



## REGULAR MEETING AGENDA

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

March 27, 2024  
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. EMPLOYEE

##### INTRODUCTIONS:

Lloyd "Calvin" Culp, Fleet Technician II  
Thomas Tabbert, Maintenance Worker I  
Yuan "Z" Zou, Water Utility Operator I

#### 6. PUBLIC COMMENT: *Please limit comments to 5 minutes*

#### 7. APPROVAL OF MINUTES: March 13, 2024

#### 8. PRESENTATION:

*slideshow)*

[Bobtail Mine Presentation](#) (*click on the blue link to access the*

*Black Fox Mining, LLC.*

#### 9. ACTION ITEMS:

- A. Resolution 31-2024, A Resolution Amending the Temporary Construction Easement Between the City of Black Hawk and the Greiner Family Trust Associated with Improvements to the Property Located at 187 Clear Creek Street

#### 10. CITY MANAGER REPORT:

#### 11. CITY ATTORNEY REPORT:

#### 12. EXECUTIVE SESSION:

13. Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues regarding a potential claim against the City pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators regarding the same issue pursuant to C.R.S § 24-6-402(4)(e).

#### 14. 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

**AMERICANS WITH DISABILITY ACT NOTICE** Any disabled person who plans to attend any governmental meeting of the City of Black Hawk and requires special assistance can contact City Hall at (303) 582-2221. Please make any request for assistance at least 24 hours before the scheduled meeting



# City of Black Hawk New Employee Introduction



**Lloyd “Calvin” Culp II**  
**Fleet Technician II**

I have been with the City Of Black Hawk since the beginning of December 2023. My duties at work vary largely as a Fleet Tech II. I have so far worked on anything from the car wash, snow blowers, fire department equipment, police cars, City cars and trucks, trailers, and even recently repaired the vehicle drive on lift in the shop.

I enjoy working for the City a great deal, a big part of that because of the people and an amazing shop. I've been doing this kind of work for 19 years and this is by far the nicest shop I've worked in (including Ford). This position is fun to me because I like to challenge myself daily with complex issues and ways to resolve things. I also get a lot of satisfaction out of keeping a vehicle as nice as possible for whomever is operating it.

I HAVE an amazing family at home with the majority of them here in Colorado. I am part of a 4<sup>th</sup> generation here in Colorado, Silver Plume to be exact. My friends would likely describe me as always busy and doing something whether that be building another race car or fabricating something. My goals this year are to spend as much time with my kids as possible, and to build up my savings a bit.

My hobbies consist of pretty much anything mechanical. I enjoy working on vehicles in my own time and I really enjoy complex electrical issues. I am also a self-taught machinist and even built my own machine shop. I also have been doing custom fabrication for just over 20 years. I also enjoy blacksmithing. Currently I have no pets but would love to get an English bulldog.

My favorite food here close to work is Dostal Alley Pizza! I'd say my favorite color is blue, favorite food is Mexican food. My favorite kind of music is heavy metal. My favorite memory would have to be when I was little and we took a trip to Branson Missouri and I watched a blacksmith make a knife. The hardest thing I've ever had to do is drop my kids off after their summer visit, and having to say goodbye.

Some of my favorite activities are working in my shop, fixing something or creating something from nothing. That's why I like fabrication, machining, and blacksmithing so much. I also enjoy fishing, dirt biking, and drag racing.

As for traveling, I've never been outside of the country. My favorite place to go in Colorado is Glenwood Springs. There are a couple places I would really like to visit. They would be Norway, Ireland, and Australia.



# City of Black Hawk New Employee Introduction



**Thomas Tabbert**  
**Maintenance Worker I**

Born and raised amidst the majestic landscapes of Colorado, I've always found solace and inspiration in the great outdoors. For the past six years, Gilpin County has been my home, a place where the rugged beauty of nature coexists with a vibrant community.

My passion for the outdoors isn't just a pastime; it's a way of life. Hunting, with its inherent patience and respect for the land, has taught me lessons in mindfulness and conservation. Each expedition is not solely about the pursuit of game but a deep appreciation for the delicate balance of Mother Nature.

Beyond my love for nature, I bring a robust mechanical background to the table, forged through education, hands-on experience and a genuine curiosity about how things work. This foundation has not only honed my problem-solving skills but also instilled in me a profound respect for precision and craftsmanship.

Moreover, my journey has been intertwined with leadership roles for over eight years. Guiding teams, fostering collaboration, and driving results have been integral parts of my professional evolution. I believe in leading by example, inspiring others through action, and creating environments where each individual's strengths contribute to collective success.

My roots in Colorado, my deep connection to its landscapes, my mechanical aptitude, and my leadership experience all converge to shape who I am—an individual driven by a love for the outdoors, a passion for excellence, and a commitment to guiding and empowering others toward success.



# City of Black Hawk New Employee Introduction








Yuan Zou (Z)  
Water Utility Operator I

## Academic Experience

- 08/2020-06/2023 Florida State University (M.S.) - Civil and Environmental Engineering
- 05/2022 P.h.D Admission at Florida State University
- 09/2016-06/2020 Hohai University (B.S.) - Water Conservancy and Hydropower Engineering



## About myself:

-  Former Dancer: Background in dancing, which has taught me discipline and creativity.
-  Nature and Animal Lover: I'm a big fan of national parks!
-  Ukulele Player: Self-learner, adding a musical touch to my life.
-  Self-Motivated: I take initiative in achieving my goals and constantly seek self-improvement.
-  Easy to Get Along With: I value positive relationships and find it easy to build connections with others.



**City of Black Hawk  
City Council**

**March 13, 2024**

**MEETING MINUTES**

John Scraffe, a reporter from the MountainEar, 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, March 13, 2024, at 3:00 p.m.

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

**Staff Present:** City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Administrative Services Director/City Clerk Greiner, Finance Director Hillis, City Engineer Reed, Public Works Director Isbester, Water Resources Engineer Dallam, Community Planning & Development Director Linker, and Information Specialist Colombin.

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

3. **AGENDA CHANGES:** City Attorney Hoffmann stated there was one minor agenda change to the Executive Session call, which should read as follows:

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

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann stated that this is the portion of the agenda where Council can disclose a conflict of interest on any matter on today's agenda, in addition to what is currently on file with the Secretary of

State's Office and the City Clerk's Office. Attorney Hoffmann asked the Council if they had any Conflicts of Interest and he asked members of the audience if anyone objected to any Council member voting on any item on today's agenda.

No conflicts were noted from the Council and no objections were received from the audience.

5. PUBLIC COMMENT: City Clerk Greiner confirmed no one had signed up to speak.

6. APPROVAL OF MINUTES: February 28, 2024

**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. CB6, An Ordinance Amending the City of Black Hawk Municipal Code Regarding Length of Stay in Lodging Facilities**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that this ordinance is intended to assure that the City's lodging facilities are not used as extended-stay hotels. Extended-stay hotels have certain additional building code attributes to protect personal property stored in permanent residences. This ordinance ensures that hotels and other lodging facilities which have less stringent building codes do not become permanent residences which is in excess of thirty days.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB6, an Ordinance Amending the City of Black Hawk Municipal Code Regarding Length of Stay in Lodging Facilities open, and invited anyone wanting to address the Board either "for" or "against" the Ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve CB6, an Ordinance Amending the City of Black Hawk Municipal Code Regarding Length of Stay in Lodging Facilities

**MOTION PASSED**

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

**B. CB7, An Ordinance Approving the 2023 FTA Section 5311 Grant for Three (3) ADA Accessible BOC Replacement Buses Administered by the Colorado Department of Transportation, Division of Transit and Rail, for the Black Hawk and Central City Tramway**

Mayor Spellman read the title and opened the public hearing.

Public Works Director Tom Isbester explained the City was awarded a 2023 FTA 5311 grant for three buses. The grant is administered by CDOT. The estimated delivery is June 2024. The grant is for \$599,850 of which the City/Tramway will be reimbursed for 80% or \$479880 for a net cost of \$119, 970 for three new buses.

The City approved the 2022 FTA 5311 grant for 2 BOX replacement buses in January. These are due to arrive about the same time.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB7, An Ordinance Approving the 2023 FTA Section 5311 Grant for Three (3) ADA Accessible BOC Replacement Buses Administered by the Colorado Department of Transportation, Division of Transit and Rail, for the Black Hawk and Central City Tramway open, and invited anyone wanting to address the Board either “for” or “against” the Ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve CB7, An Ordinance Approving the 2023 FTA Section 5311 Grant for Three (3) ADA Accessible BOC Replacement Buses Administered by the Colorado Department of Transportation, Division of Transit and Rail, for the Black Hawk and Central City Tramway

**MOTION PASSED**

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

**8. ACTION ITEMS:**

**C. Resolution 25-2024, A Resolution Approving Amendment No. 1 to the General Contractor Agreement Executed on April 12, 2023, Between the City of Black Hawk and Roche Constructors, Inc., Establishing the Guaranteed Maximum Price (GMP) of \$497,058 for Construction of the Lace House Rehabilitation Project**

Mayor Spellman read the title.

City Engineer Reed explained the work would rehabilitate the Lace house for guided tours with completion expected later this fall. All interior finishes must be restored to bring the Laced House up to museum-quality standards. Structural, electrical, HVAC, and plumbing systems will also need to be modified to meet current building code requirements.

The original General Contractor Agreement with Roche Constructors, Inc. was approved by City Council on April 12, 2023. Approval of this amendment would establish the GMP for the construction of the Lace House Rehabilitation project and authorize construction to begin.

**MOTION TO APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 25-2024, a Resolution Approving Amendment No. 1 to the General Contractor Agreement Executed on April 12, 2023, Between the City of Black Hawk and Roche Constructors, Inc., Establishing the Guaranteed Maximum Price (GMP) of \$497,058 for Construction of the Lace House Rehabilitation Project

**MOTION PASSED**

After a brief discussion, the motion **PASSED** unanimously.

8. ACTION ITEMS:

**D. Resolution 26-2024, A Resolution Approving Amendment No. 1 to the General Contractor Agreement Executed on April 12, 2023, Between the City of Black Hawk and Roche Constructors, Inc., Establishing the Guaranteed Maximum Price (GMP) of \$1,708,558 for Construction of the Gregory Point Site Improvements Project**

Mayor Spellman read the title.

City Engineer Reed introduced the scope of work for the project. All deteriorating railings will be replaced with new decorative metal railings. Damaged sections of the stone retaining walls and concrete sidewalks will be replaced. All stand-alone “Hawk: light poles will be replaced. Exterior speakers and other audio equipment will be added. WiFi system and security cameras will be added. The patio area outside of the Barn will be enlarged.

While an elevator was originally proposed to reach the upper-level of Gregory Point, this elevator has been eliminated and will not be constructed with the Gregory Point Site Improvements.

The General Contractor Agreement with Roche Constructors, Inc. was approved by City Council on April 12, 2023. Approval of this Amendment would establish the GMP for construction of the Gregory Point Site Improvement project and authorize construction to begin.



**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 26-2024, a Resolution Approving Amendment No. 1 to the General Contractor Agreement Executed on April 12, 2023, Between the City of Black Hawk and Roche Constructors, Inc., Establishing the Guaranteed Maximum Price (GMP) of \$1,708,558 for Construction of the Gregory Point Site Improvements Project

**MOTION PASSED**

After some discussion, the motion **PASSED** unanimously.

**E. Resolution 27-2024, A Resolution Approving an On-Call Service Agreement with Grasmick Electric Corporation in an Amount not to Exceed \$25,000.00 for Calendar Year 2024**

Mayor Spellman read the title.

Water Resources Engineer Dallam explained Grasmick Electrical Corp has personnel with significant experience working in/on/around the City of Black Hawk water plant, pump stations, and vaults. The City utilizes on-call contractors to supplement our existing staff. Having an additional electrical contractor was felt to be in the best interest of the City.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 27-2024, a Resolution Approving an On-Call Agreement with Grasmick Electric Corporation in an Amount not to Exceed \$25,000.00 for Calendar Year \$25,000.00

**MOTION PASSED**

After no discussion the motion **PASSED** unanimously.

**F. Resolution 28-2024, A Resolution Approving the Purchase of One (1) Ford Ranger Pickup Truck in the Amount of \$60,000**

**G. Resolution 29-2024, A Resolution Approving the Purchase of Three (3) Fully Equipped Marked Dodge Durango Police Patrol Vehicles in the Amount of \$204,114.00**

Mayor Spellman stated he was combining items 8 F and 8 G and read the titles.

Public Works Director, Isbester accompanied by Chief Woolley and Chief Moriarty, explained one replacement vehicle for the Fire Department was approved for purchase in the 2024 budget, which will be a replacement vehicle for the Chief. His current vehicle will be repurposed for the Fire Captains. The three replacement patrol vehicles

for the Police Department were approved for purchase in the 2024 budget.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 28-2024, a Resolution Approving the Purchase of Three (3) Fully Marked Dodge Durango Police Patrol Vehicles in the Amount of \$204,114.00 and Resolution 29-2024, A Resolution Approving the Purchase of Three (3) Fully Equipped Marked Dodge Durango Police Patrol Vehicles in the Amount of \$204,114.00

**MOTION PASSED**

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

**H. Resolution 30-2024, A Resolution Amending the Residential Exterior Paint Program – Guide to Programs**

Mayor Spellman read the title.

CP&D Director Linker explained the City created the Residential Exterior Paint Program Guide to Programs to provide recommendations, interpretations, administrative instructions, best practice guidance, and the Exterior Paint Program framework. CP&D performed a complete audit of the Exterior Paint Guide to Programs adopted by Resolution 13-2021 on March 17, 2021, and found the Guide redundant, cumbersome, and difficult to navigate. Because the document repeated much of the information many times, Staff altered the Guide to make it simpler, more manageable, and more efficient.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 30-2024, a Resolution Amending the Residential Exterior Paint Program – Guide to Programs

**MOTION PASSED**

There was no discussion, and the motion **PASSED** unanimously. The Mayor commented that the revisions were nicely done and good job!

9. CITY MANAGER REPORT:

City Manager Cole had nothing to report.

10. CITY ATTORNEY REPORT:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE

SESSION: City Attorney Hoffmann recommended items number 2 and 5 only for Executive Session and that the specific legal issues related to potential Employee Handbook revisions, potential City legislation, litigation, and specific legal issues regarding intergovernmental relations as well.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:17 p.m. to hold a conference with the City’s Attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b), to determine positions and to hold a conference with the City’s Attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

**MOTION PASSED**

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

**MOTION TO ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:15 p.m.

**MOTION PASSED**

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:15 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

**RESOLUTION 31-2024**  
**A RESOLUTION**  
**APPROVING THE**  
**AMENDMENT TO**  
**TEMPORARY**  
**CONSTRUCTION**  
**EASEMENT BETWEEN THE**  
**CITY AND THE GREINER**  
**FAMILY TRUST**  
**ASSOCIATED WITH**  
**IMPROVEMENTS TO THE**  
**PROPERTY LOCATED AT**  
**187 CLEAR CREEK STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 31-2024

**TITLE: A RESOLUTION APPROVING THE AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY AND THE GREINER FAMILY TRUST ASSOCIATED WITH IMPROVEMENTS TO THE PROPERTY LOCATED AT 187 CLEAR CREEK STREET**

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

**Section 1.** The City Council hereby approves the Amendment to the Temporary Construction Easement between the City and the Greiner Family Trust associated with the improvements to the property located at 187 Clear Creek Street, attached hereto as **Exhibit A**, and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 27<sup>th</sup> day of March, 2024.

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

ATTEST:

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

**EXHIBIT A**

**TO RESOLUTION 31-2024**

## AMENDMENT TO THE TEMPORARY CONSTRUCTION EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That **Greiner Family Trust**, who is the property owner of **185 Clear Creek Street, Black Hawk, CO 80422 ("Grantor")**, in consideration of **Twenty Dollars (\$20.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to the **City of Black Hawk**, whose address is **201 Selak Street, Black Hawk, CO 80422, ("Grantee")**, an **Amendment to the Temporary Construction Easement for the Full Rehabilitation of 187 Clear Creek Street, Black Hawk, CO 80442**, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such Amendment to the Temporary Construction Easement in and to, over, under and across the tract of land described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference the **"Temporary Construction Easement Property."**

1. Said Amendment to the Temporary Construction Easement shall expire and be of no further force or effect one (1) year after the date of notice by the Grantee of the commencement of said Amendment to the Temporary Construction Easement. More specifically, this Amendment to the Temporary Construction Easement shall not commence until the Grantee provides written notice to the Grantor of the commencement of the Amendment to the Temporary Construction Easement, which must be provided within one (1) year of the date of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Amendment to the Temporary Construction Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. The City may use the Amendment to the Temporary Construction Easement for the Property to perform the tasks described in Exhibit B, which shall cover all remaining improvements associated with 187 Clear Creek Street, Black Hawk, CO 80422. The City will have the Contractor clean and repair any damage to existing conditions within the area of the Amendment to the Temporary Construction Easement, as shown in Exhibit A. The City and Contractor will develop a Scope of Work, as shown in Exhibit B. The project start date was August 9, 2023.

See **Exhibit B**, attached hereto and incorporated herein by this reference the **"Statement of Work Property."**

3. During the term of this Amendment to the Temporary Construction Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party or its agents or employees hereto.

5. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

**WITNESS our hand(s) and seal(s) this 27<sup>th</sup> day of March 2024**



**GRANTOR:**

**GREINER FAMILY TRUST**

**BY:** \_\_\_\_\_  
**Thomas David Greiner**  
**Co-Trustee**

**DATE:** \_\_\_\_\_

**GRANTEE: CITY OF BLACK HAWK, COLORADO**

**By:** \_\_\_\_\_  
**David D. Spellman, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **EXHIBIT A**

**TEMPORARY CONSTRUCTION EASEMENT PROPERTY  
185 CLEAR CREEK STREET, BLACK HAWK, CO 80422**

**EXHIBIT A**

DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED WITHIN A PORTION OF THE ROADWAY EASEMENT RECORDED AT RECEPTION NO. 146177 AND A PORTION OF LOT 6, BLOCK 7, PER THE BOUNDARY LINE AGREEMENT RECORDED AT RECEPTION NO. 147563, BASED UPON THE SURVEY MAP OF BLOCK 7, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON - CITY SURVEYOR, DATED MAY AND JUNE 1866, IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

**SURVEYOR'S STATEMENT**

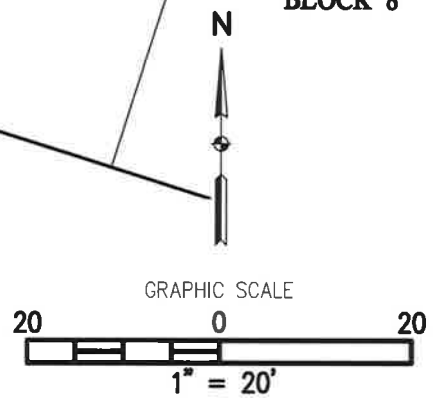
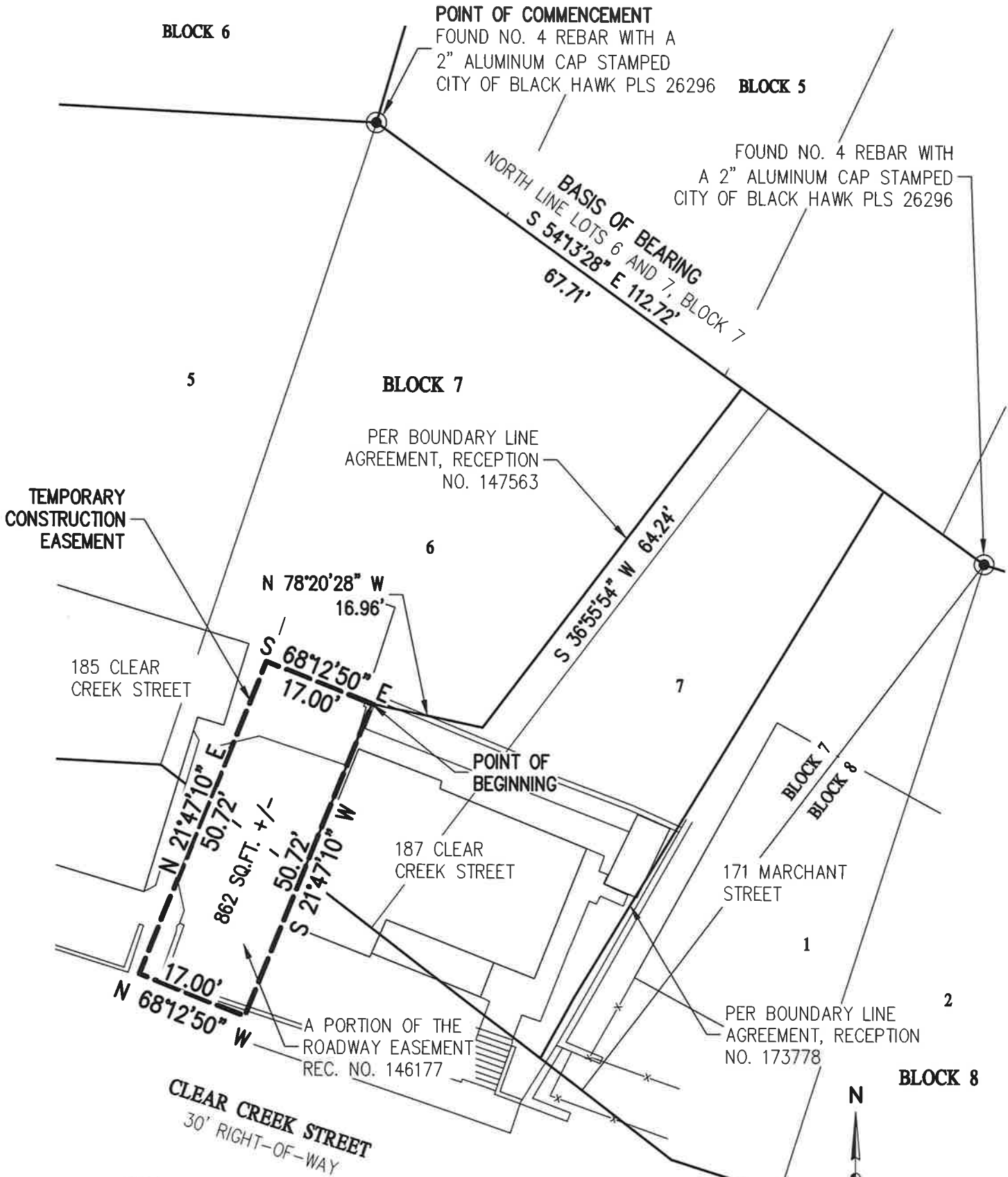
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT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

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

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



# EXHIBIT A



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

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



4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537  
P. 970.353.7600 • F. 866.678.4864 • www.baselinecorp.com

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

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

# **EXHIBIT B**

## **STATEMENT OF WORK PROPERTY**

1. The Greiner Family Trust completes the entire project with their landscaper;
2. White Construction Group returns the yard within and adjacent to the Temporary Construction Easement area to include the following:
  - a. Remove the construction fencing along the concrete walkway,
  - b. Remove any protection from and level soil around the Black Locust Tree,
  - c. Install new ornamental wrought iron fencing with the 187 Clear Creek design along the west property line of 187 Clear Creek and return any remaining fence panels removed to the Greiner Family Trust with the 185 Clear Creek design,
  - d. Reinstall the ornamental wrought iron fencing incorrectly installed at the repoured concrete knee wall,
  - e. Inspect the concrete walkway to ensure no damage and replace or repair any damaged areas,
  - f. Per the October 16, 2023 email from Community Planning and Development, the Greiner Family Trust agreed to install a drip irrigation system for the plantings adjacent to 187 Clear Creek as recommended by PEH Architects;
  - g. The City of Black Hawk provides the Greiner Family Trust a one-time \$12,528.49 reimbursement, which is the attached White Construction Group basic proposal fee minus the additional landscaper mobilization fee of \$500.00 ( $\$13,028.49 - \$500.00 = \$12,528.49$ ). The White Construction Group landscaper charges the additional mobilization fee for non-award of the landscape and irrigation construction project described in the Temporary Construction Easement for 185 Clear Creek. The Greiner Family Trust waives all future claims to White Construction Group and the City of Black Hawk.
  - h. This option requires an Amendment to the Temporary Construction Easement by the Black Hawk City Council.
  - i. The Amendment allows White Construction Group access to the west property line between 185 Clear Creek and 187 Clear Creek to complete all work, including, but may not be limited to, the exterior painting, gutter, downspout, and fence installation of 187 Clear Creek, and the Greiner Family Trust completes its landscaping project solely with its landscaper.
  - j. White Construction Group completes all work associated with the improvements to complete and close the 187 Clear Creek project, and the Amendment to the Temporary Construction Easement expires when White Construction Group demobilizes or by June 30, 2024, whichever occurs first.
  - k. The Amendment to the Temporary Construction Easement appears on the City Council agenda for March 27, 2024.



PO BOX 11850, Denver, CO 80211 - Phone:720-435-1905 - BrianL@VerveDevelop.com

White Construction  
185 Clear Creek St  
Blackhawk, CO 80422

February 5, 2024

Re: Landscape and Irrigation Construction Proposal-Basic

	<u>Amount</u>
<b>Irrigation:</b>	<b>\$3,859.65</b>
- Replace 2 laterals with 10 heads installed per drawing provided	
- Tie into existing lateral line and use existing system, does not include troubleshooting or repairs to existing system	
- Extend new drip line through planting bed per plan provided from existing dripline	
<b>Soil Preparation - 3 yd / 1000 s.f.</b>	<b>\$660.00</b>
- 2 yds (650s.f.) Rotor tilled at a 4 in -6 in depth	
<b>Wood Mulch - Washington Cedar</b>	<b>\$847.00</b>
- 1.75 yds (275 s.f.) Installed at 3" Depth	
- Wood installed without fabric directly over soil	
<b>Sod - Bluegrass</b>	<b>\$1,281.00</b>
- 400 s.f. Installed per plan	
<b>Planting</b>	<b>\$2,924.00</b>
- Installed per plan. Includes the following warranty 30 days for shrubs	
- Proper amount of water to be applied by owner of property including winter water. Neglect will result in void to warranty.	
- Installed per provided plan to restore landscape	
<b>Retaining Wall-Reset Existing wall</b>	<b>\$1,720.00</b>
- Reset existing wall block as edger to restore landscape	
<b>Project Management</b>	<b>\$684.21</b>
- 6 hrs of project management including approvals, inspections, site meetings	
<b>Equipment &amp; Mobilization</b>	<b>\$1,052.63</b>
- Trucks, Trailers and Equipment site time	
<b>Total:</b>	<b>\$13,028.49</b>

Notes:

- 1 Maintenance is not a part of this proposal
- 2 Construction Timeline is approx. 6 Days
- 3 All materials and workmanship have 1 year warranty-Proper maintenance is required for warranty to be valid
- 4 All grade to be provided +/-10', unless otherwise noted
- 5 Materials and equipment to be stored and stockpiled on site as needed

- I agree to pay Verve Development LLC in full, upon completion of contract work.
- Partial payments may be required if contract timeline is longer then 10 calendar days.
- Payment terms: 50% due at time of contract, 50% due upon completion of contract work
- This proposal is good for 30 days.
- This proposal is acceptable and by my signature I agree to its terms.
- This proposal price is for non credit card payments, an additional 3% convenience charge will be added to all credit card purchases.
- Verve has full discretion in warranty fulfillment. Ask for warranty information and more details.
- Upon signature, this Proposal becomes a contract on the terms, conditions and price stated herein between myself and Verve Development LLC. I understand that I am legally bound, and that the above named business entity, if any, is jointly and severally liable, for payment of this contract and for interest on unpaid balances at the rate of 1.5% per month (18% per annum), compounding monthly, until paid in full. The parties acknowledge and agree that the deposit is non-refundable once the materials have been ordered. In the event that payments are not made when due, Verve Development may immediately cease work at its sole and absolute discretion. In the event legal action is instituted to collect payments due hereunder, the prevailing party in any such legal action shall be entitled to collect all of its reasonable attorneys' fees and costs from the non-prevailing party. A mechanic's lien may be placed on your property in the event payment is not made when due. The venue for any legal dispute shall be in the Courts of Douglas County, Colorado. The Terms and Conditions are attached hereto and incorporated by this reference.

Printed Name of Person Ordering the Work

Signature

Date

### TERMS AND CONDITIONS

1. ACCESS. During normal business hours Verve Development, LLC ("Verve") shall be provided reasonable access to and from the site for all equipment, trucks and other vehicles used in connection with this construction. Reasonable access to a water supply shall be provided to Verve.
  2. MARK-UP. For any work done beyond the scope of the initial agreement, that is not otherwise formally documented via a written "Change Order," you shall be charged on a time and materials cost basis plus a standard 30% markup for overhead and profit. You agree to pay for this additional work.
  3. HIDDEN CONDITIONS. If, after beginning work, defects or other unforeseen conditions are discovered which could not reasonably have been discovered by Verve upon inspection (e.g., invisible defects, hazardous materials, uncomfortable construction materials are required or used, etc.), then you will be charged, and you agree to pay, on a time and materials basis plus a standard 30% markup for overhead and profit on the additional costs incurred as a result of such conditions.
  4. MEDIATION. In the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of fees or costs owed to Verve or the quality of Verve's services, including any claim of malfeasance or malpractice, such dispute shall be subject to mediation at Denver Judicial Arbitrator Group by a retired judge, or by another attorney-mediator mutually acceptable to the parties. Mediation shall be held within 60 days upon written demand by any party to this agreement. Only after mediation is completed, and has failed, shall any party have a right to proceed in the Douglas County courts. The cost of mediation shall be split evenly between the parties.
  5. NONDISPARAGEMENT. Verve has invested heavily in its reputation and goodwill. Therefore, the parties hereto shall not bad-mouth or disparage each other to any third-party, including, but not limited to, statements made on the internet.
  6. HAZARDOUS MATERIALS. You shall disclose to Verve any knowledge of hazardous materials (as defined by law) known or suspected. Should hazardous materials be disclosed or discovered after this agreement is signed, then Verve may, at its sole option, terminate this agreement and you agree to pay for all labor or materials expended or required emergency measures, plus 30% overhead and profit.
  7. INDEMNIFICATION. You shall hold Verve harmless and shall indemnify Verve from any liability to you, or any other party, for consequences I) beyond the property lines or for ii) violations of any easement, zoning law or regulation. You shall fully indemnify Verve for all legal costs, fees and other reasonable expenses in the event of initiating or defending litigation arising as a result of Verve's work on your property.
  8. OTHER TERMS AND CONDITIONS. 8.1 You hereby release and agree to defend and hold Verve, its directors, owners, officers, agents and employees harmless from any liability resulting from or due to the insufficient strength or existing structures of your residence/building to bear weight, and from the results of any subsequent structural fault, except to the extent that such structural fault is caused by or is solely attributable to Verve's gross negligence. 8.2 This agreement constitutes the entire agreement between the Parties, and supersedes all Proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this agreement. 8.3 Verve will not be liable to you for non-performance or delays due to strikes, riots, civil insurrections, adverse weather conditions or other Acts of God or conditions beyond Verve's reasonable control. You are to carry fire, tornado and other necessary insurance upon the above work. 8.4 Verve reserves the right the Courts of Douglas County, Colorado. The Terms and Conditions are attached hereto and incorporated by
  - 8.5 WARRANTY DISCLAIMER. Verve proposes to perform the work in accordance with the specifications submitted and completed in a workmanlike manner according to standard practices. Verve hereby transfers to Owner any warranties made by suppliers to it. However, Verve SPECIFICALLY DISCLAIMS AND EXCLUDES FROM THIS AGREEMENT ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. 8.6 You agree that the maximum liability of Verve, whether in contract or tort, shall not exceed the Price term of this agreement, absent Verve's gross negligence or its Willful or Wanton conduct.
  - 8.7 Of the Terms and Conditions, Sections 4, 5, 6, 8, 8.1 and 8.5 shall survive the termination of this agreement.
- If any provision of this agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this agreement will remain enforceable to the fullest extent permitted by law.



## PHOTO DOCUMENTATION















































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

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**SUBJECT:**

A Resolution amending the Temporary Construction Easement between the City of Black Hawk and the Greiner Family Trust associated with improvements to the property located at 187 Clear Creek Street.

**RECOMMENDATION:**

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

**MOTION TO APPROVE** Resolution 31-2024, a Resolution approving the Amendment to the Temporary Construction Easement between the City of Black Hawk and the Greiner Family Trust associated with improvements to the property located at 187 Clear Creek Street.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On August 9, 2023, under Resolution 62-2023, the Greiner Family Trust entered a Temporary Construction Easement with the City of Black Hawk. The City used the Temporary Construction Easement to access the property for improvements to the property located at 187 Clear Creek Street.

During the pre-construction phase, staff from White Construction Group and Community Planning and Development photo-documented the condition of the areas included within the Temporary Construction Easement. The City allocated funds in the 187 Clear Creek construction budget to return the Temporary Construction Easement areas at 185 Clear Creek to its pre-construction condition.

On February 27, 2024, the Greiner Family Trust emailed the City. Instead of returning the Temporary Construction Easement areas to their pre-construction condition, the Trust asked the City to consider compensating them for the entire value of the total project.

The City offered the Greiner Family Trust the following option, which they accepted:

1. The Greiner Family Trust completes the entire project with their landscaper;
2. White Construction Group returns the yard within and adjacent to the Temporary Construction Easement area to include the following:
  - a. Remove the construction fencing along the concrete walkway,
  - b. Remove any protection from and level soil around the Black Locust Tree,
  - c. Install new ornamental wrought iron fencing with the 187 Clear Creek design along the west property line of 187 Clear Creek and return any remaining fence panels removed to the Greiner Family Trust with the 185 Clear Creek design,
  - d. Reinstall the ornamental wrought iron fencing incorrectly installed at the repoured concrete knee wall,

- e. Inspect the concrete walkway to ensure no damage and replace or repair any damaged areas,
- f. Per the October 16, 2023 email from Community Planning and Development, the Greiner Family Trust agreed to install a drip irrigation system for the plantings adjacent to 187 Clear Creek as recommended by PEH Architects;
- g. The City of Black Hawk provides the Greiner Family Trust a one-time \$12,528.49 reimbursement, which is the attached White Construction Group basic proposal fee minus the additional landscaper mobilization fee of \$500.00 (\$13,028.49 - \$500.00 = \$12,528.49). The White Construction Group landscaper charges the additional mobilization fee for non-award of the landscape and irrigation construction project described in the Temporary Construction Easement for 185 Clear Creek. The Greiner Family Trust waives all future claims to White Construction Group and the City of Black Hawk.
- h. This option requires an Amendment to the Temporary Construction Easement by the Black Hawk City Council.
- i. The Amendment allows White Construction Group access to the west property line between 185 Clear Creek and 187 Clear Creek to complete all work, including, but may not be limited to, the exterior painting, gutter, downspout, and fence installation of 187 Clear Creek, and the Greiner Family Trust completes its landscaping project solely with its landscaper.
- j. White Construction Group completes all work associated with the improvements to complete and close the 187 Clear Creek project, and the Amendment to the Temporary Construction Easement expires when White Construction Group demobilizes or by June 30, 2024, whichever occurs first.
- k. The Amendment to the Temporary Construction Easement appears on the City Council agenda for March 27, 2024.

**AGENDA DATE:**

March 27, 2024

**WORKSHOP DATE:**

N/A

**FUNDING SOURCE:**

N/A

**DEPARTMENT DIRECTOR APPROVAL:**

Yes     No

**STAFF PERSON RESPONSIBLE:**

Cynthia L. Linker  
CP&D Director



**DOCUMENTS ATTACHED:**

1. Resolution 31-2024
2. Exhibit A - Temporary Construction Easement Amendment (Clean)
3. Temporary Construction Easement Amendment (Redline)

**RECORD:**

[ ]Yes      [ X ]No

**UPDATE GIS MAP:**

[ ]Yes      [ X ]No

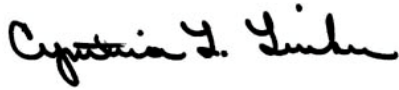
**CoBH CERTIFICATE OF INSURANCE REQUIRED:**

[ ]Yes      [ X ]No

**CITY ATTORNEY REVIEW:**

[ X ]Yes      [ ]N/A

**SUBMITTED BY:**



---

Cynthia L. Linker, CP&D Director

**REVIEWED BY:**



---

Stephen N. Cole, City Manager

**TEMPORARY CONSTRUCTION EASEMENT AMENDMENT - REDLINE**

## **AMENDMENT TO THE TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:** That Greiner Family Trust, who is the property owner of 185 Clear Creek Street, Black Hawk, CO 80422 ("Grantor"), in consideration of Twenty Dollars (\$20.00), receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to the City of Black Hawk, whose address is 201 Selak Street, Black Hawk, CO 80422, ("Grantee"), a Temporary Construction Easement for the Full Rehabilitation of 187 Clear Creek Street, Black Hawk, CO 80442, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such Temporary Construction Easement in and to, over, under and across the tract of land described as follows:

See Exhibit A, attached hereto and incorporated herein by this reference the "Temporary Construction Easement Property."

1. Said Temporary Construction Easement shall expire and be of no further force or effect one (1) year after the date of notice by the Grantee of the commencement of said Temporary Construction Easement. More specifically, **this Temporary Construction Easement shall not commence until the Grantee provides written notice to the Grantor of the commencement of the Amendment to the Temporary Construction Easement**, which must be provided within one (1) year of the date of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Construction Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. The City may use the **Amendment to the Temporary Construction Easement for the Property to perform the tasks described in Exhibit B as access to the Property for the site excavation and grading for a foundation system and crawl space with perimeter drainage, new siding and trim, new window installation, new roofing, sheet metal and flashing, new gutter and downspouts, and fresh paint which covers all remaining improvements associated with 187 Clear Creek Street, Black Hawk, CO 80422.** The City will have the Contractor clean and repair any damage to existing conditions within the area of the Temporary Construction Easement, as shown in Exhibit A. The City and Contractor will develop a Scope of Work with photo documentation, as shown in Exhibit B. **The project has a proposed start date of September 2023 start date was August 9, 2023.**

See Exhibit B, attached hereto and incorporated herein by this reference the "Statement of Work Property."

3. During the term of this Temporary Construction Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party or its agents or employees hereto.

5. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

**WITNESS** our hand(s) and seal(s) this ~~9<sup>th</sup>~~ **27<sup>th</sup>** day of ~~August, 2023~~ **March 2024**

**GRANTOR:**

**GREINER FAMILY TRUST**

**BY:** \_\_\_\_\_  
**Thomas David Greiner**  
**Co-Trustee**

**DATE:** \_\_\_\_\_

**GRANTEE: CITY OF BLACK HAWK, COLORADO**

**By:** \_\_\_\_\_  
**David D. Spellman, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **EXHIBIT A**

**TEMPORARY CONSTRUCTION EASEMENT PROPERTY  
185 CLEAR CREEK STREET, BLACK HAWK, CO 80422**

# **EXHIBIT B**

## **STATEMENT OF WORK PROPERTY**

1. The Greiner Family Trust completes the entire project with their landscaper;
2. White Construction Group returns the yard within and adjacent to the Temporary Construction Easement area to include the following:
  - a. remove the construction fencing along the concrete walkway,
  - b. remove any protection from and level soil around the Black Locust Tree,
  - c. install new ornamental wrought iron fencing with the 187 Clear Creek design along the west property line of 187 Clear Creek and return any remaining fence panels removed to the Greiner Family Trust with the 185 Clear Creek design,
  - d. reinstall the ornamental wrought iron fencing incorrectly installed at the repoured concrete knee wall,
  - e. inspect the concrete walkway to ensure no damage and replace or repair any damaged areas,
  - f. per the October 16, 2023 email from Community Planning and Development, the Greiner Family Trust agreed to install a drip irrigation system for the plantings adjacent to 187 Clear Creek as recommended by PEH Architects;
  - g. the City of Black Hawk provides the Greiner Family Trust a one-time \$12,528.49 reimbursement, which is the attached White Construction Group basic proposal fee minus the additional landscaper mobilization fee of \$500.00 ( $\$13,028.49 - \$500.00 = \$12,528.49$ ). The White Construction Group landscaper charges the additional mobilization fee for non-award of the landscape and irrigation construction project described in the Temporary Construction Easement for 185 Clear Creek. The Greiner Family Trust waives all future claims to White Construction Group and the City of Black Hawk.
  - h. This option requires an amendment to the Temporary Construction Easement by the Black Hawk City Council.
  - i. The Amendment allows White Construction Group access to the west property line between 185 Clear Creek and 187 Clear Creek to complete all work, including, but may not be limited to, the exterior painting, gutter, downspout, and fence installation of 187 Clear Creek, and the Greiner Family Trust completes its landscaping project solely with its landscaper.
  - j. White Construction Group completes all work to complete the improvements associated with 187 Clear Creek, and the Temporary Construction Easement amendment expires when White Construction Group demobilizes or by June 30, 2024, whichever occurs first.
  - k. The Temporary Construction Easement amendment appears on the City Council agenda for March 27, 2024.



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

~~PRE-CONSTRUCTION~~

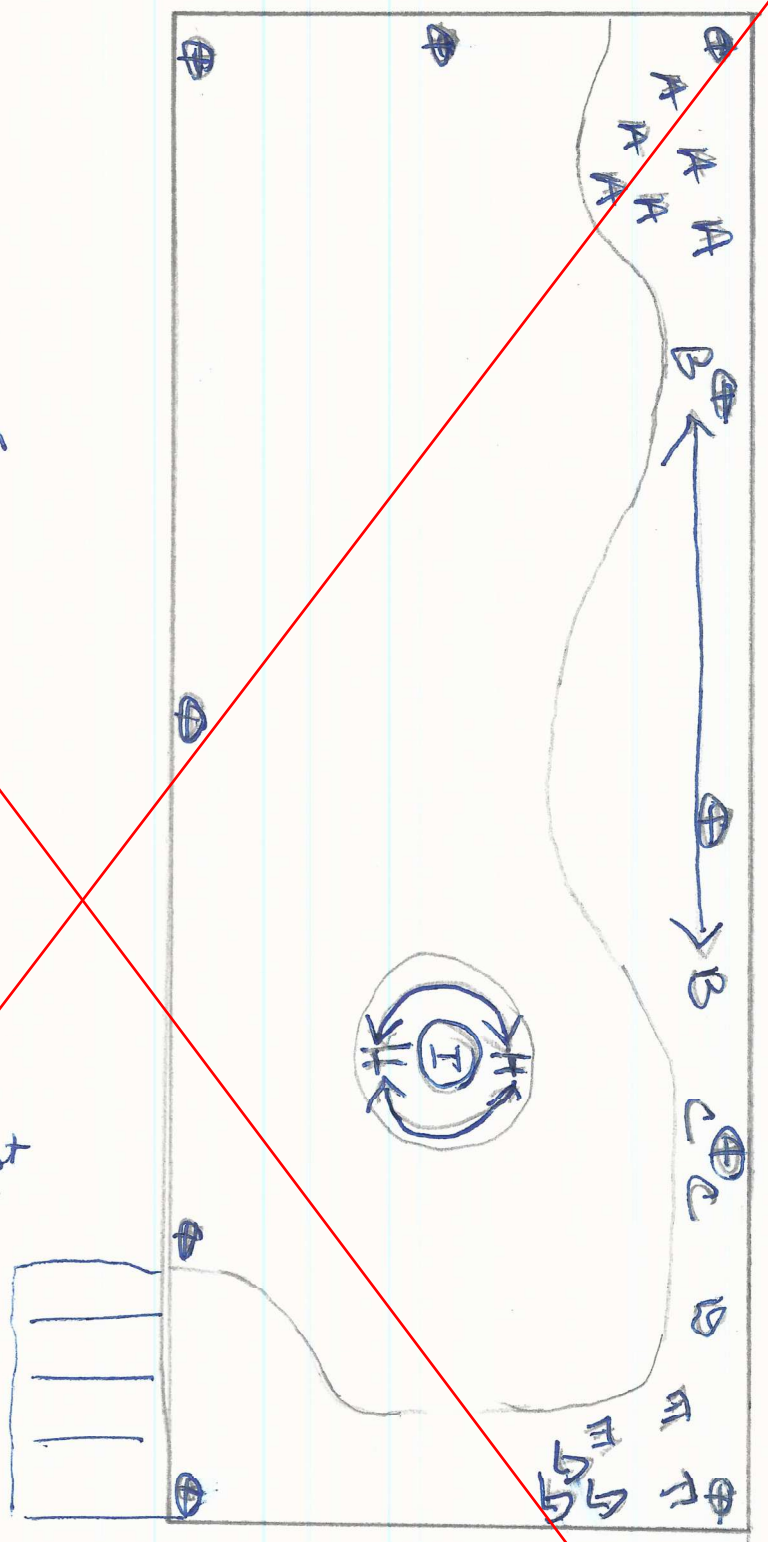
- ~~1. This phase intends to photo-document the current condition of the areas within and adjacent to the Temporary Construction Easement area.~~
- ~~2. Remove existing ornamental wrought iron fencing along the west property line.~~
- ~~3. Remove and salvage landscaping pavers around the flowerbed.~~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

~~POST-CONSTRUCTION~~

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

## GARDEN LAYOUT

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



Premier Side Flower Bed 2023, 06, 04

Clear Creek Street



I ♥ SUN

Better Homes & Gardens

PERENNIAL

DELPHINA™  
Delphinium



\$11.94

.DEL-DEL-000

DWOA0424

(21)

JOHN HENRY®  
JUNIOR POTENTIAL™



mile high

CLOSER TO THE SUN  
perennial collection

Lupinus  
Westcountry  
'Manhattan Lights'

ROZANNE  
AND ASSOCIATES

full sun

PP18868

COA0274

(19)

JOHN HENRY®  
POTENTIAL™

Better Homes & Gardens

Full Sun

PERENNIALS Bloom year after year



SOLANNA™  
Coreopsis  
GOLDEN SPHERE

Heat & Humidity Tolerant  
Irresistible to Butterflies

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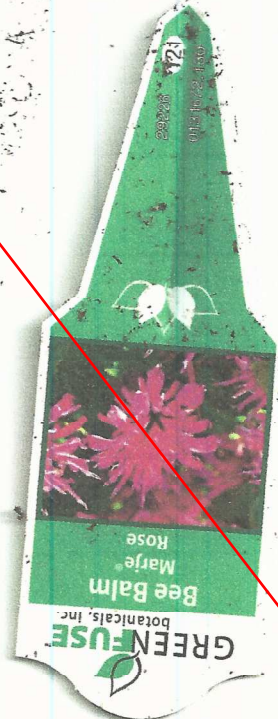


SUMMER  
BLOOM TIME

PERENNIAL

'Variegatum'  
Snow-on-the-Mountain

3-6 hours direct sun  
PART SHADE TO SHADE



GREEN-USE  
Botanicals, Inc.

Bee Balm  
Marjoram

Rose

(21)

**PHOTO DOCUMENTATION**

SEE PHOTOS ABOVE