

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

COUNCIL BILL NUMBER: 23

ORDINANCE NUMBER: 2020-23

**TITLE: AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE AMENDED
AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE CITY OF CENTRAL AND THE CITY OF BLACK HAWK**

WHEREAS, on June 17, 2020, the City of Black Hawk approved the Amended and Restated Intergovernmental Agreement (the "Original Agreement") following a public hearing thereon;

WHEREAS, Black Hawk and Central City desire to clarify language in the Original Agreement as set forth in the **First Amendment**, attached hereto as Exhibit 1; and

WHEREAS, the City of Black Hawk desires to approve the First Amendment and further desires to authorize the Mayor to execute the same on behalf of the City.

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

Section 1. The City Council hereby approves the First Amendment, and authorizes the Mayor to execute the same on behalf of the City.

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


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

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

READ, PASSED AND ORDERED POSTED this 26th day of August, 2020.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk





**AMENDMENT NO. 1
TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ("Amendment No. 1") is made and entered into as of this 26th day of August, 2020, by the CITY OF BLACK HAWK, COLORADO, a home-rule municipality of the State of Colorado ("Black Hawk"), and the CITY OF CENTRAL, COLORADO, a home-rule municipality of the State of Colorado ("Central") (collectively, the "Cities"), and shall be effective as of the date of mutual execution by the Cities ("Effective Date").

RECITALS

A. The Cities, together with the County of Gilpin (the "County") and the Black Hawk-Central City Sanitation District (the "District") entered into that certain Amended and Restated Intergovernmental Agreement dated June 30, 2020, and recorded on July 9, 2020, 2020 at Reception No. 166470 in the real estate records of the County (the "Agreement").

B. Section 10.n. of the Agreement states that no change or amendment to the Agreement shall be binding upon the Parties except as specifically expressed in writing, referring to the Agreement and signed "... by all of the Parties hereto agreeing to be bound thereby."

C. The County is a party to the Agreement for the sole purpose of effectuating the termination of that certain Intergovernmental Agreement dated September 29, 1999 and is not required to review or execute this Amendment No. 1.

D. The District is a party to the Agreement only for purposes of Section 4 of the Agreement (setting forth the terms under which the District will provide sanitary sewer service to real property in the New Black Hawk Growth Area and the New Central City Growth Area, as those terms are defined in the Agreement).

E. This Amendment No. 1 does not modify Section 4 of the Agreement, and the District is not required to review or execute this Amendment No. 1.

F. The Cities desire to amend the Agreement: (1) to amend Section 2 of the Agreement; and (2) to clarify that future uses within a specified portion of the New Central City Growth Area will be limited to active and passive open space and recreation-related uses.

NOW THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Cities agree as follows:



AGREEMENT

1. Definitions. Any capitalized term not defined herein shall have the meaning set forth in the Agreement. The rules of construction set forth in the Agreement shall be applicable herein.

2. Amendments to Section 2 of the Agreement. Section 2 of the Agreement is hereby amended as follows, with additions shown in underline and deletions shown in ~~strikethrough~~:

2. New Central City Growth Area. The Central City Growth Area is the combination of: (1) all land areas within Clear Creek County that may be lawfully annexed by Central; and (2) all land areas within Gilpin County that are described in Exhibit 1.A., which is attached hereto and incorporated by this reference ~~(the such land areas, collectively, the~~ "New Central City Growth Area"). Central may annex, within its sole discretion and pursuant to the procedure required by the Municipal Annexation Act of 1965, as amended, any and all land located within the New Central City Growth Area, provided that Central's land uses within the New Central City Growth Area are and shall be consistent with Central's 2017 Comprehensive Plan, as amended, and that Central's land uses within that portion of the New Central Growth Area specifically described in Exhibit 3 attached hereto shall be limited to active and passive open space and recreation-related uses. Black Hawk shall not annex any land within the New Central City Growth Area.

3. Exhibit 3 added. **Exhibit 3** (labeled Open Space) is attached to this Amendment No. 1 and is incorporated into the Agreement for all purposes.

4. Amendment to Section 10.o. of the Agreement. Section 10.o. of the Agreement is hereby amended as follows, with additions shown in underline and deletions shown in ~~strikethrough~~:

o. Boundary Arbitration. It is mutually agreed and understood that the growth boundaries have not been surveyed and legal descriptions created to define the areas described in **Exhibits 1, 1.A, 1.B, and 2, and 3** have not been prepared by a professional land surveyor. The areas defined have been created using Geographic Information System (GIS) data. If the boundary line(s) between growth areas are in dispute, it is mutually agreed to solicit professional impartial arbitration to determine the boundary line. The arbitrator shall be selected by mutual written consent of Central City and Black Hawk. It is mutually agreed that both Central and Black Hawk will accept the results of this arbitration, without appeal or a subsequent legal action in an effort to



overturn the arbitrator's decision. The arbitrator's decision shall be based on 1) **Exhibits 1, 1.A, 1.B, and 2, and 3** incorporated in this Agreement, 2) by the GIS lines shown in the Exhibit(s) in relation to the aerial photography used at the time this Agreement was executed and 3) by the property lines that parallel or share the growth lines in question, at the time this Agreement was executed.

5. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same instrument.

6. Recordation. The Cities shall record this Amendment No. 1 in the real estate records of Gilpin County, Colorado.

7. Authority. Each of the undersigned represents as to itself that each has the authority to execute this Amendment No. 1.

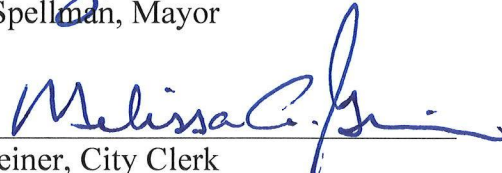
[Signature Page Follows.]



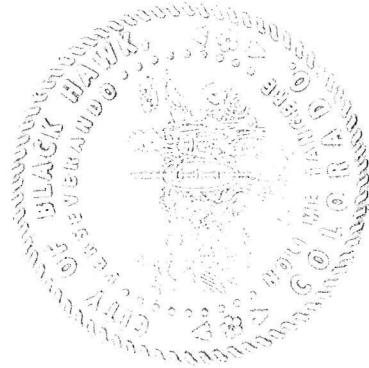
IN WITNESS WHEREOF, the Cities have executed this Amendment No. 1 to Amended and Restated Intergovernmental Agreement on the date(s) set forth below.

CITY OF BLACK HAWK, COLORADO

BY: 
David D. Spellman, Mayor


ATTEST: 
Melissa Greiner, City Clerk

DATE: August 26, 2020





CITY OF CENTRAL, COLORADO

BY: 
Jeremy Fey, Mayor

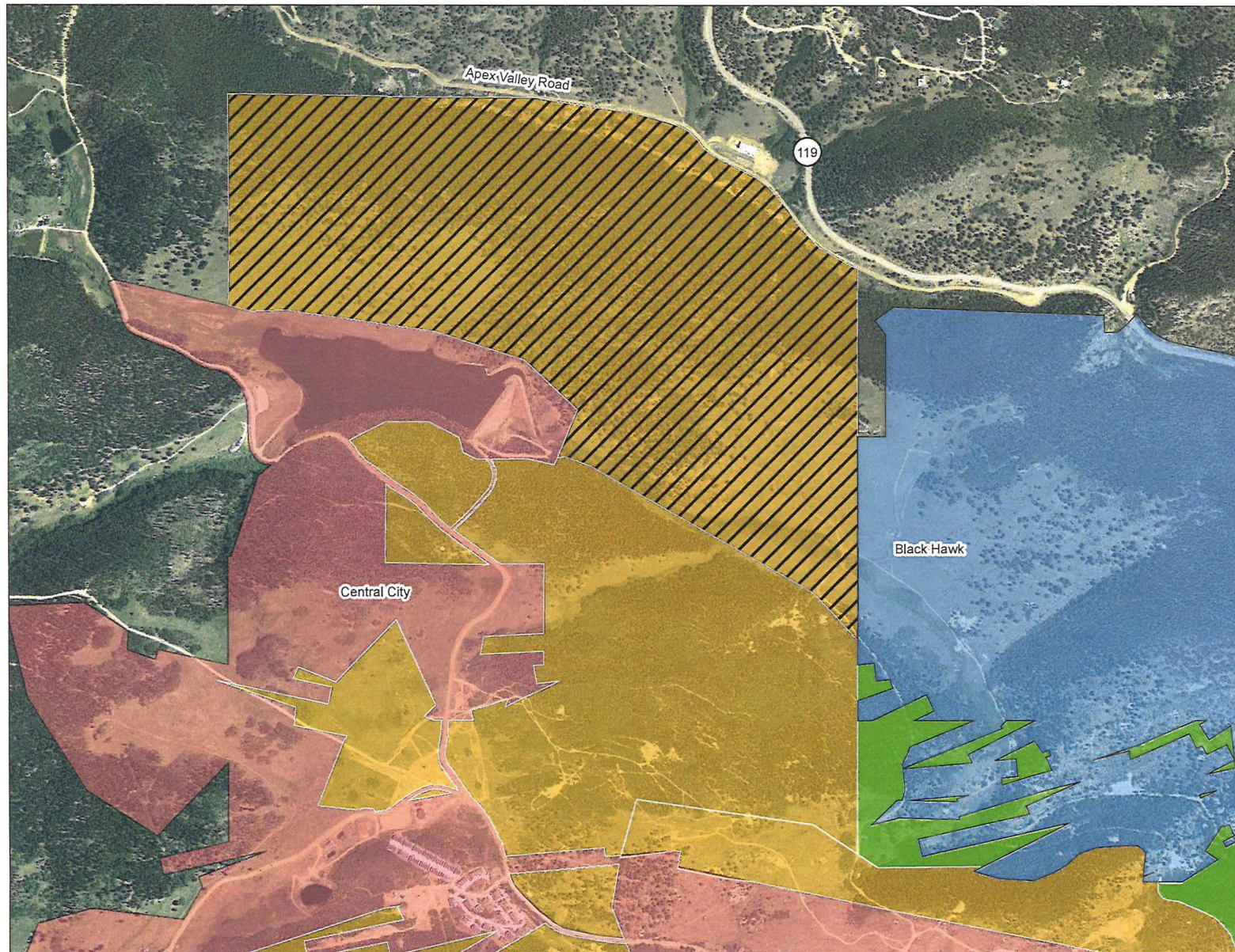
ATTEST: 
Reba Bechtel, City Clerk

DATE: August 25, 2020



Exhibit 3

Open Space






Amended and Restated
Intergovernmental
Agreement

Exhibit 3
Open Space

8-20-2020

Legend

-  Area Limited to Open Space/Recreation
-  Central City Growth Area
-  Black Hawk Growth Area



0 400 800 1,600 Feet

0 200 400 Meters

Aerial Photograph Date: 2014
Date: 8-20-2020