justice Center (the "Center") to improve the lives of those who are impacted by domestic violence, sexual assault, elder abuse, child abuse, at-risk individual abuse, and human trafficking by facilitating better access to services and staff of community organizations and government agencies in a single, safe location.

To facilitate the operation of the Center, the Parties are entering into this Off-Site Partnership MOU to establish the expectations and commitments of the Parties.

There are times when agencies are unable to commit to having full or part-time staff at the Center. When this occurs, there is an increased need to establish an effective and efficient method of referral so that Guests of the Center ("Guests") receive the services needed. The Participant agrees, whenever possible, to provide services at the Center; however, when that is not feasible, the Parties agree to establish a standard referral process to provide the needed resources and services.

The Parties intend to offer needed resources and services, increase collaboration among the Partners, and enhance safety, efficiency and justice for Guests. The Parties recognize that while there are differences in each Participant's mission, role and legal mandates, there is value and increased impact by working cooperatively and collaboratively with a community of service providers at the Center.

This MOU sets forth the general understanding between the Parties regarding the operation of the Center and the ways in which Participant will provide services to, and participate in, the Center, recognizing that the individual MOUs with other Partners will vary, consistent with the goals and objectives for the Center.



I. CENTER SERVICES:

PorchLight intends that, once the Center is formed and operational, the Center will provide the Participant with the following amenities and services when Participant is present in the Center providing services to Guests, to the extent the same are available:

- a. Temporary work space and office technology infrastructure;
- b. Use of common areas and facilities in the building, which may include waiting areas, interview rooms, conference rooms, kitchen area, break room and reception area, as established at the Center;
- c. Use of the children care center for Guests' children, while the Guest is receiving services at the Center, if established at the Center;
- d. Basic janitorial services, internal and external maintenance of the facility and grounds;
- e. Access to a photocopy/scanner/fax machine for necessary and reasonable use related to delivery of Guest services at the Center;
- f. Parking areas as available on the building premises;
- g. An Executive Director and governing Board of Directors responsible for operation of the Center;
- h. Staffing to provide initial intake and screening information for all new Guests seeking services at the Center;
- i. Facilitation of efficient and effective delivery of services among Partners;
- j. Opportunities for cross-training to facilitate the collaborative endeavors and operations of the Center;
- k. Training and materials explaining the operations of, and services offered at the Center;
- l. Data identifying outcomes and evaluation measures for services provided at the Center; and
- m. Reasonable efforts to provide a safe and secure work environment.

II. PARTICIPANT COMMITMENT:

The Participant agrees to provide complete services of Participant Agency to Guests referred or contacted through the Center under the following general conditions:

- a. In furtherance of Best Practices and the mission of PorchLight, Participant will make all reasonable efforts to assign staff to respond to PorchLight to provide services to Guests within 1 hour of such request by PorchLight staff. If in person



response is anticipated to be longer than 1 hour, Participant will ensure staff will respond via telephone/video to provide service to the Guest at PorchLight within 1 hour.

- b. If, upon screening by the Participant's staff, it is determined a Guest is not appropriate for the Participant's services, the Participant is under no obligation to provide services, but the Participant commits to work with Guests to assist with referrals and warm hand-offs, where feasible, to other appropriate service providers.
- c. The Participant shall assign a staff liaison to the Center possessing sufficient skills and training and appropriate credentials to provide the identified service(s) and capable to work within the collaborative environment, mission and goals of the Center.
- d. The Participant's staff liaison, volunteers and interns providing services either at the Center or their home agency will be supervised and paid by the Participant, and have the rights and responsibilities of employees of the Participant.
- e. The Participant will complete an appropriate background check based on Participant's agency guidelines for all personnel assigned to work at the Center (staff, contract, volunteers and intern personnel), and provide confirmation to PorchLight staff that said background check has been completed prior to Participant staff responding to the Center.
- f. The Participant will provide documentation of, and maintain current and appropriate professional liability insurance, or adequate self-insured retention, and licensing and credentialing necessary to perform the services identified by the Participant.
- g. The Participant will provide documentation of, and maintain, General Liability Insurance coverage in the amount of at least \$1 million per occurrence, and an aggregate limit of \$2 million dollars. In the event Participant provides licensed professional services, Participant shall provide documentation of, and maintain, Professional Liability Insurance coverage in the amount of at least \$1 million per occurrence, and an aggregate limit of \$2 million dollars. Copies of Participant's policies and a certificate evidencing such coverage shall be provided prior to staff responding to the Center. All applicable insurance carriers shall be licensed in the State of Colorado. All such policies shall require notice to PorchLight in the event of termination of the policy.
- h. The Participant will carry and maintain Workers' Compensation Insurance coverage for all of the Participant's employees and provide documentation of the same to PorchLight.



- i. In the event Participant has self-insured retention, Participant agrees to hold PorchLight harmless in the event of any claim and provide notice to PorchLight of any claims relating to any PorchLight activity.
- j. To the extent permitted by law, and with respect to the contractual obligations set forth in Sections II(d), II(p) and III(c) hereof exclusively, Participant will indemnify and hold harmless PorchLight and its directors, officers, employees and agents, from and against all loss, claims, damages, expenses or costs of any kind arising from a Participant's breach of the contractual obligation set forth in Sections II(d), II(p) and III(c) hereof.
- k. Participant agrees that each Partner will be responsible for its own actions in providing services under this MOU, and Participant shall not be liable for any civil liability that may arise from the furnishing of services by another Partner at the Center.
- l. The Participant's Staff liaison assigned as the primary point of contact for the Center will participate in and, if requested, provide orientation and cross training related to services at the Center.
- m. The Participant's Staff liaison will attend and participate in service delivery, Partner, and administrative meetings for the Center whenever possible. The Participant's Staff liaison will network with all Parties in a collaborative effort to reduce domestic violence, sexual assault, stalking, elder, at-risk, child abuse, and human trafficking.
- n. The Participant's Staff liaison will receive or provide a warm hand-off (a personal contact) to other Partners or outside agencies as needed and appropriate pursuant to applicable law and regulations.
- o. When at the Center, the Participant's Staff liaison will provide reasonable office supplies to be used by the Participant's Staff liaison for the provision of services when at the Center.
- p. When at the Center, the Participant's Staff liaison will take reasonable care of the assigned office space, equipment and common areas, and repair losses caused by its staff.
- q. When providing services at the Center, the Participant's Staff liaison will use the Center intake data software as appropriate and provide aggregate Guest service data as agreed by the Parties.
- r. When providing services at the Participant's home agency, aggregate data will be provided to the Center for the purposes of reporting.
- s. When providing services at the Center, Participant will provide interpreter services when necessary to communicate with its Guests, or pay its pro rata share of interpreter services if Participant an interpreter paid by PorchLight.



III. COLLABORATIVE PROVISIONS:

The Parties further agree as follows:

- a. The involvement of the Participant's Staff liaison at the Center or at their home agency will not create an employment, tenancy, agency or partnership relationship between or among the Participant, PorchLight, the Center, or the Partners, or any of their respective directors, officers, employees, volunteers, invitees, interns, agents or contractors.
- b. During the course of the Parties' performance of their respective obligations hereunder, a Party may gain access to confidential information regarding another Party or a Guest. All such information shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Parties' obligations under this MOU, and shall not be disclosed to any third party without prior written approval of the disclosing Party or Guest. In the event disclosure of confidential information belonging to another Party or Guest is required by the Colorado Open Records Act or other applicable law, the Party receiving the request for disclosure or subpoena shall first provide notice thereof to the disclosing Party or Guest (or the subject of such information) and shall allow the disclosing Party or Guest a reasonable opportunity to seek protection, by any legal means, against the requested production or disclosure. If a Party maintains such information in electronic form, such Party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a Party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential Party or Guest information, such Party shall promptly notify Porchlight and all affected Parties, Guests or persons. Upon the cancellation, termination or completion of this MOU, all such information shall be returned or destroyed, at the discretion of the disclosing party.
- c. The Parties agree to abide by the PorchLight Operations Manual and enter into this MOU by supporting the goals and objectives of PorchLight, including participating in short-term and long-term strategic planning focused on the development and sustainability of PorchLight whenever possible.

IV. TERM

This MOU shall be effective upon its execution by both Parties, and once the Center is open and operational. Any Partner may terminate this MOU with or without cause by providing sixty (60) days' written notice to the PorchLight Executive Director. Any such termination shall apply only to the Partner providing the termination notice. PorchLight may terminate this MOU upon written notice to any



Party at any time for cause or in the event PorchLight, in its sole and absolute discretion, determines that it is no longer able to provide the resources necessary to operate the Center.

V. Miscellaneous Provisions:

- a. The Parties designate the individuals identified below to be their respective authorized representatives under this MOU. All notices required to be provided hereunder shall be made in writing to the authorized representatives of the other Party. Either Party may change its representative at any time by providing written notice to the other Party.

PorchLight, A Family Justice Center

Candace Cooledge
Executive Director
11100 W. 8th Avenue,
Lakewood CO, 80215
ccooledg@jeffco.us

Participant

Black Hawk Police Department

Michelle Moriarty
Chief of Police
PO Box 68
Black Hawk, CO 80422
mmoriarty@cityofblackhawk.org

- b. The person signing for the Party below is authorized to execute this MOU on behalf of such Party.
- c. Nothing in this MOU shall be construed as a waiver of any Party's governmental immunity.
- d. Each Party agrees to observe and comply with all Federal, State and local laws, regulations and ordinances applicable to such Party, and to procure all necessary licenses, permits or approvals, in the performance of their responsibilities hereunder.
- e. The enforcement of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this MOU be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended.
- f. This MOU may be executed in two or more counterparts, each of which shall be

3/12/20



deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

PARTICIPANT
BLACK HAWK POLICE DEPARTMENT

Signature

Print Name

Date

Title

PORCHLIGHT

Signature

Print Name

Date

Title



You are not alone.

Operations Manual

Updated Summer 2020

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.

FOREWORD

This manual is designed to bring a sense of true partnership to PorchLight, A Family Justice Center, and support the victims and survivors of domestic violence, sexual assault, child abuse, elder abuse, at-risk individual abuse, and human trafficking, through services available at PorchLight. This manual is not designed to eliminate all potential problems. Instead, this manual facilitates the process of mutually identifying how we can go forward in our quest to seek best practices for Guests and best business practices to sustain our effectiveness and efficiency over time.

PorchLight is envisioned to be a true partnership, through which all involved partners demonstrate mutual respect and collaboration. As we work together to seek quality and fairness in our relationships and practices, we hope to make the collaborative system beneficial to all our partners. Let us each take responsibility for our own behavior. Let us be willing not to just seek the status quo but, rather, to seek a new and better way of providing services to survivors of domestic violence, sexual assault, child abuse, elder abuse, at-risk individual abuse, and human trafficking.

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.

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Introduction

The operations manual for PorchLight, A Family Justice Center (PorchLight) is designed to assist the PorchLight staff, on and off-site partners, interns, volunteers and any individual who may work with, or visit PorchLight. PorchLight is a collaborative professional environment to assist individuals who have been impacted by violence. A Family Justice Center is one location where victims and survivors can go to receive the critical services that they need. PorchLight will provide convenient, collaborative support. PorchLight serves victims and survivors of domestic violence, sexual assault, child abuse, elder abuse, at-risk individual abuse, and human trafficking., (the “Core Service Areas”) Guests are not required to file a police report, or have a civil or criminal case to receive services. There is no required referral form or process; Guests may walk in or are welcome to make an appointment if need be. The services are free and voluntary and Guests are not screened, except to ensure the person causing harm to them is not on-site.

Our Mission

PorchLight’s mission is to bring together essential services for victims, survivors and their children to create a positive pathway forward, and to foster public safety.

Our Vision (what we see in the future)

PorchLight is a beacon of light, no matter the darkness. We inspire hope and offer a place for healing, creating a community free from violence, abuse and exploitation.

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Our Values (what we believe)

- **Hope.** At Porchlight, we believe in a violence-free future for everyone.
- **Respect.** At Porchlight, we believe in respect for all people, regardless of differences.
- **Community.** At Porchlight, we believe in the power of a compassionate community and the transformative partnerships that support courage and healing.
- **Empowerment.** At Porchlight, we believe that each person deserves the opportunity to direct their own life.
- **Freedom.** At Porchlight, we believe everyone has the right to live in safety and free from fear.

Our Goals

- To reduce homicides;
- Increase safety for victims, survivors and their children;
- Increase autonomy and empowerment for victims and survivors;
- Reduce fear and anxiety for victims, survivors and their children;
- Reduce recantation and minimization by victims and survivors when wrapped in services and support;
- Increase efficiency in collaborative services to victims and survivors among service providers;
- Increase successful prosecution of offenders; and
- Dramatically increase community support for services to victims, survivors and their children.

Our Service Pledge

We pledge to strive untiringly to:

- Provide survivor-centered services;
- Provide community outreach and education;
- Foster an atmosphere and culture of empowerment and support;
- Enhance partner collaboration and excellence.

Philosophy

PorchLight is committed to facilitating the development and implementation of a comprehensive response system for victims and survivors of the Core Service Area. This collaboration will be the foundation of best practices for development and delivery of services for all of the survivors and families served at PorchLight. The comprehensive violence response system organizes

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public and private community services and resources into an interconnected network to assure that the needs of survivors are met.

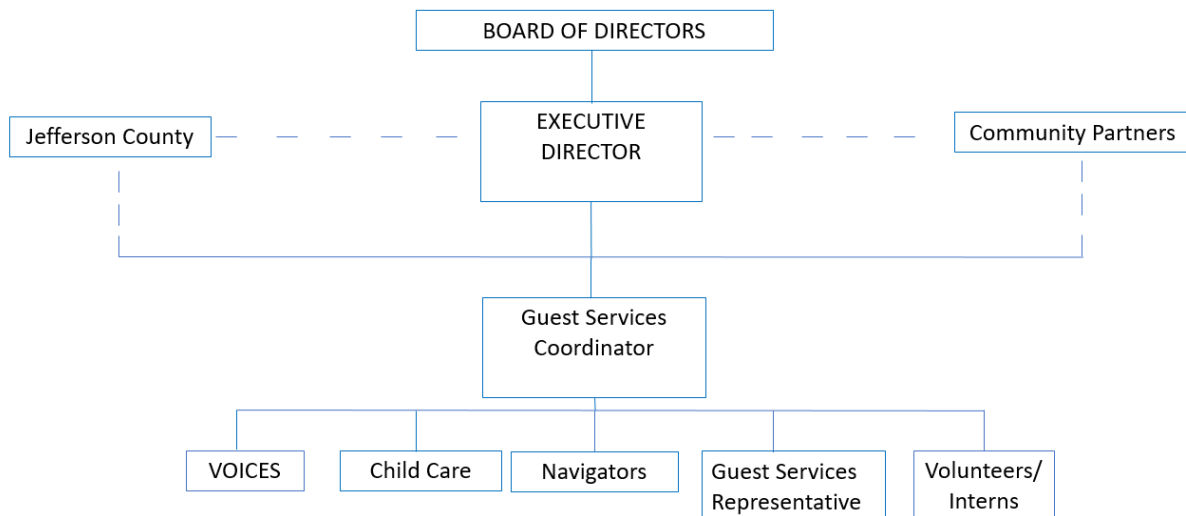
Guided by PorchLight’s Mission, Vision, Values, and Service Pledge, the response system effectively unifies the efforts of those who assist survivors, reduces duplication of services, and helps create a service delivery system that meets the needs of survivors and their children. PorchLight works on the response system along with key community partners, such as criminal justice, law enforcement, legal service providers, medical services, local nonprofit agencies, the courts, the Department of Health and Human Services, and local universities to build collaborative structures that support best practices for survivors.

Core Service Area

PorchLight operates from one primary location, 11100 W 8th Ave Lakewood CO, 80215, and serves all of Jefferson and Gilpin Counties. PorchLight will make every effort not to turn away Guests that are outside of the jurisdictional boundaries of Jefferson and Gilpin Counties, especially those who have fled from other areas and come to PorchLight in their efforts to seek safety. It is the policy of PorchLight to provide every Guest with some assistance, information, and/or referral. Every effort should be made to assist Guests in need of services by providing information, to the best of our ability, about PorchLight, the legal system, referrals to off-site partners, personal connections, or directions.

The primary phone number for PorchLight is (303) 271-6100. This number should be provided to all Guests when given information about accessing PorchLight or partner services.

Organizational Chart



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Organizational Responsibilities

Operational governance

PorchLight operates as an independent 501(c)(3) nonprofit under the Internal Revenue Code and Colorado Revised Nonprofit Corporation Act. PorchLight staff members are responsible for the operational and administrative management of PorchLight. The PorchLight Board of Directors is responsible for fundraising to support the Center and hiring PorchLight's Executive Director, who in turn is responsible for hiring PorchLight staff. All service provider agencies will operate in accordance with a Memorandum of Understanding (MOU) with PorchLight, such an MOU must be in place before PorchLight can make referrals or references to organizations other than public agencies. Financial recordkeeping for PorchLight is with an independent contractor to assist with the bookkeeping, accounting, and yearly taxes, and with an independent contractor for audits.

Management and personnel

Board of Directors

The Board of Directors will provide PorchLight with oversight, vision, and fundraising.

Executive Director

The Executive Director (ED) is responsible for translating the Mission and Vision into the delivery of Best Practice services through our partner agencies. The Executive Director is required to maintain the overall direction and vision for PorchLight, including oversight of personnel hiring, training, management, and accountability. The ED is also responsible for identifying partners and funding sources including grant research and writing. The Director will communicate and coordinate with the Board of Directors, and develop agreements to secure the financing, staffing, location, and cooperative services. The Director serves as the point person in developing and implementing the Mission, Vision, and Values of PorchLight. The ED will serve as the primary point of contact and collaboration with office partners. The Director is empowered to improve service delivery for victims and survivors, and enhance the prosecution of offenders by co-locating service providers who work together to provide coordinated services.

Guest Services Coordinator

The Guest Services Coordinator will provide current and frequent training to volunteers and interns; provide a variety of tasks and opportunities for volunteers and interns to become involved in assisting Guests; have volunteers available to provide a safe and comfortable atmosphere for Guests; and directly assist our many partners with services provided. The Guest Services Coordinator is responsible for funding research and grant writing. The Guest Services Coordinator supervises the work of the Navigator and Administrative Assistant. In addition, the Guest Services Coordinator recruits and trains volunteers and interns for the Center and is responsible for the VOICES committee recruiting and direction.

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Navigator

The position of Navigator will provide direct services to all Guests of PorchLight. The Navigator will meet with each Guest to assist them with their plan and goals and then refer the Guest to the appropriate partners both in-house and off-site. The Navigator will provide Safety Planning as needed for each Guest and their family based on their Risk Assessment. The Navigator will ensure that Guests are receiving all requested services. If the services were not obtained or the Guest was unable to contact the service provider, the Navigator will continue to look for other options until the needs have been met or are no longer requested. Building rapport with Guests and partner agencies is an essential part of the Navigator function.

Administrative Assistant

The Administrative Assistant will be each Guest's initial point of contact and as such will provide the foundation of the Guest's experience at PorchLight. The Administrative Assistant will greet Guests in person and over the telephone with a kind and professional presence. The Administrative Assistant will be required to be a calm, high functioning individual who can multi-task, remain organized and complete data entry efficiently.

Partner Agencies

All in-house partner agencies will assign their staff to conduct their work functions at PorchLight. The assigned agency staff remain employees of the partner agency, oversight of partner agency employees remains the responsibility of the partner agency. Staffing, or functional needs of partner employees will be communicated by PorchLight management to partner agency management for implementation. Off-site partners provide their staff on an as-needed basis.

Pricing

All services offered at the Center will be provided at no cost to the Guest. All of our partners at PorchLight will provide their services at no cost to the Guest. All partners will be solely responsible for compensating their employees who are based at PorchLight. PorchLight staff and the facility will be funded through a combination of grants, donors, and foundations. Porchlight reserves the right to make personnel, salary or operational decisions based on the availability of funding.

Liability insurance

PorchLight will carry the appropriate and legally required levels of insurance including, but not limited to: Board of Directors liability; non-owned vehicle insurance; property; and general liability. Each in-house partner agency will provide insurance as described in the Memorandum of Understanding.

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Operations

This section provides staff and on-site partners with specific information, procedures, and policies related to PorchLight's operations.

Hours of Operation

The business hours for PorchLight are:

Monday through Friday from 8:00 a.m. to 5:00 p.m.

Guest walk-in hours from 8:30 to 4:30 p.m.

PorchLight is a leased property and building located at 11100 W. 8th Avenue, Lakewood, CO 80215. Authorized PorchLight staff, partners, and representatives of agencies that occupy space at PorchLight will have 24-hour access. The 24-hour access allows staff and partners to work beyond PorchLight's normal business hours listed above, when necessary.

Holidays

PorchLight will observe holidays in alignment with Jefferson County's approved holiday schedule. Additionally, each on-site partner agency may have varying holiday schedules that must be adhered to by the staff of those respective agencies.

Inclement Weather Policy

PorchLight will adhere to Jefferson County Government inclement weather schedule; therefore, if Jefferson County Government is closed due to weather-related travel issues, PorchLight will be closed to the public and PorchLight staff will not report to work. However, PorchLight acknowledges that our on-site partner agencies may have differing policies regarding inclement weather. Therefore, Authorized PorchLight staff, partners, and representatives of on-site agencies that occupy space at PorchLight will have 24-hour access to PorchLight and will have access to the building if it is closed due to inclement weather. However, in the event of a weather-related closing, on-site partners should consider that county-based services will be limited.

ID Badges

All PorchLight staff and on-site partners who operate at PorchLight must obtain an identification badge for building access. PorchLight identification badges/access cards are issued by the PorchLight Executive Director. The PorchLight Guest Services Coordinator will assist off-site partners and other professional visitors in need of a temporary (day) access badge. Badges must be worn at all times while on property.

PorchLight Access

All Guests and visitors, unless escorted by a PorchLight staff member or an on-site partner will have limited access to PorchLight. Guests will be permitted to sit in the reception area, safe waiting spaces, and in designated areas. Guests meeting in private staff offices must be escorted to and from the reception area by the appropriate PorchLight member.

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All Guests and visitors shall check in at the PorchLight front desk immediately upon entering the Center. Access to the safe waiting spaces will only be granted once the Guests and visitors have completed the enrollment process and after the Administrative Assistant has entered them into the system.

Parking

Guests visiting the PorchLight campus can park in the W 8th Ave. parking lot. PorchLight staff and on-site partners will also park in the W 8th Ave. parking lot away from the front door, leaving the closest spots available for PorchLight Guests.

Building Maintenance and Janitorial Services

Janitorial services are provided by PorchLight.

Maintenance services are provided on a case by case basis by Homeland, the property manager. All non-emergent maintenance requests should be submitted to the PorchLight Administrative Assistant for processing. For building maintenance emergencies, please contact the property management number: (970) 685-8555 or service@homeland.com. For after-hour maintenance emergencies, please contact (970) 685-8555, service@homeland.com, (970) 270-9515 or omar@homeland.com.

General concerns or issues related to maintenance and/or janitorial services should be addressed to the Guest Services Coordinator by email.

New Staff and On-Site Partners

As new PorchLight staff and on-site partners join the PorchLight Team, the following shall take place prior to the newly hired individual beginning work at PorchLight:

- Meeting with the PorchLight Executive Director;
- A PorchLight tour;
- Issuance of building access identification card;
- Issuance and review of this Operations Manual;
- Certification that the Operations Manual has been received and reviewed.
- Introduction to all on-site PorchLight Staff and other on-site partners; and
- Addition to and issuance of the PorchLight directory.

On-site partners are responsible for providing the PorchLight Administrative Team with email notice of any new staff (employee, volunteer, or intern) once hired and before their first day. This will occur after a background check has been completed by the partner agency, and the new on-site individual has completed PorchLight on-boarding policy. Written notification should include:

- Name of new staff member, volunteer or intern;
- Confirmation that a background check has been completed;
- Staff, volunteer, or intern's role (job description) at PorchLight;
- Contact information for new staff/volunteer/intern; and
- Schedule for new staff/volunteer/intern.

Staff and Partner Guidelines

Professionalism

PorchLight staff and partners shall maintain professionalism at all times. Staff and partners are expected to dress professionally and conduct themselves in a respectful manner with staff, Guests and visitors.

PorchLight has multiple shared interview rooms which are used by all PorchLight partner agencies and should remain tidy and uncluttered. If any Guest space needs attention, a member of the PorchLight Administrative Team should be notified.

Confidentiality

PorchLight staff, volunteers and interns and all PorchLight partner agency staff, interns, and volunteers acknowledge and recognize that existing laws as well as agency-specific policies restrict access to certain records and information. PorchLight employees, partners and agency representatives all understand the requirement that they maintain the highest level of confidentiality by honoring confidentiality rights of Guests and partner agencies.

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All PorchLight partner agency staff, interns, and volunteers work to ensure that confidentiality is maintained at all times. Guest information may not be disclosed without the Guests' written consent to release the specified information.

PorchLight Staff and partners should not discuss Guest's cases publicly or in non-private PorchLight spaces, or with any person who is not authorized to have such information. Confidentiality requirements extend to discussions and conversations that staff or partners may have outside of PorchLight including but not limited to friends, intimate partners, or other family.

Mandatory Reporting

Most PorchLight partners and staff are mandatory reporters of child, elder and at-risk adult abuse, and as such, PorchLight staff, volunteers, interns and partners on-site shall comply with all Federal, State and local laws and requirements.

Duty to Warn

The Guest shall be alerted to the fact that confidentiality may or even must be broken if the Guest presents a danger to self or others, including the gravely disabled, per C.R.S. 13-21-117 (Tarasoff).

Guest Files

Guest files shall be secured and double-locked at all times. Each partner agency is responsible for maintaining their own agency files in accordance with their own policies, procedures, and any relevant laws and policies regarding record management. Any concerns related to record-keeping of Guest information should be addressed immediately with the PorchLight Executive Director to ensure that PorchLight policies and procedures are in accordance with each agency's record-keeping requirements.

The PorchLight Guest Services Coordinator is responsible for purging Guest files from PorchLight databases in accordance with the individual Guest confidentiality agreement.

Unlawful Discrimination and Harassment

PorchLight is committed to equal opportunity in employment and provision of services for all persons without regard to person's race, religion (creed), color, age, sex, physical or mental disability, military (veteran) status, marital status, political affiliation, sexual orientation, gender identity and expression, national origin (ancestry) or any other legally protected characteristic. It is the policy of PorchLight to comply with all federal, state, and local laws and regulations regarding equal opportunity. In keeping with that policy, PorchLight is committed to maintaining an environment that is free of unlawful discrimination and harassment. Accordingly, PorchLight will not tolerate unlawful discrimination against or harassment of any staff or others present at our facilities or at any PorchLight function by anyone. PorchLight's Unlawful Discrimination and Harassment Policy can be found in the appendix.

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Alcohol and Drugs

Alert and rational behavior is required for the safe and adequate performance of job duties; therefore; working at PorchLight while under the influence of alcohol, a controlled substance or abuse of any other substance is prohibited. Furthermore, the possession, purchase, or consumption (use) or sale of a controlled substance or alcohol at PorchLight or while conducting PorchLight related business is prohibited. In addition, PorchLight staff and partner agency employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale, or possession of illegal drugs and alcohol at PorchLight. Violations of this policy may result in discipline up to and including immediate dismissal of staff from employment or termination of partner agency members' participation in PorchLight.

Social Media Policy

Personal social networking activity should never contain confidential information regarding a PorchLight Guest. PorchLight staff and partner agency employees should also be aware that there may be times when the contents of a social media site will cause the PorchLight's Board of Directors to question that person's privilege to work at PorchLight (e.g. comments reflecting a tendency towards violence, a history of violence, or an arrest for a violent act; use of pornography; racist or sexist comments). PorchLight staff, partners, interns and volunteers are encouraged to think carefully about the impact of any posting which could directly affect PorchLight's ability to carry out its Mission effectively and to fully collaborate with service partners.

Smoking

PorchLight is a smoke free facility. Smoking of any kind (including but not limited to vaping) in the PorchLight facility is prohibited. PorchLight will have a designated smoking area outside of the facility.

Whistleblower Policy

PorchLight requires directors, officers, staff, volunteers and contractors to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All staff and representatives of PorchLight must practice honesty and integrity in fulfilling their responsibilities, and comply with all applicable laws and regulations. It is the responsibility of all directors, officers and staff to report ethics violations or suspected violations in accordance with this Whistleblower/Non-Retaliation Policy. PorchLight's Whistleblower Policy can be found in the appendix.

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.

PorchLight Volunteers

Volunteer positions available at PorchLight, include and are not limited to: Front Desk, Hospitality Volunteer, Navigator Support, and all committee members.

Front Desk and Hospitality Volunteers support the work of the PorchLight Administrative Assistant with the daily operations of the front desk, which includes administrative activities such as answering the phone, checking Guests in for services, escorting Guests to and from the various victim service areas, making copies, and other activities, such as acting as a host or hostess to our Guest. Other potential functions include offering drinks or snacks, interacting with children for caregivers to obtain needed services and maintaining our waiting room, safe spaces, and playroom for future Guests.

Navigator Supporters assist with the PorchLight navigation process, meet with the Guest before partner agency staff, introduces the Guest to the purpose and Mission of PorchLight, describes the partnership of PorchLight, and assists in navigating the Guest through the partnership's services.

The Front Desk, Hospitality and Navigator Support volunteer positions require a completed application, interview with the Guest Services Coordinator, references, background check, and a minimum of 40 hours of victim services training provided by PorchLight.

The VOICES committee is comprised of survivors who meet monthly to discuss and implement awareness activities throughout the community to support PorchLight. Volunteers for these positions must complete an application, meet with the PorchLight therapist, interview with the Guest Services Coordinator and pass a background check.

Individuals or groups interested in volunteering should submit a volunteer application. For questions regarding volunteering, contact the PorchLight Guest Services Coordinator.

Background Checks

Background checks will be completed by partner agencies pursuant to the partner agency's policy for their staff, volunteers and interns. Written confirmation of such shall be provided to the PorchLight Executive Director prior to the start date and prior to issuance of an access badge to any personnel hired by partner agencies. PorchLight staff, volunteers and interns will have background checks completed by PorchLight, offers of employment are contingent upon successful completion of background checks for both paid and unpaid positions.

PorchLight Collaborative Meetings

A regular schedule of meetings will be held for sharing information, discussing new issues and policies, and implementing the goals and objectives of PorchLight.

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Unless otherwise scheduled in advance with team members, the general schedule for meetings will be as follows:

- Quarterly Planning Meetings;
- Monthly meetings with on-site staff including PorchLight and partner agencies;
- Off-site partners are encouraged to attend monthly meetings;
- Monthly meetings with VOICES Committee; and
- Weekly meetings with Domestic Violence High Risk Assessment Team
- These meetings will be open to those staff and partner members whose involvement is necessary to protect confidentiality encourage efficiency.

Regular Communication

The PorchLight Administrative Assistant will maintain a directory of all on-site partners providing services at the Center. Outside of the regularly scheduled meetings, the Administrative Team will communicate with on-site partners through email. Regular communication is important. Should a partner's email address change, it is the responsibility of the partner to notify the Administrative Assistant.

Correspondence

Partners are welcome to use the PorchLight mailing address to receive mail. All mail delivered to the PorchLight will be placed in the agency mailbox. If any individual plans to receive mail at PorchLight the below method is best practice to ensure all mail is appropriately distributed:

PorchLight
Attention: [Recipient's Name]
11100 W 8th Pl.
Lakewood CO 80125

Conference Room and Shared Use Space

PorchLight has multi-purpose meeting room space available for partner use. Meeting rooms can be reserved through the SharePoint software system.

- Conference Room;
- Training Room;
- Sensory Room; and
- Guest Interview rooms.

It is expected that the agency reserving the room will leave the room as they found it and will ensure that PorchLight policy, specifically confidentiality, be followed.

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Floor Access

All Guests and visitors, must be escorted by a staff member, volunteer, intern or partner, to access secured areas of the Center.

All Guests and visitors will check in with the PorchLight Administrative Assistant near the main door. Access to the Safe Waiting Room will only be granted once the Guest and visitors (if applicable) have been checked in with the Administrative Assistant, been deemed to be appropriate for services, and entered into the PorchLight Intake system.

Self Care

PorchLight encourages all partner agencies, from upper management to front line staff, to learn about vicarious trauma and to support all partner agencies and staff with any individual needs they may present. PorchLight also encourages the partner agencies to create safe ways to express those needs.

PorchLight will provide supportive resources and self-care opportunities throughout the year and encourages an environment and support in a collaborative setting.

Guest Services

Our Mission is to bring together essential services for victims, survivors and their children to create a positive pathway forward and to foster public safety.

The services we provide are victim-centered and trauma-informed. We meet with each Guest and assist them with their planning and goals. We refer to on-site and off-site partners as needed by each Guest to help them attain their goals. Specifically, this may include but is not limited to: safety planning, referrals for housing, food, mental and physical health appointments, legal assistance, benefits assistance and assistance navigating other human services systems. We work collaboratively with our partners with a focus on providing complete services for each Guest, without duplication of services.

As a result of PorchLight activities, the intended program outcomes include but are not limited to:

- Immediate safety for survivors and children;
- Survivors' increased knowledge about domestic violence, sexual assault, child abuse, elder abuse, abuse against at-risk individuals, and human trafficking;
- Survivors' increased awareness of resources and options;
- Community's improved response to victims of domestic violence, sexual assault, child abuse, elder abuse, abuse against at-risk individuals, and human trafficking;
- Public's increased knowledge about domestic violence, sexual assault, child abuse, elder abuse, abuse against at-risk individuals, and human trafficking;
- Increased efficiency for participating partners.

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Guest Confidential Feedback Surveys

Confidential feedback surveys for Guests seeking services at PorchLight are available on-site and online. All Guests receiving services shall be provided the opportunity, and are encouraged to complete confidential feedback surveys. Surveys completed on-site shall be submitted in the locked box provided.

Guest Intake Process

Guest may enter the program through self-identification or through referrals from another agency. PorchLight will conduct an independent screening process at intake to provide appropriate services, and to ensure the person causing harm is not currently on-site. Services offered through PorchLight are Guest-centered, free, voluntary, and are offered per the Guest identified needs. We encourage Guests to walk-in for assistance without an appointment, however, if need be, they may make an appointment.

All Guests of PorchLight will complete the PorchLight Welcome Reception form. If they need assistance in completion of the form, they may work with a volunteer or other staff member to complete the form. PorchLight will provide interpretation and translation services when needed. Once the Guest completes the Welcome Reception form in the Lobby, they submit it to the Guest Services Representative. In the event that this process is electronic, they will complete the form on the tablet/laptop and return the tablet/laptop to the Administrative Assistant. Once the Administrative Assistant has established the Guest's profile in the system, ensures there is no conflict (i.e. the person's "person causing harm" is not on -site, receiving services), and if the requested services can be provided, the Guest will move from the Lobby to the safe waiting area. The Navigator will next escort the Guest from the Safe Waiting area to an Interview room.

The navigation intake process is designed to ensure safety while empowering the Guest by presenting the available services and helping each Guest select the services appropriate to their needs. The goal is to ensure that each Guest gets their needs met when utilizing the services provided at PorchLight.

The PorchLight Navigator will discuss with the Guest their current needs, safety concerns, and any current crises they are facing. The discussion will help the Guest and the PorchLight Navigator determine what services would benefit the Guest. The PorchLight Navigator will help the Guest prioritize services per the level of need or crisis. The services at PorchLight are free and voluntary; at no time will a Guest be required to participate in a service.

During the initial intake process, the Navigator or other designated personnel, will also review with the Guest the PorchLight Guest confidentiality. Upon completion of the navigation intake, if a Guest agrees with the services, the Navigator will refer them to the appropriate partner(s) and they will meet with the partners during that visit.

The initial intake conducted by a PorchLight Navigator includes:

- Introduction to PorchLight, a Family Justice Center;

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.

- Ensuring Guests understand PorchLight forms, consents, and authorizations; and
- Review of all available services and options specific to the needs identified by the Guest.

Copies of the intake forms can be found in the appendix.

Guest Appointments: All new Guests and walk-ins

Prior to linking a Guest to partners for services all new Guests and walk-ins will be required to:

- Check-in with the PorchLight Administrative Assistant, including completion of the Welcome Reception Form, and provide the name of their person causing harm;
- Be routed for an initial navigation intake interview;
- Upon completion of the Guest navigation intake interview, participating agencies will be contacted by the Navigator, and then routed to Guest;
- Upon meeting with participating partner agencies depending on the needs of the Guest, the PorchLight Navigator will return to assist the partner agency with additional referrals or follow-up;
- After the Guest has received the necessary services for that day, the Guest will be escorted back to the Safe Waiting space to either complete an exit survey, or depart PorchLight.

Scheduled Appointments

If a PorchLight partnering agency has a scheduled appointment with a Guest, the Guest will still need to check-in and out at the PorchLight reception desk. The partner agency will provide their appropriate service. If while meeting with the partner agency the Guest has additional concerns or needs, a PorchLight Navigator will meet with the Guest and assist the Guest with planning in a manner consistent with Navigator interview policy.

Navigator Interview Process

Once signed in, the Guest will enter the Safe Waiting room. A PorchLight Navigator will escort the Guest to an Interview room and complete the navigator interview process. For new Guests, this process may take 10-30 minutes, depending on the Guest's needs. For scheduled appointments, PorchLight reception will notify the partner that their Guest has arrived and the agency representative will escort the Guest from the Safe Waiting area to the agency office or interview room.

The navigation interview process will be evaluated on a consistent basis and changes will be made accordingly. Proposed changes will be discussed at the monthly on-site partners meeting and will be confirmed by email from PorchLight. Every effort will be made to inform partners of those changes in a timely manner. Additionally, the PorchLight Guest Services Coordinator will be responsible for training staff and partners on intake procedures and follow-up, as needed.

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.

PorchLight is open to suggestions and comments regarding Guest services and the navigation intake process.

Child Care Center

A Child Care Center is available for Guests that bring their child/children aged 2 and older with them during a visit to PorchLight to receive services. Children will be supervised in the Child Care Center by PorchLight's partner agency. If a child's parent/caregiver agrees, and the Child Care Center is not at full capacity, children are permitted to play in the Child Care Center while their caregiver receives services. If there is an emergency in the Child Care Center, the caregiver will be notified immediately and whoever is with the caregiver shall take the caregiver to the Child Care Center. The child's caregiver and PorchLight staff will determine the best way to move forward with the given emergency. The emergency must be documented on an incident report and submitted to the Guest Services Coordinator and the caregiver at the time of the incident or before the caregiver leaves PorchLight that day.

The Child Care Center will not assist with diaper changing or toileting needs. In those circumstances, the caregiver will be notified.

The Child Care Center is only available to children while the caregiver is **on-site** receiving services at PorchLight.

Courtesy Reporting

Occasionally Guests seeking services at PorchLight may wish to report a crime. When this occurs, the Navigator or staff member working with the Guest shall notify the appropriate law enforcement agency to make those arrangements. In the event the appropriate law enforcement agency is not on-site, the following protocol shall be followed:

LAW ENFORCEMENT RESPONSE:

- If the Navigator determines that the abuse took place in a jurisdiction that does not have on-site staff at the Center, the following procedures will be implemented:
 - Attempt to contact the agency where the crime occurred;
 - Ascertain if the agency will send officers to conduct an investigation in a timely manner.
- If an officer from the jurisdiction where the crime occurred is unavailable due to exigent circumstances, the Navigator will contact on-site law enforcement to prepare a "courtesy" report.
 - The courtesy report should meet the same standards as any crime report investigated by that jurisdiction;
 - If it is a domestic violence report, please use the DV Investigative form;

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- An effort should be made to recover any relevant evidence, including photographs of the injuries;
- Upon completion of the investigation, a case number should be assigned to the case to meet the reporting requirements; and
- The case number can be either permanent or temporary based on the policies and procedures of that specific agency.
- **COMPLETED COURTESY REPORT**
 - When the courtesy report is completed, the responding agency should make arrangements with an officer from the jurisdiction where the crime occurred to complete the investigation;
 - The quicker an investigator can contact a Guest, the better chance the investigator will have in finding a Guest who will participate in the follow up investigation. To facilitate this, it is important that the completed report reach the investigative unit responsible to investigate this incident as quickly as possible.

Returning Guests

Guests returning for follow-up appointments will be required to check-in at the reception desk. Depending on the needs of the Guest or at the request of the partner, a PorchLight Navigator will check-in with the returning Guest after the scheduled appointment.

Grievance Procedure

Guest Grievance

PorchLight staff and partners are part of a team of dedicated, qualified individuals whose goal is to support Guests and their families. Every effort is made to serve our Guests in a manner which is Best Practice, inclusive and non-discriminatory.

Guests are informed of their rights, responsibilities, and the grievance procedure during the intake process. Any Guest that has a grievance may express their concerns through the process outlined on the Grievance Form. See appendix for Guest Grievance Policy.

Partner Agency Grievance

Partners with PorchLight who have a grievance should first make every attempt to discuss the issue directly and openly with the involved parties. If the issue is not resolved, it should be discussed with the PorchLight Guest Services Coordinator. If the individual is dissatisfied with the outcome of the meeting, that individual should present the facts of the situation in writing to the PorchLight Executive Director. The PorchLight Executive Director will decide on the outcome of the grievance and steps on how to proceed or change.

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Emergency and Security

Emergencies

Guest Emergency Response Plan

The following addresses procedures to protect the health, welfare, safety and security of all individuals involved in a crisis at PorchLight. These procedures are not intended to be all-inclusive but are intended to serve as guidelines in response to an internal crisis (e.g., fire, medical emergency, and/or violence by or toward a Guest and/or staff member) or external crisis (i.e. weather or other natural disasters). All PorchLight staff, interns, volunteers and partner agency staff must understand that law enforcement may be in the building, but PorchLight cannot rely on on-site law enforcement to handle emergencies. Therefore, in the event of an emergency where law enforcement is needed, 911 shall be called. If 911 is called, the PorchLight staff and on-site law enforcement shall be immediately informed.

Guest Arrests

PorchLight is a place of safety for survivors of domestic violence, sexual assault, child abuse, elder abuse, abuse against at-risk individuals, and human trafficking. Providing welcoming, trauma-informed, and victim-centered services is fundamental to the Mission of PorchLight and is of the highest priority for PorchLight and partner agencies.

There may be rare instances where an on-site law enforcement officer who is working with a Guest becomes aware that the Guest has an outstanding warrant. In these circumstances, law enforcement must abide by their Agency policy regarding outstanding warrants.

Best Practice is that the Guest seeking services at PorchLight is not to be arrested or detained at the Center. However, rare occasions may occur when law enforcement will arrest individuals at PorchLight. When these arise, law enforcement officers should make all efforts to respond in a manner that is Guest centered. The following procedures shall be followed:

- Any act of detaining – such as reading of rights, utilization of handcuffs, etc. – will occur in the designated law enforcement space, where practicable, and not in front of other Guests (unless it is otherwise unavoidable and/or an emergency situation where safety is in question);
- The Guest Services Coordinator shall be notified immediately of any arrest at PorchLight;
- The Guest Services Coordinator shall ensure that an incident report is completed and emailed to the PorchLight Executive Director within 1 business day following the incident.

Guest Mental Health Emergency

There may be occasions where a Guest may need to be evaluated to determine if they may need immediate mental health intervention related to concerns of suicide, homicide, or grave disability. Concerned staff shall determine if an appropriately credentialed, professional on-site

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partner agency staff member (ex: Jefferson Center, Diane Wall, Law Enforcement) are available to assist. If no such staff member is available, the concerned staff shall call the Jefferson Center Mobile Crisis Center (303) 432-5525 to assist.

There may be occasions where appropriately credentialed, professional staff on-site at PorchLight determine that a Guest should be placed on a mental health hold (M1) pursuant to C.R.S. 27-65-105.

When these occasions arise, the following procedure will be followed:

- Best practice shall be utilized in all situations. The least restrictive and trauma-informed intervention shall be used;
- Immediate notification to the PorchLight staff;
- Mental health professionals on-site shall not be expected to respond unless they are available to do so;
- The Guest shall be moved, if safe to do so, to a discrete, private area of PorchLight. If the Guest is not safe to move, 911 should be called and police will handle the incident as an emergency crisis.

A PorchLight incident form shall be submitted to the PorchLight Executive Director within one business day of the incident.

Violent Incident Policy

If a Guest is exhibiting extreme and threatening behavior the Guest Services Coordinator shall be immediately notified and they will immediately respond to the location of the Guest.

If any emergency situation arises while meeting with a Guest, the PorchLight staff or partner staff will call 911 and then immediately contact PorchLight staff.

Safety or Medical Emergencies

In the event of a safety/security incident call 911 and then immediately report it to PorchLight staff. Once the emergency is handled, the PorchLight member with the most accurate information shall complete a PorchLight incident form located in the Appendix. All emergencies must be documented on an incident report form and submitted to the PorchLight Executive Director within one business day of the incident.

Security

To provide adequate security for PorchLight, security planning, processes, and procedures will be an ongoing coordinated effort with PorchLight staff, on-site law enforcement partners, community partners, and private experts. The overall goal for PorchLight security is to protect Guests and staff, to reduce emergencies, to provide proper training to staff, and to prepare for emergency situations.

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.

Site Visits and Tours

All requests for facility visits and tours of PorchLight should be made by email to the Guest Services Coordinator. These requests will be considered on a case by case basis and accommodated as often as reasonably possible. The Executive Director will conduct each tour whenever possible.

Evacuation Plan

PorchLight shall follow the established policies and procedures for safety, security, and evacuation per West Metro Fire, City of Lakewood Building Codes and other established protocols and per training provided to PorchLight staff and partners by subject matter experts. Staff will be notified of Guest, building, weather and other related emergencies via email or other forms of communication best suited for the given emergency. Evacuation plans are posted in various locations in PorchLight per building and fire code. In the event of a fire, PorchLight shall follow posted and trained evacuation plans. PorchLight will have fire evacuation drills on an as needed basis. All other types of evacuations, lockouts, or lockdowns will have training provided by PorchLight partner agencies. This type of training will be provided on an as needed basis to PorchLight.

Firearms and Weapons

PorchLight will not allow firearms or weapons of any kind on PorchLight property including but not limited to the building, grounds and parking lot. Certified, on duty law enforcement officers, or off duty officers working in an official capacity as partners at the site, are excluded from this policy. If anyone other than appropriate law enforcement is believed to be in possession of a firearm or any weapon, PorchLight staff shall be immediately notified.

Money and all other forms of donations

Monetary and in-kind donations of food/snacks, office supplies, and furnishings are welcome. Donations to PorchLight are tax deductible and should be handled through the PorchLight Executive Director or Guest Services Coordinator.

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.

Appendix

Supporting Documents

Unlawful Discrimination and Harassment Policy

Whistleblower Policy

Welcome Reception form

Companion Reception form

Guest Survey

Incident report

Grievance report

This Operations Manual is considered a work in progress and suggestions are appreciated. The Operations Manual may be amended with or without notice. Please contact PorchLight staff with your suggestions, or use the suggestion box.



PORCHLIGHT OPERATIONS MANUAL
ACKNOWLEDGEMENT AND RECEIPT FORM

I acknowledge that I have received and reviewed a copy of the PorchLight Operations Manual, which describes important information about PorchLight. I understand that it is my responsibility to read and follow the policies contained in this Manual and to keep it updated with the latest information that is distributed.

Date: _____

Partner Name: _____

Partner Agency: _____

Partner's Signature: _____

*Please return this completed for to the Guest Services Coordinator prior to reporting to PorchLight.

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**COUNCIL BILL 16
ORDINANCE 2021-16
AN ORDINANCE
APPROVING THE
RECEIPT OF A GRANT
FROM THE COLORADO
AUTO THEFT
PREVENTION
AUTHORITY (CATPA) AND
THE METROPOLITAN
AUTO THEFT TASK
FORCE (C-MATT) FOR
AUTOMATED LICENSE
PLATE READERS IN AN
AMOUNT NOT TO
EXCEED \$67,000.00**

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

COUNCIL BILL NUMBER: CB16

ORDINANCE NUMBER: 2021-16

TITLE: AN ORDINANCE APPROVING THE RECEIPT OF A GRANT FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY (CATPA) AND THE METROPOLITAN AUTO THEFT TASK FORCE (C-MATT) FOR AUTOMATED LICENSE PLATE READERS IN AN AMOUNT NOT TO EXCEED \$67,000.00

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

Section 1. The City of Black Hawk hereby approves the receipt of a Grant from the Colorado Auto Theft Prevention Authority (CATPA) and the Metropolitan Auto Theft Task Force (C-MATT) for Automated License Plate Readers in an Amount not to Exceed \$67,000.00.

Section 2. Safety Clause. The Board of Aldermen 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 Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

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

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

READ, PASSED AND ORDERED POSTED this 9th day of June, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Request to Approve Grant from Colorado Auto Theft Prevention Authority (CATPA) and the Metropolitan Auto Theft Task Force (C-MATT) for Automated License Plate Readers (ALPR) to reimburse the purchase price up to \$67,000 for two mobile ALPR systems mounted on two Police Department patrol vehicles

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

MOTION TO APPROVE *Council Bill 16, an Ordinance approving the receipt of a Grant from the Colorado Auto Theft Prevention Authority (CATPA) and the Metropolitan Auto Theft Task Force (C-MATT) for automated license plate readers in an amount not to exceed \$67,000.00.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Auto theft is dramatically rising in Colorado. Based upon the reported stolen vehicles 2021 will be a record year in stolen vehicle in Black Hawk. There have already been 13 stolen vehicle reports in Black Hawk through April. In comparison, in 2019, there were 14, and in 2020, 16 for the entire year.

Stolen vehicles are a precursor to other criminal activity to include illegal drug activity and criminal trespass. All of which degrades the experience for everyone visiting Black Hawk. This equipment will be an invaluable tool to manage auto theft and other criminal activity in the City of Black Hawk.

AGENDA DATE: 6/9/2021

FUNDING SOURCE: CATPA Grant Funded

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Commander Troy Cooper

DOCUMENTS ATTACHED:

Award Letter from C-MATT Commander Mike Greenwell
Cost Estimate from Leonardo for ALPR equipment and installation
Black Hawk Police Department ALPR policy

RECORD: []Yes [X]No

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

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

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Cooper", written over a horizontal line.

Troy Cooper, Police Commander

REVIEWED BY:

A handwritten signature in black ink, appearing to read "Stephen N. Cole", written over a horizontal line.

Stephen N. Cole, City Manager



CATPA Metropolitan Auto Theft Task Force



Chief Michelle Moriarty
Black Hawk Police Department
221 Church Street
Black Hawk, CO 80422

Mike Greenwell, Commander
445 S Allison Parkway
Lakewood, Co 80226
303-987-4920

May 7, 2021

Chief Moriarty,

The Colorado Auto Theft Prevention Authority (CATPA) Board approved some of the grant award to the CATPA-Metropolitan Auto Theft Task Force (C-MATT) be used to assist the Black Hawk Police Department in purchasing Automated License Plate Reader (ALPR) equipment. This letter is to inform you that C-MATT is offering to reimburse the Black Hawk Police Department \$67,000 to purchase a fixed ALPR system. These funds must be expended by June 30, 2021.

The Black Hawk Police Department would be responsible for the purchase and installation of the units, with C-MATT reimbursing Black Hawk Police Department for the amount expended, up to \$67,000.00. Since CATPA funds are used to purchase these devices, they will be an asset of CATPA for a minimum of five years. The Black Hawk Police Department will be required to submit a "Letter of Commitment" with CATPA agreeing to abide by CATPA's policy on the use of ALPR systems. The Black Hawk Police Department will also be required to share all ALPR data with law enforcement via Lexis-Nexis's Lumen police database. (C-MATT has already paid for the implementation of this data with Lexis-Nexis.) In addition, the Black Hawk Police Department will be required to provide quarterly data from this ALPR to C-MATT. An "Evaluation & Assessment" will be required for C-MATT to complete on the Black Hawk Police Department's ALPR policies. The grant funds are only available until June 30, 2021 and the equipment must be procured and installed prior to June 30, 2021. C-MATT will need the request for reimbursement from your agency by July 9, 2021.

C-MATT appreciates the partnership with the Black Hawk Police Department and the CATPA Board is pleased to have your agency as a participating agency. Should you have any questions regarding this award or any requirements, please let me know.

Best Regards,

ML Greenwell

Mike Greenwell, Commander





Selex ES, Inc
Elsag ALPR/ANPR Solutions
4221 Tudor Lane
Greensboro, NC 27410

DUNS#: 198749777
FED TAX ID: 980353098

QUOTE

Prepared By: Desiree Holland desiree.holland@leonardocompany-us.com

Phone: 970-560-7990

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 23106

Quote Date: 4/7/2021

Funding Source:

Quote Expiry Date: 7/6/2021

Grant Details:

Requested Delivery Date: 6/30/2021

Payment Method:

Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsas agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

Make checks payable to Selex ES, Inc.

Contracts:

Comments: Two 3-camera mobile systems connecting to the Colorado EOC, configured for installation on a slick top Chevy Tahoe. Installation by AvTech is included. Five years of coverage is included.

Grant deadline of June 30th

Bill To:	Black Hawk Police Department - CO 221 Church Street Black Haek, CO 80422 United States	Ship To:	Black Hawk Police Department - CO 221 Church Street Black Haek, CO 80422
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Product Qty	Product/Service	Unit Price	Amount
2	140033 - ELSAG Plate Hunter™ M7 – 3 Camera	\$16,820.00	\$33,640.00
	(4) 421920 - M7 Trunk box, 1-2 Cameras (2) 413354 - M7 2-Trunk box Mounting Bracket (2) 410917 - GPS Antenna (Garmin Style) (2) 410052 - Ethernet Cable Shielded 25 ft (2) 411181 - 1 Ft Shielded Cat5e Patch Cord (2) 421939 - M7 Cam 12mm 740nm (2) 421812 - M6 Universal 1 Cam Mount (2) 421940 - M7 Cam 16mm 740nm (Left hand) (2) 421812 - M6 Universal 1 Cam Mount (2) 421941 - M7 Cam 25mm 740nm (2) 421812 - M6 Universal 1 Cam Mount (2) 413298 - M7 Permanent Power Cable, 2 Boxes		

Product Qty	Product/Service	Unit Price	Amount
	(2) 412995 - Packing Foam Insert (2) 510033-CSC - Car System Version 6.X - EOC Connected		
2	413350-16 - M7 Perm Camera Cable w/LP Bulkhead 16ft	\$120.00	\$240.00
2	413350-16 - M7 Perm Camera Cable w/LP Bulkhead 16ft	\$120.00	\$240.00
2	413350-16 - M7 Perm Camera Cable w/LP Bulkhead 16ft	\$120.00	\$240.00
2	510322-5.X - EOC Operation Center License 5.X	\$1,275.00	\$2,550.00
4	520001-MOBILE-3 - 1 Year Standard Hardware & Software Extended Warranty Three Camera System <i>Volume Discount</i> Coverage for years 2, 3, 4, & 5	\$1,845.00	\$7,380.00 ((\$369.00))
2	210003 - Engineering Day - Outside Service installation	\$1,250.00	\$2,500.00
4	520001-MOBILE-3 - 1 Year Standard Hardware & Software Extended Warranty Three Camera System <i>Volume Discount</i>	\$1,845.00	\$7,380.00 ((\$369.00))
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$0.00 \$53,432.00
Discount	Discount		(\$1,432.00)
Upfront	Goods & Services Sub-total (Pre-tax):		\$52,000.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$52,000.00

We are ready to place the order.

Thank You,



Troy Cooper, Commander
Black Hawk Police Department



Quote Offer Terms and Conditions

This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders issued after Quote Expiration Date.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Selex. Selex will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Selex.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. **Refer to the Selex Software License Agreement documentation provided with the shipment.**

Payment Terms. Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

Automated License Plate Readers (ALPR)

429.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. The ALPR is not used by the Black Hawk Police Department. This policy is being maintained to support ALPR systems should they be added in the future.

429.2 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access shall be managed by the Administrative Services Commander. The Administrative Services Commander will assign personnel under his/her command to administer the day-to-day operation of the ALPR equipment and data.

429.3 ALPR OPERATION

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official and legitimate law enforcement business.
- (b) An ALPR may be used in conjunction with any patrol operation or official department investigation. Reasonable suspicion or probable cause is not necessary before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) If practicable, the officer should verify an ALPR response through the Colorado Bureau of Investigation before taking enforcement action that is based solely upon an ALPR alert.
- (f) No ALPR operator may access the Colorado Bureau of Investigation data unless authorized to do so.

429.4 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by the ALPR are for the official use of the Black Hawk Police Department and because such data may contain confidential information, it is not open to public review. ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

Black Hawk Police Department

Law Enforcement Policy Manual

Automated License Plate Readers (ALPR)

The Administrative Services Commander is responsible to ensure proper collection and retention of ALPR data and for transferring ALPR data stored in department vehicles to the department server on a regular basis, not to exceed 30 days between transfers.

All ALPR data downloaded to the server should be stored for the minimum period established by department records retention guidelines and thereafter may be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

429.5 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Black Hawk Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Supervisor and processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile work station and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
- (e) ALPR system audits should be conducted on a regular basis.

RESOLUTION 41-2021
A RESOLUTION
APPROVING THE
PURCHASE OF A 2021
FORD F150 POLICE
VEHICLE IN AN
AMOUNT NOT TO
EXCEED \$60,000.00

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

Resolution No. 41-2021

**TITLE: A RESOLUTION APPROVING THE PURCHASE OF A 2021 FORD F150
POLICE VEHICLE IN AN AMOUNT NOT TO EXCEED \$60,000.00**

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

Section 1. The City Council hereby approves the purchase of 2021 Ford F150 Police
Vehicle in an amount not to exceed \$60,000.00, but with a contribution from insurance proceeds
offsetting \$15,613.00 of the purchase price.

RESOLVED AND PASSED this 9th day of June, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Request to Replace Patrol Vehicle #10 (totaled vehicle)

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

MOTION TO APPROVE *Resolution 41-2021, a Resolution approving the purchase of a 2021 Ford F150 Police Vehicle in an amount not to exceed \$60,000.00*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In March 2021, Vehicle #10 was involved in an accident and deemed “total” by the insurance company. We received a check from CIRSA for \$15,613.00 to put toward a replacement. I am requesting the City fund the additional cost to replace Vehicle #10 into PD’s fleet. This request was not a budgeted cost for 2021. Items that should be considered are the age of our fleet and the fact that currently, it is difficult to get vehicles in a timely fashion. The last time we ordered a marked patrol vehicle was in 2019, and we canceled two cars that we ordered in 2020 due to COVID. We currently do not have any vehicles budgeted for 2021. If we place an order now, we still might not see the vehicle until 2022 because of the manufacturing delay in producing them.

AGENDA DATE: June 9, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: CIRSA Check \$15,613 and requesting additional funding. (\$60,000 - \$15,613 = \$44,387)

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [] No

STAFF PERSON RESPONSIBLE: Fleet and PD

DOCUMENTS ATTACHED: None

RECORD: [] Yes [X] No

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

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

SUBMITTED BY:

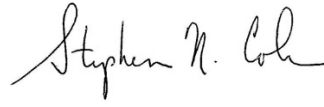


Michelle Moriarty, Chief of Police



Steve Jackson, Maintenance Services Manager

REVIEWED BY:



Stephen N. Cole, City Manager

RESOLUTION 42-2021
A RESOLUTION
APPROVING THE
PURCHASE OF THE
ALLIE LODGE MINING
CLAIM #4975

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

Resolution No. 42-2021

**TITLE: A RESOLUTION APPROVING THE PURCHASE OF THE ALLIE LODGE
MINING CLAIM #4975**

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

Section 1. The City Council hereby approves the Purchase and Sale Agreement for the
acquisition of the Allie Lode Mining Claim #4975 between the City and Jesse Peterson, attached
hereto as **Exhibit A** in the amount of \$ 34,575, and authorizes the Mayor and the City Manager to
execute the necessary documents on behalf of the City.

RESOLVED AND PASSED this 9th day of June, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Authorization to purchase the Allie Mining Lode for \$34,575 consisting of approximately 4.61 acres and authorizing the City Manager to execute to purchase and pay the applicable closing costs.

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

MOTION TO APPROVE *Resolution 42-2021, A Resolution approving the purchase of the Allie Mining Lode #4975.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City contemplates the expansion of its open space/park system to include Gregory Hill. As a result, staff seeks approval from the City Council to purchase the surface rights of the Allie Mining Lode #4975 from L. J. Peterson in an amount of \$34,575. L. J. Peterson will retain all mining rights.

AGENDA DATE: June 9, 2021

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

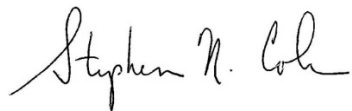
DOCUMENTS ATTACHED: Purchase agreement

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

CONTRACT TO BUY AND SELL REAL ESTATE

June 2, 2021

1. PARTIES AND PROPERTY. The City of Black Hawk, Colorado (Buyer), agrees to buy, and the undersigned Seller (s) Jesse Peterson (Seller), agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Gilpin, Colorado, to wit:

Allie Lode Mining Claim #4975 located in Black Hawk, Colorado 80422 together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the Property).

The Allie Lode Mining Claim, U.S. Mineral Survey No. 4975, as described in U.S. Patent recorded December 16, 1898, in Book 103, Page 493, Excepting therefrom any portion embraced in Survey Nos. 97, 442, 447, 489, 508, 570. 606, 662, 671, 719, 764, and 890, as excepted in said patent, County of Gilpin, State of Colorado.

2. INCLUSIONS/EXCLUSIONS. The conveyance of the Property shall exclude any interest in any vein, ledge, lode, or deposit underlying the Property or to any rights or interest in minerals, aggregates, oil, gas, shale, or other similar rights in the subsurface estate that constitute mineral rights associated with the Property ("Mineral Rights"), provided such Mineral Rights are in excess of One Hundred (100) Feet below the surface of the Property. In addition, the reservation of such Mineral Rights shall not be construed as permission by the City to Owner or any others to locate or perpetuate surface or subsurface facilities incident to the Mineral Rights that would interfere with the City's use of the Property. Furthermore, the City maintains and reserves all rights in the Property that may be necessary for the City's use of the Property as described herein, including for stability and sub-adjacent and lateral support.

3. PURCHASE PRICE AND TERMS. The purchase price shall be \$ 34,575.00, for approximately 4.61 acres to be paid by Buyer at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

4. NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties.

5. EVIDENCE OF TITLE. The City shall obtain and pay for a commitment for title insurance policy to be issued by a title insurance company selected by the City. In the event, the commitment for title insurance shows that Owner does not have good and merchantable fee simple title to said Property or is not the sole owner of said Property, or shows outstanding liens against or encumbrances upon the Property, or in the event said commitment or other investigation shows rights of parties in possession other than those listed as Owner, the Owner, at its cost, shall obtain a release and/or conveyance to the City of any rights or interests identified in title commitment or by other investigation. City shall deliver a copy of the title commitment to Owner within 10 days of approval

of the Contract together with a notice of City's objection to title and requirements to cure such title defects.

6. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller on or before 10 calendar days after Title Deadline, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 5, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before June 20, 2021. If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

7. INSPECTION. Buyer or any designee, shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Seller on or before June 15, 2021 _ (Objection Deadline), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer. If such notice is received by Seller as set forth above, and if Buyer and Seller have not agreed, in writing, to a settlement thereof on or before June 20, 2021(Resolution Deadline), this contract shall terminate three calendar days following the Resolution Deadline; unless, within the three calendar days, Seller receives written notice from Buyer waiving objection to any unsatisfactory condition. Buyer is responsible for and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

8. DATE OF CLOSING. The date of closing shall be June 25, 2021, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by Mountain Land Title LLC.

9. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient warranty deed to Buyer, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and except matters shown by public records satisfactory to Buyer. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 6(a), (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 6(b), (iv) inclusion of the Property within any special taxing district, and (v) subject to building and zoning regulations.

10. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

11. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer shall pay in Good Funds, closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

12. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, and interest on continuing loan(s), if any, and shall be prorated to date of closing.

13. POSSESSION. Possession of the Property shall be delivered to Buyer at closing. If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$500 per day from the date of agreed possession until possession is delivered.

14. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, Seller shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Buyer. Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement.

15. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) IF BUYER IS IN DEFAULT (Specific Performance).

Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(b) IF SELLER IS IN DEFAULT:

Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) COSTS AND EXPENSES.

Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

16. ADDITIONAL PROVISIONS: Are attached as Exhibit A and incorporated by this reference. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

17. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations.


CITY OF BLACK HAWK

Buyer: _____
Stephen Cole, City Manager

Date: _____

Buyer's Address: 201 Selak St., P. O. Box 68, Black Hawk, CO 80422

SELLER

Seller: 
L. J. Peterson

Date: 6.4.21

Sellers Address: P.O. Box 146 BLACK HAWK CO 80422

