



REGULAR MEETING AGENDA

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

February 28, 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. PUBLIC COMMENT: *Please limit comments to 5 minutes*

6. APPROVAL OF MINUTES: February 14, 2024

7. PUBLIC HEARINGS:

- A. Council Bill 5, An Ordinance Amending Article IV of Chapter 16 of the City of Black Hawk Municipal Code Eliminating Short-Term Rentals as a Permitted Accessory Use in All Residential Zone Districts of the City

8. ACTION ITEMS:

- B. Resolution 21-2024, A Resolution Approving A Policy Regarding Citizen Comments at City Council Meetings
- C. Resolution 22-2024, A Resolution Acknowledging the Legal Nonconforming Structure Located at 187 Clear Creek Street
- D. Resolution 23-2024, A Resolution Approving the Acquisition of Certain Real Estate Known as the Lady B Mining Claim
- F. Resolution 24-2024, A Resolution Approving the Acquisition of Certain Real Estate Known as Lots 1-3, Block 43 Within the City of Black Hawk

9. CITY MANAGER REPORT:

10. CITY ATTORNEY REPORT:

11. EXECUTIVE SESSION:

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

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

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
City Council**

February 14, 2024

MEETING MINUTES

New firefighter Crystal Wilson 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, February 14, 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, Fire Captain Ingle, Fire Lieutenant Christian, Fire Engineer Stone, Firefighters Olivas, Roybal, and Wilson, Fire Admin Blondo, Administrative Services Director/City Clerk Greiner, Finance Director Hillis, Public Works Maintenance Services Manager Jackson, Water Resource Engineer Dallam, City Engineer Reed, Community Planning & Development Director Linker, Development Services Coordinator Richards, Baseline Engineering Consultants Harris and Esterl, Pinyon Environmental Consultant Gilbert, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed no agenda changes.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.

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

5. EMPLOYEE
INTRODUCTION:

Crystal Wilson, Firefighter

Fire Chief Woolley introduced the newest firefighter to the department. Crystal Wilson comes to the City with experience from volunteering with the City of Golden and Pleasant View. He said she is a good fit and a contributing part of the family. She was warmly greeted by all.

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

7. APPROVAL OF
MINUTES:

January 24, 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.

8. PUBLIC HEARINGS:

A. CB4, An Ordinance Repealing Article XX of the City of Black Hawk Municipal Code, Prohibiting Short-Term Rental Properties in the City of Black Hawk

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this first of two Ordinances prohibiting short-term rentals. This Ordinance was for the licensing piece; the next Ordinance at the Council's next meeting would be the zoning code change.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB4, an Ordinance repealing Article XX of the City of Black Hawk Municipal Code, prohibiting Short-Term Rental properties in the City of Black Hawk 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 Armbright to approve CB4, an Ordinance repealing Article XX of the City of Black Hawk Municipal Code, prohibiting Short-Term Rental properties in the City of Black Hawk.

MOTION PASSED

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

B. Resolution 7-2024, A Resolution Conditionally Approving a Certificate of Architectural Compatibility to Allow for the Partial Demolition and Rehabilitation of a Structure Located at 121 Marchant Street

Mayor Spellman read the title and opened the public hearing.

Daniel Gilbert, the City's Historic Preservation Consultant from Pinyon Environmental, went through his report. The Historic Preservation Commission has reviewed the application and recommended approval.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 7-2024, a Resolution conditionally approving a Certificate of Architectural Compatibility to allow for the partial demolition and rehabilitation of a structure located at 121 Marchant Street open and invited anyone wanting to address the Board either "for" or "against" the Resolution 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 Resolution 7-2024, a Resolution conditionally approving a Certificate of Architectural Compatibility to allow for the partial demolition and rehabilitation of a structure located at 121 Marchant Street.

MOTION PASSED

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

9. ACTION ITEMS:

C. Resolution 8-2024, A Resolution Acknowledging the Legal Nonconforming Structure Located at 121 Marchant Street

Mayor Spellman read the title.

Baseline Engineering Consultant Harris introduced this item to acknowledge the structure at 121 Marchant as a legal nonconforming structure in its current location.

MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 8-2024, a Resolution acknowledging the legal nonconforming structure located at 121 Marchant Street.

MOTION PASSED

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

D. Resolution 9-2024, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

Mayor Spellman read the title.

Community Planning & Development Director Linker is asking to update the fee schedule to bring elevator fees into compliance with the state.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 9-2024, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

MOTION PASSED

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

E. Resolution 10-2024, A Resolution Cancelling the April 2, 2024 Regular Election and Declaring Candidates Elected

Mayor Spellman read the title.

Deputy City Clerk Martin introduced this Resolution to cancel the April 2nd election and officially declare the incumbent candidates re-elected to four-year terms.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 10-2024, a Resolution cancelling the April 2, 2024 Regular Election and declaring candidates elected.

MOTION PASSED

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

F. Resolution 11-2024, A Resolution Approving the Professional Services Agreement with PEH Architects, Inc. for the Design and Architectural Construction Services Associated with the Restoration and Rehabilitation of 311 High Street in an Amount not to Exceed \$141,928.00

Mayor Spellman read the title.

Community Planning & Development Director Linker introduced this predesign and construction agreement. She said she added three additional site visits at \$1,849.00/piece just in case, which brought the total to \$141,928.00. She noted that if we don't use them, we wouldn't be billed for them.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 11-2024, a Resolution approving the Professional Services Agreement with PEH Architects, Inc. for the design and architectural construction services associated with the restoration and rehabilitation of 311 High Street in an amount not to exceed \$141,928.00.

MOTION PASSED

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

G. Resolution 12-2024, A Resolution Amending the Community Restoration and Preservation Program Documents by Adopting the Historic Preservation Program Fund Guide to Programs and Rehabilitation Guide to Programs, Revised February 2024

Mayor Spellman read the title.

Community Planning & Development Director Linker explained the changes.

MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 12-2024, a Resolution amending the Community Restoration and Preservation Program documents by adopting the Historic Preservation Program Fund Guide to Programs and Rehabilitation Guide to Programs, revised February 2024.

MOTION PASSED

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

H. Resolution 13-2024, A Resolution Approving the Construction Manager/General Contractor Agreement Between the City of Black Hawk, Lloyd Larsen as Owner and White Construction Group for the Residential Rehabilitation Program Preconstruction Phase for Property Located at 311 High Street in an Amount not to Exceed \$10,000.00

Mayor Spellman read the title.

Community Planning & Development Director Linker explained the selection process. She noted that at the end of the design phase, White Construction would come back with their Guaranteed Maximum Price (GMP) so that the Agreement could be amended having them serve as the General Contractor on the construction phase of the project.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 13-2024, a Resolution approving the Construction Manager/General Contractor Agreement between the City of Black

Hawk, Lloyd Larsen as Owner and White Construction Group for the Residential Rehabilitation Program Preconstruction Phase for property located at 311 High Street in an amount not to exceed \$10,000.00.

MOTION PASSED

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

I. Resolution 14-2024, A Resolution Authorizing the Abandonment of Sanitary Sewer Taps on Various City-Owned Properties

Mayor Spellman read the title.

City Manager Cole introduced this item. There are eight taps total that the City no longer needs.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 14-2024, a Resolution authorizing the abandonment of sanitary sewer taps on various City-Owned properties.

MOTION PASSED

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

J. Resolution 15-2024, A Resolution Approving the Professional Services Agreement with Lumin8 Transportation Technologies for the Replacement of Signal Cabinets, Controllers and Uninterrupted Power Sources for Three City Intersections in an Amount not to Exceed \$186,675.00

Mayor Spellman read the title.

Water Engineer Dallam explained the replacement of the cabinets. He noted a plan to upgrade the signal poles, but that will come back under a separate contract.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 15-2024, a Resolution approving the Professional Services Agreement with Lumin8 Transportation Technologies for the replacement of signal cabinets, controllers and uninterrupted power sources for three City intersections in an amount not to exceed \$186,675.00.

MOTION PASSED

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

K. Resolution 16-2024, A Resolution Approving the Service Agreement Between the City of Black Hawk and Centurylink Communication, LLC d/b/a Lumen Technologies Group for Internet Access to City Properties

Mayor Spellman read the title.

Finance Director Hillis explained the agreement approved back in November included an outdated contract; this is their new contract with the same terms.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 16-2024, a Resolution approving the service agreement between the City of Black Hawk and Centurylink Communication, LLC d/b/a Lumen Technologies Group for internet access to City properties.

MOTION PASSED

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

L. Resolution 17-2024, A Resolution Approving a Contract for the Installation of Two 2-Inch Pressure Reducing Valves Within the Black Hawk Water Distribution System in the Amount of \$28,300.00

Mayor Spellman read the title.

Water Resource Engineer Dallam explained the fluctuation of pressure when the Rick Thomas Distillery came on board; it was determined that the existing 4" PRV was too large for the system.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 17-2024, a Resolution approving a contract for the installation of two 2-Inch pressure reducing valves within the Black Hawk Water Distribution System in the amount of \$28,300.00.

MOTION PASSED

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

M. Resolution 18-2024, A Resolution Approving the Purchase of Three Ford Ranger Pickup Trucks in the Amount of \$122,070.00

Mayor Spellman read the title.

Maintenance Services Manager Jackson introduced this item for the Water Department.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 18-2024, a Resolution approving the purchase of three Ford Ranger pickup trucks in the amount of \$122,070.00.

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

N. Resolution 19-2024, A Resolution Approving the Purchase of a Utility Body Truck for Public Works in the Amount of \$70,950.00

Mayor Spellman read the title.

Maintenance Services Manager Jackson introduced this item.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 19-2024, a Resolution approving the purchase of a utility body truck for Public Works in the amount of \$70,950.00.

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

O. Resolution 20-2024, A Resolution Approving the Purchase of Two Trucks for Public Works in the Amount of \$171,722.00

Mayor Spellman read the title.

Maintenance Services Manager Jackson introduced this item.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 20-2024, a Resolution approving the purchase of two trucks for Public Works in the amount of \$171,722.00.

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

P. Motion to Approve Letter to Central City

City Attorney Hoffmann introduced this unique proposal, which includes the signatures of all of Council instead of only the Mayor. He explained this was a formal offer to Central City with terms and conditions for disconnecting and annexing property.

Mayor Spellman said this offer would benefit both municipalities, residents, and visitors of both cities and is looking forward to a positive and meaningful response from the City of Central.

10. CITY MANAGER
REPORT:

City Manager Cole had nothing to report.

11. CITY ATTORNEY
REPORT:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended items number 2 and 5 only for Executive Session and the specific legal issues related to potential litigation and potential legislation, legal advice regarding intergovernmental relations, and the negotiations regarding City-owned land on Gregory Hill, the Gregory Street HARD District, and other City-owned property.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:35 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), 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 4:12 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 4:12 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 5
ORDINANCE 5-2024
AN ORDINANCE AMENDING
ARTICLE IV OF CHAPTER 16
OF THE CITY OF BLACK
HAWK MUNICIPAL CODE
ELIMINATING SHORT-TERM
RENTALS AS A PERMITTED
ACCESSORY USE IN ALL
RESIDENTIAL ZONE
DISTRICTS OF THE CITY**

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

COUNCIL BILL NUMBER: CB5

ORDINANCE NUMBER: 2024-5

TITLE: AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 16 OF THE CITY OF BLACK HAWK MUNICIPAL CODE ELIMINATING SHORT-TERM RENTALS AS A PERMITTED ACCESSORY USE IN ALL RESIDENTIAL ZONE DISTRICTS OF THE CITY

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

Section 1. Section 16-64, subsection (b)(4) of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 16-64. Use regulations.

(b) Permitted accessory uses.

* * *

(4) Bed and breakfasts ~~and short term rentals.~~

Section 2. Section 16-70, subsection (b)(5) of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 16-70. Use regulations.

(b) Permitted accessory uses.

* * *

(5) Bed and breakfasts ~~and short term rentals.~~

Section 3. Section 16-76, subsection (b)(4) of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 16-76. Use regulations.

(b) Permitted accessory uses.

* * *

(4) Bed and breakfasts ~~and short term rentals.~~

Section 4. 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 5. 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 6. 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 28th day of February, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning an Ordinance amending certain sections of the Black Hawk Municipal Code to prohibit short-term rental properties.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, February 28, 2024, 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

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

An Ordinance amending Article IV of Chapter 16 of the City of Black Hawk Municipal Code eliminating short-term rentals as a Permitted Accessory Use in all residential zone districts in the city.

RECOMMENDATION:

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

MOTION TO APPROVE COUNCIL BILL NUMBER CB5, an Ordinance amending Article IV of Chapter 16 of the City of Black Hawk Municipal Code eliminating short-term rentals as a Permitted Accessory Use in all residential zone districts in the city.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On February 14, 2024, the Black Hawk City Council Approved Council Bill CB4, an Ordinance repealing Chapter 6, Article XX of the Black Hawk Municipal Code, prohibiting short-term rental properties in the City of Black Hawk.

The Black Hawk City Council will now hear Council Bill CB5, an Ordinance amending Article IV of Chapter 16 of the City of Black Hawk Municipal Code, eliminating short-term rentals as a Permitted Accessory Use in all residential zone districts of the city.

AGENDA DATE:

February 28, 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:

Staff Report
CB4 – Chapter 6, Article XX
Chapter 16, Article IV Edits

RECORD:

[]Yes

[X]No

UPDATE GIS MAP:

[]Yes

[X]No

CoBH CERTIFICATE OF INSURANCE REQUIRED:

[]Yes

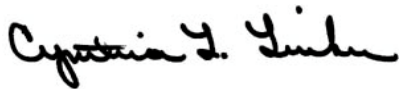
[X]No

CITY ATTORNEY REVIEW:

[X]Yes

[]N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

Staff Report

STAFF REPORT: Amendment to Chapter 16 Regarding Short-Term Rentals

For: City Council
Project Number: P-24-01
Prepared by: Julie Esterl - Baseline Corporation
Approved by: Vincent Harris, AICP - Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Director



BACKGROUND:

On April 26, 2023, by Ordinance 2023-9, in order to regulate short-term rentals for the health, safety and welfare of the citizens of Black Hawk, the Black Hawk City Council approved an amendment to the definition of short-term rental in Section 16-24 of the Municipal Code to read as follows:

Short-term rental means a dwelling occupied by a paying guest on a temporary or transient basis, not exceeding thirty (30) days, where kitchen and other food preparation facilities may be provided, and which is required to be occupied as a primary residence by the individual using the dwelling as a short-term rental. A short-term rental does not include a *bed and breakfast* as defined in this Section 16-24.

This amendment included the requirement that a short-term rental be the primary residence of the renter and was intended to prevent absentee landlords and increase accountability and respect for surrounding property owners. However, since that time, short-term rentals have continued to become an increasing nuisance in a variety of ways to the neighbors, neighborhoods and to the residents of Black Hawk. Therefore, the City Council requested the City Attorney draft an ordinance prohibiting short-term rentals (STRs) altogether. Short-term rentals are regulated by the Black Hawk Municipal Code Chapter 6, Article XX. The City Attorney prepared the Ordinance 2024-4 repealing and re-enacting Article XX related to the business regulations in the Black Hawk code, which was presented to and approved by the City Council on February 14, 2024.

This staff report is related to the other part of the Black Hawk Municipal Code in Chapter 16, Article IV (Zoning Ordinance) which currently allows short-term rentals as a Permitted Accessory Use in three residential districts: Historic Residential (HR), Rural Residential (RR), and Environmental Character Preservation (ECP). City Staff prepared the attached amendment to Article IV which eliminates short-term rentals as a Permitted Accessory Use in all residential zone districts of the city.

REQUEST:

City Staff is requesting the elimination of short-term rentals as a Permitted Accessory Use in all zone districts of the city. Eliminating the use as an accessory use means that any proposed STR will not be approved or allowed to be used as such in the future in the City of Black Hawk as an accessory use.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Sec. 1-47. - Amendments to Code.

Ordinances and parts of ordinances of a permanent and general nature, passed or adopted after the adoption of this Code, may be passed or adopted either in the form of amendments to the Code adopted by this Code or without specific reference to the Code. However, in either case, all such ordinances and parts of ordinances shall be deemed amendments to the Code, and all of the substantive, permanent and general parts of said ordinances and changes made thereby in the Code shall be inserted and made in the Code as provided in Section 1-50 hereof.

Sec. 1-50. - Supplementation of Code.

- *The City Clerk shall cause supplementation of the Code to be prepared and printed from time to time as he or she may see fit. All substantive, permanent and general parts of ordinances passed by the Board of Aldermen or adopted by initiative and referendum, and all amendments and changes in ordinances or other measures included in the Code prior to the supplementation and since the previous supplementation, shall be included.*
- *It shall be the duty of the City Clerk, or someone authorized and directed by the City Clerk, to keep up to date the copy of the book containing the Code required to be filed in the office of the City Clerk for the use of the public.*

STAFF SUMMARY:

Staff from Baseline Corporation, in conjunction with City Staff and the City Attorney, have prepared the attached CB5, Ordinance 2024-5 eliminating short-term rentals (STR) as a Permitted Accessory Use in all residential zone districts of the city.

Staff recommends approval of CB5, an Ordinance amending Chapter 16 – Article IV. A detailed document of the proposed changes is attached to this staff report.

FINDINGS:

City Council may *approve*, or *deny* a proposed Ordinance to amend the City of Black Hawk Municipal Code Chapter 16.

RECOMMENDATION:

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

MOTION TO APPROVE COUNCIL BILL CB5, an Ordinance amending Article IV of Chapter 16 of the City of Black Hawk Municipal Code eliminating short-term rentals as a Permitted Accessory Use in all residential zone districts in the city.

ATTACHMENTS:

1. CB4 – Chapter 6, Article XX
2. Chapter 16, Article IV Edits

Applicant's Submittal

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

COUNCIL BILL NUMBER: CB4

ORDINANCE NUMBER: 2024-4

TITLE: AN ORDINANCE REPEALING ARTICLE XX OF THE CITY OF BLACK HAWK MUNICIPAL CODE, PROHIBITING SHORT-TERM RENTAL PROPERTIES IN THE CITY OF BLACK HAWK

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

Section 1. Section 6-701 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 6-701. Intent and purpose.

(a) It is the intent of the City Council to prohibit short-term rental properties in the City, effective on the effective date of the adoption of this amendment to Section 6-701, while allowing any such short-term rental properties existing and licensed as of the date of the adoption of this Section to continue as a legal nonconforming use until such uses are abandoned in accordance with Section 16-367 of the City of Black Hawk Municipal Code, or such licensed property is sold, whichever first occurs.

(b) This Article shall apply to short-term rental properties only as defined herein. This Article shall not apply to motels, hotels, bed and breakfasts, or other establishments providing lodging for the general public.

(c) This Article shall not supersede or affect any private conditions, covenants or restrictions applicable to a parcel of property.

Section 2. Section 6-703 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 6-703. Short-term rentals prohibited; License required for nonconforming short-term rentals.

(a) Use of property as a short-term rental is prohibited. Any property with a valid short-term-rental license under this Article XX of Chapter 6 of the Black Hawk Municipal Code existing as of February 14, 2024, shall be deemed a legal nonconforming use as set forth in Section 6-701(a) and Section 16-367 of the City of Black Hawk Municipal Code.

(b) A valid license is required for each short-term rental in the City. The City Clerk may require a certificate of occupancy in the City Clerk's discretion.

(c) Licenses shall be issued by the City Clerk, provided the requirements of this Article are met.

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.


Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 14th day of February, 2024.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



ARTICLE IV Residential Districts

Division 1 Historic Residential (HR)

Sec. 16-61. District characteristics.

The HR zoning district shall replace all existing R-1 zones, as defined in the May 1991 Zoning Ordinance.

Sec. 16-62. Purpose.

The purpose of the HR zoning district is to promote the continuance of single-family neighborhoods and preserve the historic character and appearance of the existing residences and neighborhoods.

Sec. 16-63. Objectives.

The objectives of the HR zoning district are to:

- (1) Retain the historically residential areas as quiet, clean and safe residential neighborhoods.
- (2) Allow for limited home-based businesses, to help provide homeowners with additional economic means for maintaining permanent residency.
- (3) Ensure that new development is consistent with the historic appearance and character of the existing residences and neighborhoods.

Sec. 16-64. Use regulations.

(a) Permitted principal uses.

- (1) One (1) single-family dwelling unit.
- (2) Neighborhood playground, park or common area.

(b) Permitted accessory uses.

- (1) Uses which are customarily incidental to any of the permitted principal uses and are located on the same lot or on an adjacent lot.
- (2) Home-based businesses which occupy less than thirty-five percent (35%) of the gross floor area on the lot and which have no exterior indication of nonresidential activity, except for parking or signage as allowed by Articles XI and XIII of this Chapter. The business owner or operator must reside and maintain primary residency within the principal single-family dwelling unit or on the lot.
- (3) Parking as specified at Section 16-263 of this Chapter. Notwithstanding anything to the contrary contained in this Chapter, on-site/off-street parking is prohibited within the Historic Residential District unless the parked vehicle is licensed or registered to the owner, tenant or occupant of the principal single-family dwelling unit on the lot that is being used for on-site/off-street parking.
- (4) Bed and breakfasts ~~and short-term rentals.~~

Division 2 Rural Residential (RR)

Sec. 16-67. District characteristics.

RR zoning districts are intended for and may be established in those areas on the periphery of the City, which can be served by municipal or district water and sanitation systems.

Sec. 16-68. Purpose.

The purpose of RR zoning districts is to allow for low density single-family residences.

Sec. 16-69. Objectives.

The objectives of the RR zoning district are to:

- (1) Allow for residential development that may be located away from existing and potential activity centers.
- (2) Retain the natural beauty of the rural mountain areas and a feeling of openness, by ensuring residences are located, sited and designed to be nonobtrusive and blend in with existing natural features.
- (3) Ensure public health and safety by requiring development to be serviced by connections to municipal or district water and sanitation systems or by on-site systems that at a minimum have been approved to meet all state health standards and that are inspected on a regular basis.

Sec. 16-70. Use regulations.

- (a) Permitted principal uses.
 - (1) One (1) single-family dwelling unit.
 - (2) Neighborhood playground, park or common area.
- (b) Permitted accessory uses.
 - (1) Uses which are customarily incidental to any of the principal uses and are located on the same lot or on an adjacent lot.
 - (2) Home-based businesses which occupy less than thirty-five percent (35%) of the gross floor area on the lot and which have no exterior indication of nonresidential activity, except for parking or signage as allowed by Articles XI and XIII of this Chapter. The business owner or operator must reside and maintain primary residency within the principal single-family dwelling unit or on the lot.
 - (3) One (1) guest house which has a gross floor area that is no greater than eighty-five percent (85%) of the gross floor area of the principal single-family dwelling unit.
 - (4) Parking as specified at Section 16-263 of this Chapter. Notwithstanding anything to the contrary contained in this Chapter, on-site/off-street parking is prohibited within the Rural Residential District unless the parked vehicle is licensed or registered to the owner, tenant or occupant of the principal single-family dwelling unit on the lot that is being used for on-site/off-street parking.
 - (5) Bed and breakfasts ~~and short term rentals.~~

Division 3 Environmental Character Preservation (ECP)

Sec. 16-73. District characteristics.

The ECP zoning district shall replace all existing M zones as defined in the May 1991 zoning ordinance. This zoning district shall contain those areas which are considered to be of special significance for their unique natural or cultural importance in defining the character of the City or for the protection of public health and safety.

Sec. 16-74. Purpose.

The purpose of the ECP zoning district is to preserve environmentally and culturally sensitive areas that are prominent features of the community, and protect public health and safety.

Sec. 16-75. Objectives.

The objectives of the ECP zoning district are to:

- (1) Preserve distinctive natural features including drainage swales, streams, hillsides and mountainsides, ridge lines, rock outcroppings, vistas, natural plant formations, trees and scenic views.
- (2) Protect distinctive features of the City's mining heritage, which are a cultural amenity to the community.
- (3) Avoid development in areas that may be a threat to public health and safety.

Sec. 16-76. Use regulations.

(a) Permitted principal uses.

- (1) One (1) single-family dwelling unit.
- (2) Common open space areas.
- (3) Agriculture, horticulture, silviculture and grazing activities.
- (4) Public facilities.

(b) Permitted accessory uses.

- (1) Uses which are customarily incidental to any of the principal uses and are located on the same lot or on an adjacent lot.
- (2) Home-based businesses which occupy less than thirty-five percent (35%) of the gross floor area on the lot and which have no exterior indication of nonresidential activity, except for parking or signage as allowed by Articles XI and XIII of this Chapter. The business owner or operator must reside and maintain primary residency within the principal single-family dwelling unit or on the lot.
- (3) Parking as specified at Section 16-263 of this Chapter.
- (4) Bed and breakfasts ~~and short-term rentals.~~

RESOLUTION 21-2024
A RESOLUTION APPROVING
A POLICY REGARDING
CITIZEN COMMENTS AT
CITY COUNCIL MEETINGS

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

Resolution No. 21-2024

**TITLE: A RESOLUTION APPROVING A POLICY REGARDING CITIZEN
 COMMENTS AT CITY COUNCIL MEETINGS**

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 Policy Regarding Citizen Comments
at City Council Meetings, attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 28th day of February, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



“EXHIBIT A”
CITY OF BLACK HAWK
POLICY REGARDING CITIZEN COMMENTS
AT CITY COUNCIL MEETINGS

1. PUBLIC COMMENTS REGARDING MATTERS NOT ON THE AGENDA

Citizen comments regarding any matter not on the agenda will be allowed during the designated time on the agenda and may be disallowed at other times during the meeting.

Those wishing to address the City Council must print their names on the sign-in sheet and will be allowed a five-minute presentation per speaker. Citizens who have signed in may delegate their time to another speaker to comment on their behalf.

The Mayor or presiding officer may limit the total time for citizen comments based on the length of an agenda. In such cases, comments will be received on a first-come, first-served basis during the available time.

Large posters or signs, sound effects, audio/visual presentation equipment, or other disruptive or distracting materials may be prohibited. Handouts are encouraged to be in 8.5 x 11 format.

If a topic you wish to address is scheduled as an agenda item for a formal City Council meeting, we ask that you reserve your remarks for that specific date and time.

2. PUBLIC COMMENTS GENERALLY, INCLUDING MATTERS ON THE AGENDA

Please state your name and address for the record.

Comments should be statements, not questions. The Council may or may not respond.

Comments should be directed to the City Council and not to individual members of the public.

Presenters are urged to (1) state their concern/issue, (2) list possible solutions, and (3), if you have a handout, provide all copies for all members of the Council, the City Manager, and the City Clerk.

Respect the need for civility for effective public discussion of issues.

Focus your comments on relevant facts and your point of view.

Defamatory or abusive remarks, shouting, threats of violence, or profanity are **OUT OF ORDER** and will not be tolerated.

Citizens wishing to address the Council should dress appropriately. No shirt, no shoes, no service.

The Mayor or presiding officer has the authority to apply the “five-minute” rule stated above at public hearings if a large number of speakers wish to present comments.

Persons violating these policies may be asked to terminate their comments. In the event of repeated violations or refusal to abide by these policies or directives, the Mayor or presiding officer has the authority to direct a peace officer to remove the individual from the Council Chambers.

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution Approving a Policy Regarding Citizen Comments at City Council Meetings

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

MOTION TO APPROVE Resolution 21-2024 A Resolution Approving a Policy Regarding Citizen Comments at City Council Meetings

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Providing a written policy governing the Public Comments at Black Hawk Council meetings.

AGENDA DATE: February 28, 2024

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner
City Clerk/Administrative Services Director

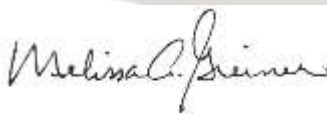
DOCUMENTS ATTACHED: Draft Public Comment Policy

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC
City Clerk

Stephen N. Cole, Acting City Manager

RESOLUTION 22-2024
A RESOLUTION
ACKNOWLEDGING THE
LEGAL NONCONFORMING
STRUCTURE LOCATED AT
187 CLEAR CREEK STREET

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

Resolution No. 22-2024

TITLE: A RESOLUTION ACKNOWLEDGING THE LEGAL NONCONFORMING STRUCTURE LOCATED AT 187 CLEAR CREEK STREET

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

Section 1. The City Council hereby determines to make the following findings regarding the structure located at 187 Clear Creek Street:

- A. The proposed partial demolition and rehabilitation of the residential structure located at 187 Clear Creek Street meets the intent of the criteria outlined in Section 16-367(c) of the City of Black Hawk Municipal Code related to Nonconforming Structures; and
- B. The placement of the existing residential structure in relation to the south, east and north property lines cannot be reasonably modified in a manner that resolves all necessary and required setbacks in the Historic Residential Zone District.

Section 2. Based on the findings set forth above in Section 1 of this Resolution, the City Council finds and determines that a 0.7 foot setback is allowed to remain on the west (side setback) property line; a 6.6 foot setback is allowed to remain on the east (side setback) property line, and a 0 foot setback is allowed to remain on the south (front setback) property line in accordance with Section 16-367(c) of the City of Black Hawk Municipal Code.

RESOLVED AND PASSED this 28th day of February, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

A Resolution acknowledging the Nonconforming Structure regarding setbacks at 187 Clear Creek Street.

RECOMMENDATION:

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

MOTION TO APPROVE Resolution 22-2024, a Resolution acknowledging the legal Nonconforming Structure located at 187 Clear Creek Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2023, the City Council approved a Certificate of Architectural Compatibility (COAC) and a license agreement for the rehabilitation of the single-family residence at 187 Clear Creek Street. This is a follow-up Resolution addressing and acknowledging the structure's nonconforming status regarding setbacks.

AGENDA DATE:

February 28, 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:

Resolution 22-2024
Staff Report
Improvement Survey Plat

RECORD:

Yes No

UPDATE GIS MAP:

Yes No

CoBH CERTIFICATE OF INSURANCE REQUIRED:

Yes

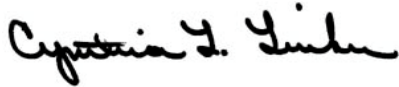
No

CITY ATTORNEY REVIEW:

Yes

N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

Staff Report

STAFF REPORT: Nonconforming Structure Related to Property Line Setbacks

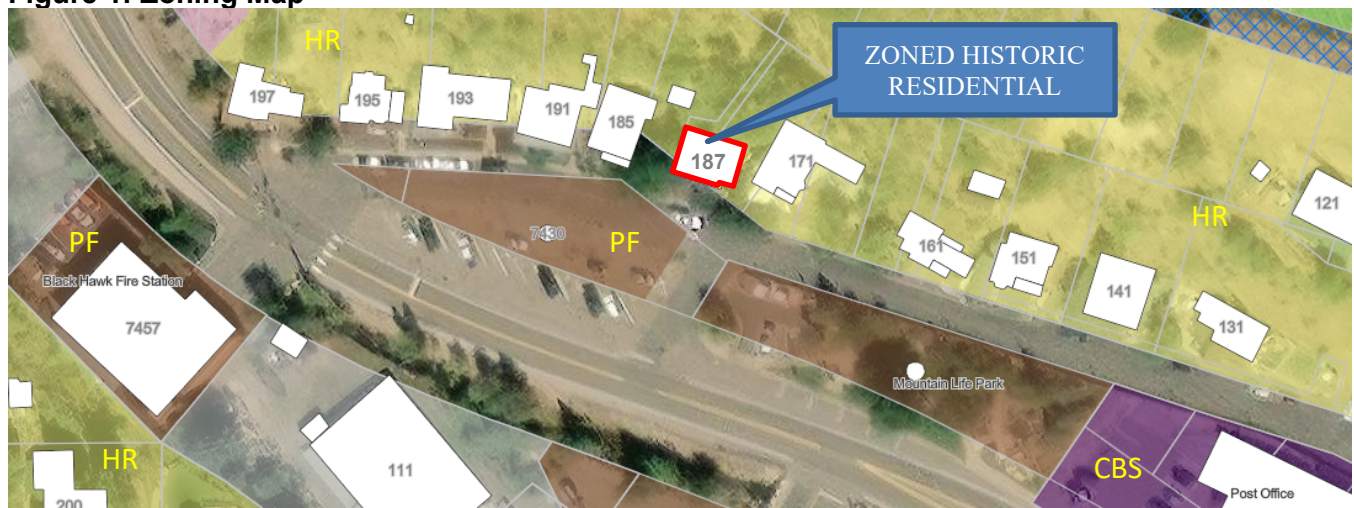
For: City Council
Project Number: P-22-04
Property Address: 187 Clear Creek Street, Black Hawk, CO 80422
Applicants: The City of Black Hawk o/b/o
Fellowship Benevolent Corporation
Zoning: Historic Residential (HR)
Prepared by: Vincent Harris, AICP - Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Director



INTRODUCTION:

On August 16, 2023 the City of Black Hawk hosted a kick-off meeting to visit the site of the Historic Restoration and Community Preservation Fund project located at 187 Clear Creek Street, Black Hawk. The property is owned by the Fellowship Benevolent Corporation and is zoned Historic Residential (HR). The proposed rehabilitation includes improvements to the interior and exterior of the structure. Per Section 16-368 of the Black Hawk Zoning Code, a Certificate of Architectural Compatibility (COAC) is required for any exterior modification, renovation, construction, or demolition to any structure in the City that is not a locally designated historic structure. The single-family residence located at 187 Clear Creek Street is not a locally designated historic structure and therefore requires an approved COAC prior to reconstruction. The COAC review was performed by Daniel Gilbert, Pinyon Environmental Inc., and was approved by the Black Hawk City Council on July 26, 2023 by Resolution No. 59-2023. In addition, a license agreement was reviewed and approved by City Council on August 9, 2023 by Resolution No. 64-2023. The license agreement acknowledges and allows certain improvements to be located in the public right-of way. During subsequent review of the site plan, it was noted that the residential structure was also located very close to the side property lines. Minimum building setbacks in the Historic Residential zoning district are 7 feet for rear and side and 12 feet for front property lines. Because the structure does not meet the side nor front setbacks, the building is 'nonconforming' as to location related to property line setbacks. This staff report addresses the nonconforming setback status.

Figure 1: Zoning Map



HISTORY AND BACKGROUND:

The existing residential structure, built in the late 1800s, was constructed across Lot 6 & Lot 7 of Block 7, City of Black Hawk subdivision. In 2012, the property line between the two lots was adjusted by a Boundary Line Agreement (BLA) recorded with the Gilpin County Clerk and Recorder at Reception No. 147563. In addition, a 2022 Boundary Line Agreement recorded at Reception No, 173778 adjusted the property line between Lot 7, Block 7 and Lot 1, Block 8. These two BLAs established the west and east property lines for 187 Clear Creek Street. The property owners and the City were involved with the BLAs, and knowledge of the setback locations on either side of the structure were understood to NOT meet the HR zone district setback regulations required for side setback standards. While the BLAs resolved property line issues, the residence continues to be located awkwardly in terms of setbacks. Specifically, the eastern-most wall of the house is located 6.6 feet from the east property line, and the western wall of the house is located 0.7 feet from the west property line. As noted, the minimum side setback in the Historic Residential zoning district is 7 feet. See Figures 2 and 3 below which show the building highlighted in red and corresponding existing and required setbacks. These Figures show the existing and historical property lines and the location of the residential structure on the site since the late 1800's when originally constructed.

Figure 2: Existing Property Boundary, Building Location and EXISTING Setbacks

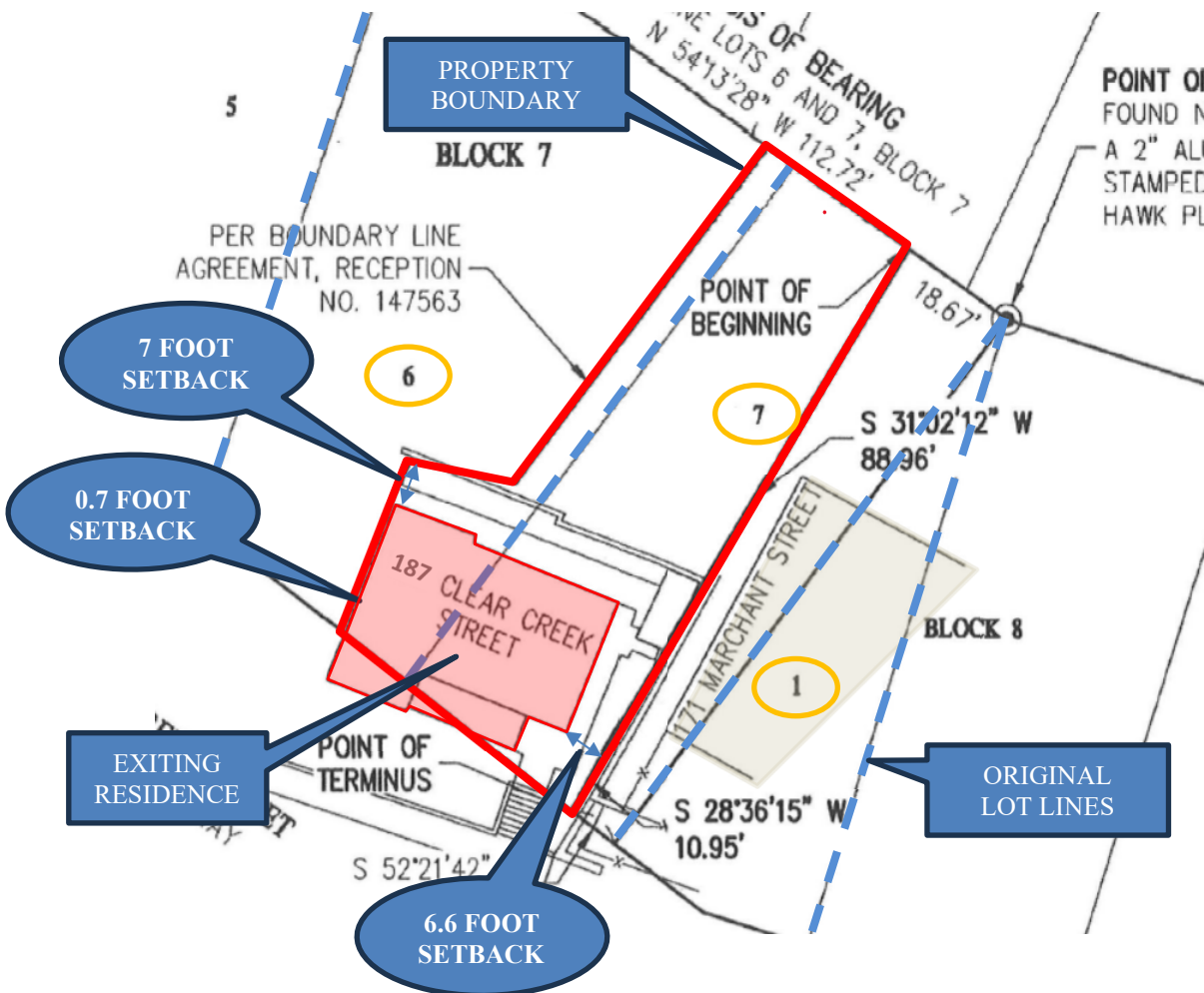
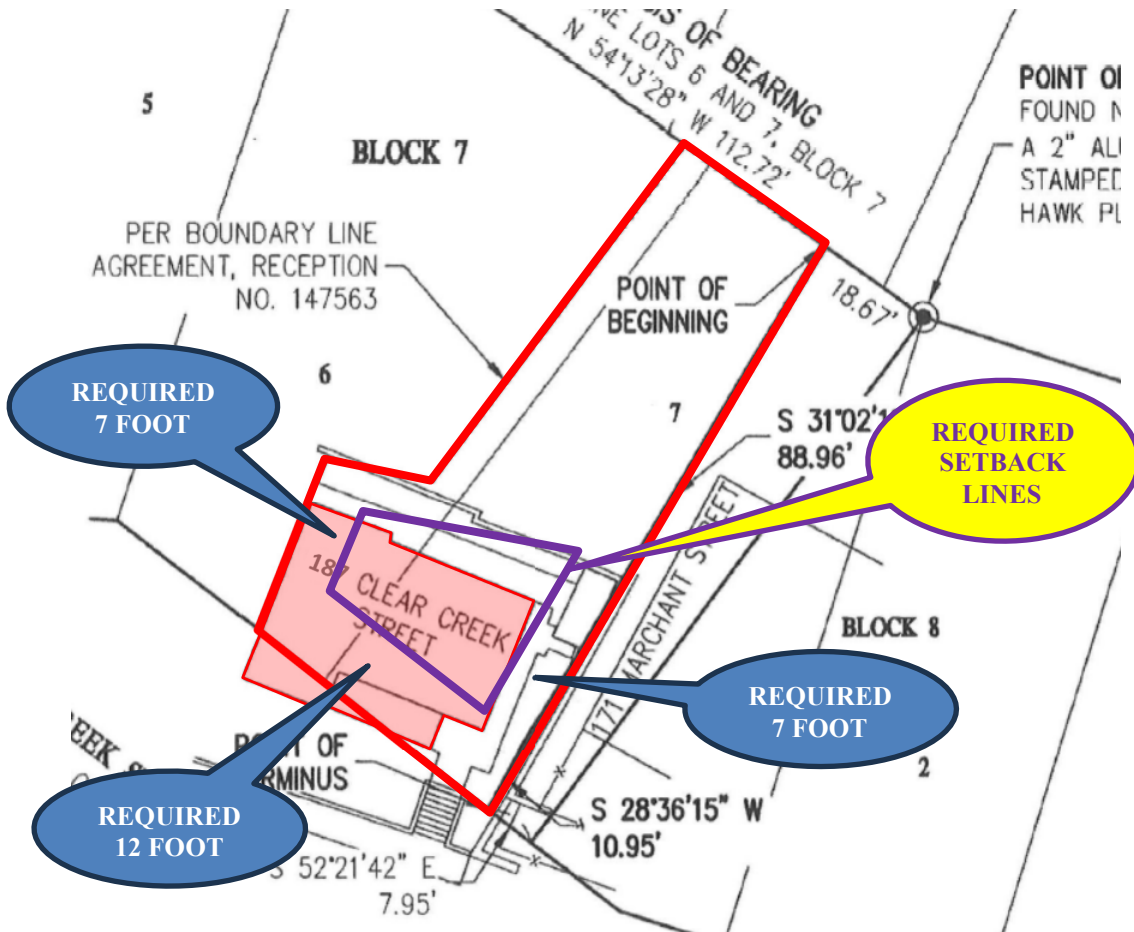


Figure 3: Existing Property Boundary, Building Location and REQUIRED Setbacks



ANALYSIS:

There is no possible way to actually ‘fix, or cure’ the setback situation in this case for this building. The residential structure to the east has also existed since the late 1800’s and has similar issues (not as non-compliant though) and it only has an approximate 5-foot side setback on its western lot line where seven (7) feet is also the requirement. In addition, the required front setback of 12 feet is also an issue with the house extending into the street right-of-way.

It is necessary to memorialize, authorize, and accommodate the lack of ‘compliance’ with the Black Hawk zoning setback regulations. As indicated, it is virtually



impossible to remediate the situation of the location of the exterior walls and already limited indoor space in the home on the property. If the setback standards were strictly 'enforced' to meet the 12-foot front setback and 7-foot side and rear setbacks – then the house would need to shrink in size dramatically to approximately 380 square feet. Due to the already small size of the existing structure, the option is simply not feasible based on all existing and historical conditions on the site for the last 100+ years.

Further research into the Black Hawk Municipal Code, and particularly Section 16-367(b) – Nonconforming Uses, describes ways in which nonconforming uses may continue, be modified, or expanded. However, in this case, since there is no nonconforming use (the house is an allowed use in the HR Zone District), these 'use' regulations do not really apply to this situation related to regulating 'use.' Section 16-367(c) of the Municipal Code addresses nonconforming structures (a building), and that language is as follows, and includes a staff analysis on each provision:

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpts from:

***City of Black Hawk
Zoning Code
Chapter 16 - Zoning***

Sec 16-367(c) Nonconforming structures

- (1) *All nonconforming structures shall comply with the provisions of the International Building Code and with all other provisions of this Code not inconsistent herewith.*
Staff comment: The building plans for the rehabilitation project with this structure will need to comply with the requirements of the building code and the building official decisions.
- (2) *The continued use of any structure shall be subject to the following conditions:*
 - a. *Continued use of a nonconforming structure is allowed if the structure is nonconforming as of the effective date of this Code.*
Staff comment: The Zoning Code was adopted in its current form in 1994 with all existing conditions on this property including the location of the building relative to property lines and both the adjacent buildings to the west and the east since the late 1800's. No further encroachments have occurred since 1994.
 - b. *If use of a nonconforming structure is ancillary to the primary use on the site, changing the use in the nonconforming structure to any primary use allowed in the zoning district would be considered an increase in intensity of the nonconformance and would not be permitted unless a variance was granted for the nonconforming structure.*
Staff comment: The use of the building is and always has been as a single-family home – no change is proposed.
- (3) *Expansion by increasing the size of the exterior of a nonconforming structure is allowed if the expansion does not increase the extent nor the intensity of nonconformance, and does not expand or create a nonconforming use. Without limiting the foregoing:*
 - a. *If the structure exceeds applicable lot coverage requirements, expansion shall not be allowed.*
 - b. *If the structure is located on a lot which does not meet the minimum lot area required in the applicable zoning district, expansion may be allowed if it can be accomplished in compliance with all other regulations of this Chapter applicable to the use including but not limited to: setback, lot coverage and site development standards.*
 - c. *If the structure is located on a lot and encroaches in a required setback area, expansion of the structure may be allowed only to the extent that the expansion does not encroach into required setback or yard areas.*

- d. *If the structure's height is nonconforming, expansion is allowed if the expansion does not create any other nonconforming condition and if the newly constructed portion does not exceed applicable height limitations.*
- e. *If the required number of off-street parking spaces is provided for the proposed expansion in accordance with this Chapter and Section 16-263.*

Staff comment: Expansion of the house is not proposed. Setbacks of the front (south) and side (east and west) walls will remain 'as-is' with no further encroachment will occur. The height of the building will not change and the parking allowance for the property will remain the same with on-street parking on Clear Creek and Marchant Street in the immediate area.

Sec. 16-341. - Enforcement generally.

The enforcement of the provisions of this Chapter in the first instance shall be the duty of the Planning Director. The Chief Building Official may also directly enforce this Chapter under the direction of the Planning Director. It shall be the duty of other City officials to notify the Planning Director of any violations of this Chapter.

Staff comment: Section 16-367 of the Code has no specific process for 'memorializing' or acknowledging that an existing building is designated and 'approved' as a nonconforming building. Standard practice as noted in Section 16-341 provides that enforcement and decision-making on provisions in the Code is vested with the Planning Director in the City of Black Hawk. Other towns and cities in the State sometimes administratively issue a 'Nonconforming Building/Use Certificate' memorializing the nonconforming status so the jurisdiction and the owner have a 'record' of the decision/accommodation. Black Hawk has seemed to not ever have done this previously and staff is defaulting to this process herein and moving the decision to the City Council.

Since the strict enforcement of setbacks on this property has extreme implications of potential reduction in size of an 'allowed use and building,' staff has determined that it is acceptable to determine that the structure is nonconforming as to setbacks and is allowed to remain and be rehabilitated with the acknowledgement that the nonconformity will not be increased. Staff recommends approval of the attached resolution with a formal decision by the City Council 'acknowledging' that the structure located at 187 Clear Creek Street is a nonconforming structure in its placement and setbacks in accordance with Section 16-367(c) of the Black Hawk Zoning Code.

STAFF SUMMARY:

Staff has determined that per Section 16-367 of the Zoning Code there is no existing nonconforming use on the property located at 187 Clear Creek Street. The residential use does not conflict with uses allowed in the Historic Residential zoning district. Regarding setbacks, since the structure was established prior to the adoption of the existing Zoning Code, the nonconformity for the historic placement of the building as to setbacks should be allowed to remain. In addition, the proposed rehabilitation does not propose to increase the nonconformity as to setbacks.

Maintaining the current residential use of the building through the rehabilitation of the structure on the property is reasonable and desirable. The house is currently vacant, design plans are prepared, and rehabilitation began after the COAC was approved in 2023.

FINDINGS:

City Council may approve, conditionally approve, or deny a Nonconforming Structure based on facts related to the regulations for Nonconforming Structures Section 16-367(c) in the Black Hawk Zoning Code. To support this proposal, the following findings can be used:

1. The proposed partial demolition and rehabilitation of the residential structure at 187 Clear Creek Street meets the intent of the criteria outlined in Section 16-367 related to Nonconforming Structures; and
2. The placement of the existing residential structure in relation to the south, east and west property lines cannot be reasonably modified in a manner that resolves all necessary and required setbacks in the Historic Residential Zone District.

RECOMMENDATION:

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

MOTION TO APPROVE Resolution No. 22-2024, a Resolution acknowledging a Nonconforming Structure located at 187 Clear Creek Street which allows the continued location of the existing structure for use as a single-family residence with the following accommodations:

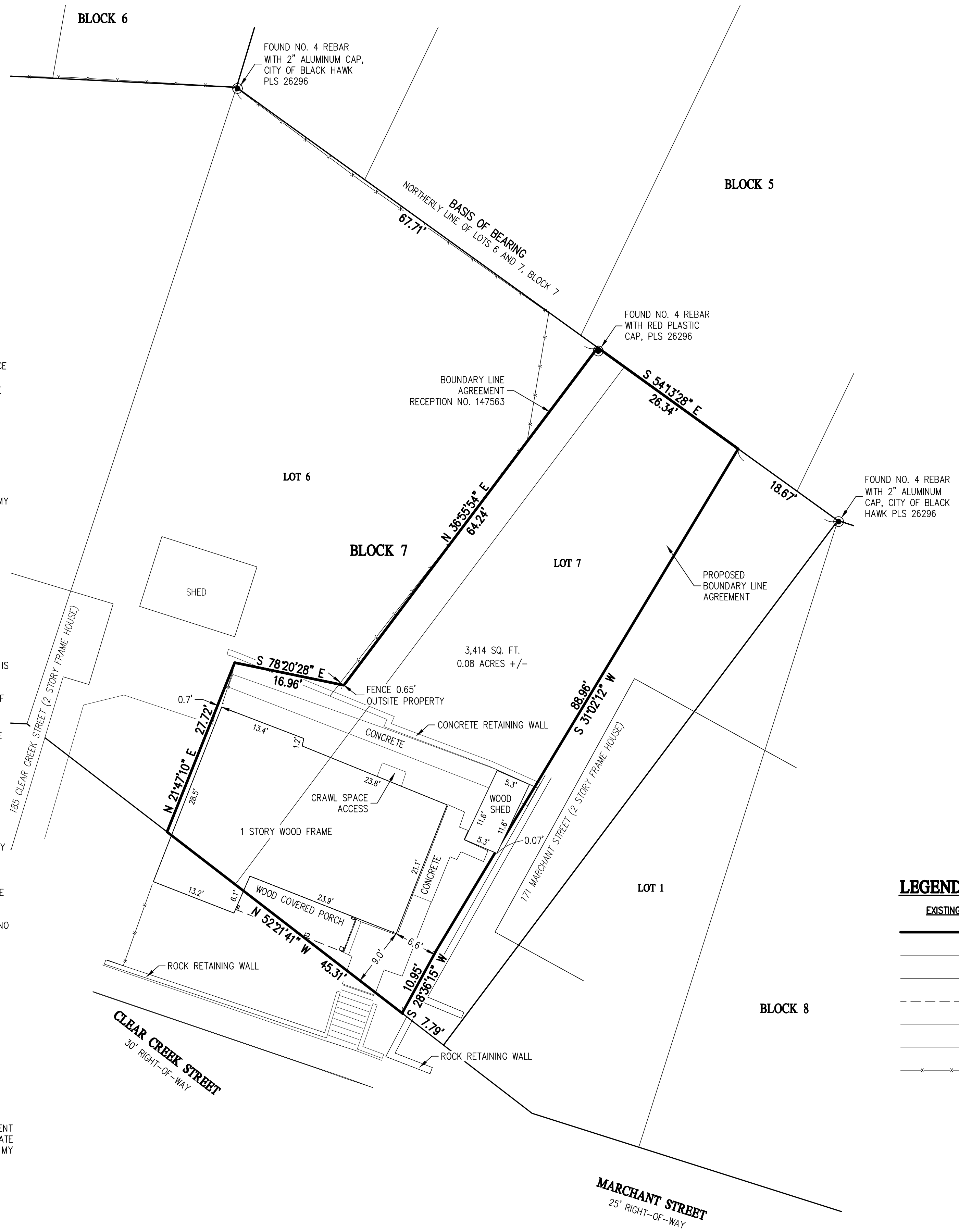
- A. The proposed partial demolition and rehabilitation of the residential structure located at 187 Clear Creek Street meets the intent of the criteria outlined in Section 16-367(c) of the City of Black Hawk Municipal Code related to Nonconforming Structures; and
- B. The placement of the existing residential structure in relation to the south, east and north property lines cannot be reasonably modified in a manner that resolves all necessary and required setbacks in the Historic Residential Zone District.

ATTACHMENT:

1. Improvement Survey Plat for 187 Clear Creek Street

IMPROVEMENT SURVEY PLAT

A PORTION OF LOTS 6 AND 7, BLOCK 7, LOCATED IN
SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF
THE SIXTH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



PROPERTY DESCRIPTION:

COMMENCING AT THE NORTHWESTERLY CORNER OF BLOCK 7 THENCE SOUTH 54°13'28" EAST A DISTANCE OF 112.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54°13'28" EAST A DISTANCE OF 26.34 FEET; THENCE SOUTH 31°02'12" WEST A DISTANCE OF 88.96 FEET; THENCE SOUTH 28°36'15" WEST A DISTANCE OF 10.95 FEET; THENCE NORTH 52°21'41" WEST A DISTANCE OF 45.31 FEET; THENCE NORTH 21°47'10" EAST A DISTANCE OF 27.72 FEET; THENCE SOUTH 78°20'28" EAST A DISTANCE OF 16.96 FEET; THENCE NORTH 36°55'54" EAST A DISTANCE OF 64.24 FEET TO THE POINT OF BEGINNING. CONTAINING 0.081 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT:

I, AARON A. DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS IMPROVEMENT SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, THAT THE MONUMENTATION AS INDICATED HEREON WAS FOUND OR SET AS SHOWN, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

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

NOTES:

- THIS IMPROVEMENT SURVEY PLAT IS BASED UPON THE APPROVED CITY OF BLACK HAWK SURVEY MAP OF BLOCK 7. THIS SURVEY MAP IS RECOGNIZED BY THE CITY OF BLACK HAWK AS THE CONTROLLING BOUNDARY INFORMATION.
- BASIS OF BEARINGS: ASSUMING THE NORTH LINE OF LOTS 6 AND 7 OF BLOCK 7, SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A NO. 4 REBAR WITH A 2" ALUMINUM CAP STAMPED PLS 26296 AT THE NORTHWESTERLY CORNER OF SAID BLOCK 7 AND A NO. 4 REBAR WITH A 2" ALUMINUM CAP STAMPED PLS 26296 AT THE NORTHEASTERLY CORNER OF SAID BLOCK 7 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.
- THE SURVEY REPRESENTED BY THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE ENGINEERING CORPORATION TO DETERMINE EASEMENTS OR RIGHT OF WAY OF RECORD.
- THIS LAND SURVEY PLAT WAS PREPARED BY AARON A. DEMO, PLS 38285, FOR AND ON BEHALF OF BASELINE CORPORATION, 4007 S. LINCOLN AVENUE, SUITE 405, LOVELAND, CO 80537.
- DISTANCES ON THIS PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- UTILITIES AS SHOWN HEREON ARE BASED ON VISIBLE SURFACE EVIDENCE ONLY AND AS SUCH MAY NOT BE ACCURATE OR COMPLETE. NO LOCATE SERVICE WAS CONTRACTED BY BASELINE ENGINEERING CORP. OR THE CLIENT TO PHYSICALLY MARK SUBSURFACE UTILITY LOCATIONS EXISTING WITHIN THE SUBJECT PROPERTY FOR THIS IMPROVEMENT SURVEY PLAT.

SURVEYOR'S STATEMENT:

I, AARON A. DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS IMPROVEMENT SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, THAT THE MONUMENTATION AS INDICATED HEREON WAS FOUND OR SET AS SHOWN, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

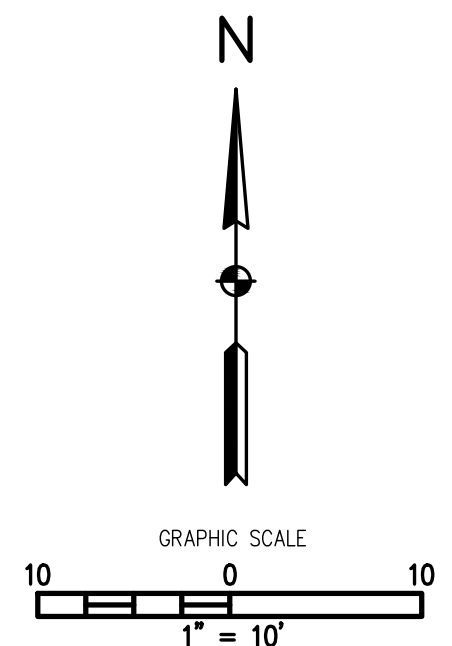
AARON A. DEMO, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE CORPORATION

LEGEND

- EXISTING LINETYPES**
- PROPERTY BOUNDARY
 - LOT LINE
 - BUILDING
 - - - PORCH
 - CONCRETE
 - - - EDGE OF ASPHALT
 - x x x x WIRE FENCE

EXISTING SYMBOLS

- FOUND PROPERTY PIN AS DESCRIBED



BASELINE
Engineering · Planning · Surveying
4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537
P. 970.333.7800 • F. 866.679.4864 • www.baselinecorp.com

DESIGNED BY	DATE
DRAWN BY	DATE
JMH	
CHECKED BY	DATE
DKL	
REVISION DESCRIPTION	DATE

BLACK HAWK
COUNTY OF GILPIN
IMPROVEMENT SURVEY PLAT
187 CLEAR CREEK STREET
CITY OF BLACK HAWK

FOR AND ON BEHALF OF
BASELINE CORPORATION

INITIAL SUBMITTAL
DRAWING SIZE 24" X 36"
SURVEY FIRM SURVEY DATE BASELINE 7/25/22
JOB NO. 15391
DRAWING NAME 15391 S-22-09 ISP
SHEET 1 OF 1

M:\co-BLACK HAWK ON CALL PROJECTS\co-S-22-09-187 Clear Creek Street\Drawings\15391 S-22-09 TOPO AND ISP.dwg, 11/29/2022 11:11:17 AM, Jojyme Hobin

RESOLUTION 23-2024
A RESOLUTION APPROVING
THE ACQUISITION OF
CERTAIN REAL ESTATE
KNOWN AS THE LADY B
MINING CLAIM

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

Resolution No. 23-2024

**TITLE: A RESOLUTION APPROVING THE ACQUISITION OF CERTAIN REAL
ESTATE KNOWN AS THE LADY B MINING CLAIM**

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 acquisition of the Lady B Mining Claim (the “Property”) from Patrick Charles Workman for the purchase price of Sixty Nine Thousand One Hundred Twenty Dollars (\$69,120.00) plus closing costs, and authorizes the Mayor and/or the City Manager to execute all necessary documents to accomplish the closing of the Property.

RESOLVED AND PASSED this 28th day of February, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Authorization for the City Manager to purchase the Lady B Mining Claim for \$69,120.00 from Patrick Workman.

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

MOTION TO APPROVE Resolution 23-2024, A Resolution Approving the Acquisition of Certain Real Estate Known as the Lady B Mining Claim

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City desires to acquire the Lady B Mining Claim, located on Gregory Hill, consisting of 3.84 acres for \$69,120.00. The property is being acquired for the future development of a city park/open space on Gregory Hill.

AGENDA DATE: February 28, 2024

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

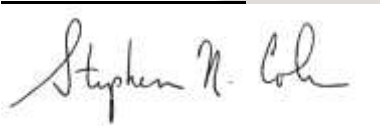
DOCUMENTS ATTACHED: Contract to buy Real Estate

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

February 15, 2024

1. PARTIES AND PROPERTY. The City of Black Hawk, Colorado (Buyer), agrees to buy, and Patrick Charles Workman ("Seller"), agrees to sell, on the terms and conditions set forth in this contract, the following described real estate to wit:

Lady B Mining Claim – 100% of 3.84 acres, Gilpin County Assessor Account N004198

Gilpin County, State of Colorado

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").

2. INCLUSIONS/EXCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this contract: N/A

3. PURCHASE PRICE AND TERMS. The purchase price shall be Sixty-Nine Thousand One Hundred Twenty Dollars (\$69,120.00) (the "Purchase Price"), minus applicable closing costs. Payment by Buyer shall be 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. Seller shall furnish to Buyer, at Buyer's expense a current commitment for owner's title insurance policy in an amount equal to the Purchase Price, on or before March 14, 2024 (Title Deadline).

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 5 constitute the title documents (Title Documents). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline. If Seller furnishes a title insurance commitment, Buyer and seller will split the premium at closing and seller will have the title insurance policy delivered to Buyer as soon as practicable after closing.

2/15/2024
Q:\Lady B

6. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents 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 March 21, 2024. 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. N/A

8. DATE OF CLOSING. The date of closing shall be April 1, 2024 or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by mutual agreement of the parties. [CH1]

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 general 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 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, all 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, rents, water and sewer charges, homeowner's association dues, and interest on continuing loan(s), if any, shall be prorated to the date of closing.

13. 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 court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

14. ADDITIONAL PROVISIONS. Additional Provisions are attached as Exhibit B and incorporated by this reference. (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

15. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge 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.

16. 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.

BUYER CITY OF BLACK HAWK

By: _____
Stephen N. Cole, City Manager

Date: _____

Attest: _____
Melissa A. Greiner, CMC, City Clerk

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

SELLER

By: Patrick Charles Workman Patrick Charles Workman Date 2/14/2024

Seller's Address: 5747 E. Flowing Spring
Florence, AZ
85132

Exhibit B

To that certain Residential Contract to Buy and Sell Real Estate dated February 15, 2024 the City of Black Hawk, Colorado as Buyer and Patrick Charles Workman as Seller, regarding the acquisition of any and all interest in the land described herein. To the extent these Additional Provisions conflict with, modify, or supplement other portions of the Contract, the provisions contained in these Additional Provisions shall govern and control the rights and obligations of the parties.

ADDITIONAL PROVISIONS (continued):

- 16.A. Broker Commission: N/A
- 16.B. Closing Costs: N/A
- 16.C. Facsimile Signatures: Facsimile signatures are acceptable.
- 16.D. Counterparts: This Contract 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 Contract.
- 16.E. Notices: Any notice which a party desires or is required to give hereunder shall be in writing and shall be deemed given when delivered personally to each party, delivered by facsimile, or deposited in the United States mail, postage prepaid, either registered or certified, return receipt requested, to the parties at the following addresses:
- | | |
|---------|---|
| Seller: | Patrick Charles Workman
5747 E. Flowing Spring
Florence, AZ
85132 |
| Buyer: | The City of Black Hawk
Attn: Stephen N. Cole, City Manager
P.O. Box 68
201 Selak
Black Hawk, Colorado 80422 |
- 16.F. Next Business Day: In the event any date described herein for payment or performance of the provisions hereof falls on a Saturday, Sunday or legal holiday, the time for such payment or performance shall be extended to the next business day.
- 16.G. Entire Document: Seller and Buyer acknowledge that there are no statements, warranties, or representations between them that are not included in this agreement, and this agreement shall not be modified or changed in any manner, unless in writing, and executed by all the parties hereto.

2/15/2024
Q:\Lady B

16.H. Survival of Contract Provisions: To the extent that the provisions herein set forth require performance to be completed subsequent to the closing, such provisions shall survive the closing and be binding upon the parties hereto and shall not merge into the deed or deeds to be delivered in accordance with this Contract.

16.I. Hazardous Materials: Seller has not, to the best of Seller's knowledge, used hazardous materials (as defined hereinafter) on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and that, to the best of Seller's knowledge, no person or entity has used hazardous materials on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials. Seller has never received any notice of any violations of federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and, to the best of Seller's knowledge, there have been no actions commenced or threatened by any person or entity for noncompliance therewith.

For purposes of this Contract, "hazardous materials" shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, asbestos, formaldehyde compounds, PCBs, radon, and any other substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal or applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials.

16.J. Inspection: Seller shall allow Buyer and all authorized representatives of Buyer to enter upon the property during normal business hours from time to time prior to closing in order to inspect the property, to conduct soil tests, well drilling, and other developmental drilling, studies or tests. If any mechanic's lien is indirectly claimed under, by or through Buyer, Buyer shall cause same to be discharged of record (whether by payment and release or by bonding over it pursuant to statute) within twenty (20) days after it was recorded.

SELLER:

Patrick Charles Workman

By: Patrick Charles Workman

BUYER:

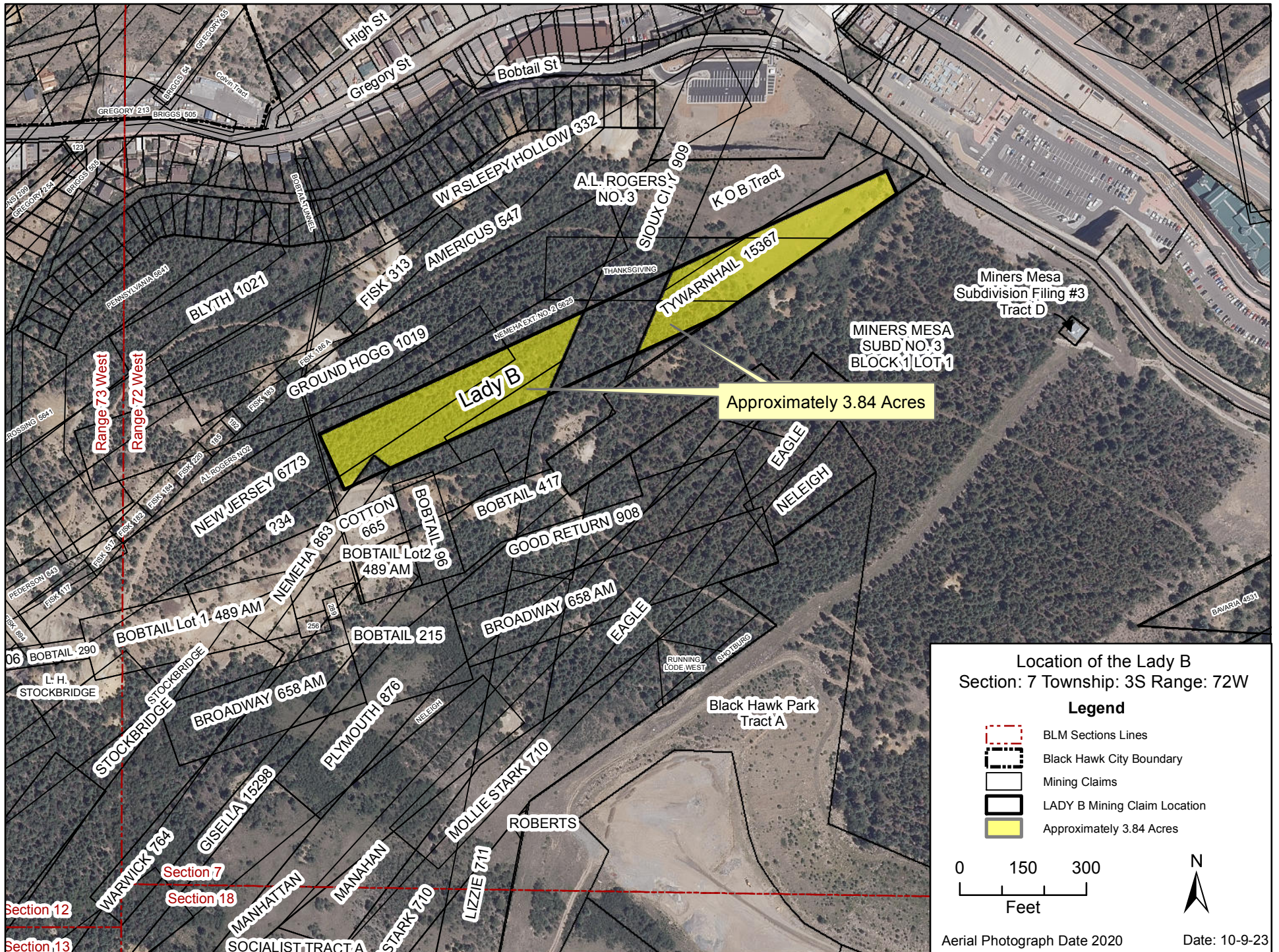
The City of Black Hawk, Colorado

By: Stephen N. Cole, City Manager

Attest:

Melissa A. Greiner, CMC, City Clerk

2/15/2024
Q: Lady B



Location of the Lady B
Section: 7 Township: 3S Range: 72W

Legend

- BLM Sections Lines
- Black Hawk City Boundary
- Mining Claims
- LADY B Mining Claim Location
- Approximately 3.84 Acres

0 150 300

Feet

N

Aerial Photograph Date 2020 Date: 10-9-23

RESOLUTION 24-2024
A RESOLUTION APPROVING
THE ACQUISITION OF
CERTAIN REAL ESTATE
KNOW AS LOTS 1-3, BLOCK
43 WITHIN THE CITY OF
BLACK HAWK

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

Resolution No. 24-2024

TITLE: A RESOLUTION APPROVING THE ACQUISITION OF CERTAIN REAL ESTATE KNOWN AS LOTS 1-3, BLOCK 43 WITHIN THE CITY OF BLACK HAWK

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 acquisition of Lots 1-3, Block 43 within the City of Black Hawk (the “Property”) from the Cindy L. Corbett Trust for the purchase price of Ten Thousand Dollars (\$10,000.00) plus closing costs, and authorizes the Mayor and/or the City Manager to execute all necessary documents to accomplish the closing of the Property.

RESOLVED AND PASSED this 28th day of February, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Authorization for the City Manager to purchase three residential lots for \$10,000.00 from the Cindy L. Corbett Trust.

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

MOTION TO APPROVE Resolution 24-2024, A Resolution Approving the Acquisition of Certain Real Estate Known as Lots 1-3, Block 43 Within the City of Black Hawk

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City desires to acquire three (3) residential lots above Gregory Point (Mountain City) for \$10,000.00. The property is being acquired to develop a future city park/open space on Gregory Hill.

AGENDA DATE: February 28, 2024

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

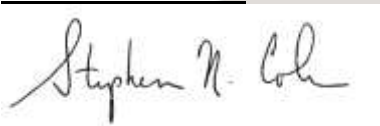
DOCUMENTS ATTACHED: Contract to buy Real Estate

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

February 15, 2024

1. **PARTIES AND PROPERTY.** The City of Black Hawk, Colorado (Buyer), agrees to buy, and Cindy L Corbett Trust ("Seller"), agrees to sell, on the terms and conditions set forth in this contract, the following described real estate to wit:

Black Hawk Block 43 Lot 1 through 3 approximately .25 acres, Gilpin County Assessor Account R003968

Gilpin County, State of Colorado

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").

2. **INCLUSIONS/EXCLUSIONS.** The purchase price includes the following items (a) if attached to the Property on the date of this contract: N/A

3. **PURCHASE PRICE AND TERMS.** The purchase price shall be Ten thousand Dollars (\$10,000.00) (the "Purchase Price"), minus applicable closing costs. Payment by Buyer shall be 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.** Seller shall furnish to Buyer, at Buyer's expense a current commitment for owner's title insurance policy in an amount equal to the Purchase Price, on or before March 14, 2024 (Title Deadline).

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 5 constitute the title documents (Title Documents). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline. If Seller furnishes a title insurance commitment, Buyer will pay the premium at closing and seller will have the title insurance policy delivered to Buyer as soon as practicable after closing.

2/15/2024
Q:\Block 43 Lot 1 thru 3

6. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents 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 March 21, 2024. 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. N/A

8. DATE OF CLOSING. The date of closing shall be April 1, 2024 or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by mutual agreement of the parties.

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 general 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 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, all 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, rents, water and sewer charges, homeowner's association dues, and interest on continuing loan(s), if any, shall be prorated to the date of closing.

13. **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 court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

14. **ADDITIONAL PROVISIONS.** Additional Provisions are attached as Exhibit B and incorporated by this reference. (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

15. **RECOMMENDATION OF LEGAL COUNSEL.** By signing this document, Buyer and Seller acknowledge 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.

16. **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.

BUYER CITY OF BLACK HAWK

By: _____
Stephen N. Cole, City Manager

Date: _____

Attest: _____
Melissa A. Greiner, CMC, City Clerk

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

SELLER

By: Cindy L Corbett Trust Cindy L Corbett Trust Date 2-20-24

Seller's Address: Scott Denton POA
2066 Seven Lakes Drive
Loveland, CO
80538

Exhibit B

To that certain Residential Contract to Buy and Sell Real Estate dated February 15, 2024 the City of Black Hawk, Colorado as Buyer and Patrick Charles Workman as Seller, regarding the acquisition of any and all interest in the land described herein. To the extent these Additional Provisions conflict with, modify, or supplement other portions of the Contract, the provisions contained in these Additional Provisions shall govern and control the rights and obligations of the parties.

ADDITIONAL PROVISIONS (continued):

- 16.A. Broker Commission: N/A
- 16.B. Closing Costs: N/A
- 16.C. Facsimile Signatures: Facsimile signatures are acceptable.
- 16.D. Counterparts: This Contract 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 Contract.
- 16.E. Notices: Any notice which a party desires or is required to give hereunder shall be in writing and shall be deemed given when delivered personally to each party, delivered by facsimile, or deposited in the United States mail, postage prepaid, either registered or certified, return receipt requested, to the parties at the following addresses:
- | | |
|---------|---|
| Seller: | Cindy L Corbett Trust
2066 Seven Lakes Drive
Loveland, CO
80538 |
| Buyer: | The City of Black Hawk
Attn: Stephen N. Cole, City Manager
P.O. Box 68
201 Selak
Black Hawk, Colorado 80422 |
- 16.F. Next Business Day: In the event any date described herein for payment or performance of the provisions hereof falls on a Saturday, Sunday or legal holiday, the time for such payment or performance shall be extended to the next business day.
- 16.G. Entire Document: Seller and Buyer acknowledge that there are no statements, warranties, or representations between them that are not included in this agreement, and this agreement shall not be modified or changed in any manner, unless in writing, and executed by all the parties hereto.

16.H. Survival of Contract Provisions: To the extent that the provisions herein set forth require performance to be completed subsequent to the closing, such provisions shall survive the closing and be binding upon the parties hereto and shall not merge into the deed or deeds to be delivered in accordance with this Contract.

16.I. Hazardous Materials: Seller has not, to the best of Seller's knowledge, used hazardous materials (as defined hereinafter) on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and that, to the best of Seller's knowledge, no person or entity has used hazardous materials on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials. Seller has never received any notice of any violations of federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and, to the best of Seller's knowledge, there have been no actions commenced or threatened by any person or entity for noncompliance therewith.

For purposes of this Contract, "hazardous materials" shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, asbestos, formaldehyde compounds, PCBs, radon, and any other substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal or applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials.

16.J. Inspection: Seller shall allow Buyer and all authorized representatives of Buyer to enter upon the property during normal business hours from time to time prior to closing in order to inspect the property, to conduct soil tests, well drilling, and other developmental drilling, studies or tests. If any mechanic's lien is indirectly claimed under, by or through Buyer, Buyer shall cause same to be discharged of record (whether by payment and release or by bonding over it pursuant to statute) within twenty (20) days after it was recorded.

SELLER:
Cindy Corbett Trust by Sweet Autumn POA
By: Cindy L Corbett Trust

BUYER:
The City of Black Hawk, Colorado

By; Stephen N. Cole, City Manager

Attest: _____
Melissa A. Greiner, CMC, City Clerk

2/15/2024
Q: Block 43 Lot 1 thru 3

DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS
(Currently Effective)
CINDY L. CORBETT

1. Notice to Agent. The Agent, by serving under this Durable Power of Attorney (“Power”), is subject to and limited by the duties and obligations imposed by Colorado law, including the Uniform Power of Attorney Act, §§ 15-14-701 to 15-14-740, C.R.S. The Agent should seek legal advice regarding any questions about this document or the Agent’s duties and obligations.

2. Designation of Agent. I, CINDY L. CORBETT, the Principal, appoint my son, Michael Scott Denton (“Scott”) as my Agent (the “Agent”) under this Durable Power of Attorney for Financial Matters. If my Agent is unable or unwilling to serve in that capacity at any time, then I appoint my son, Cameron Philip Wesley (“Cameron”) Denton, to serve as my Successor Agent. For purposes of this document, my “Agent” shall include any co-Agent or co-Agents and any Successor Agent. I hereby revoke any previously-executed Durable Power of Attorney for Financial Matters.

3. Current Effect and Revocation. This Power of Attorney is effective when I sign it and it will remain effective even if I am or become incapacitated in the future. I reserve the right to revoke this Power at any time, orally or in writing.

4. Appointment of Conservator. I have signed this Power to avoid the need for a court-appointed conservator. If any proceeding is commenced to appoint a conservator for me, then I nominate the Agents named above, in the order stated, to serve as conservator without bond.

5. Duration and Revocation of Power. This is a durable Power that will remain effective even if I am or become legally incapacitated. I reserve the right to revoke this Power at any time, orally or in writing.

6. Funding Revocable Trust. My Agent may transfer any and all assets I may own, of whatever nature and wherever situated, to the Trustee for the Cindy L. Corbett Trust under agreement dated June 7, 2022, as it may be amended or restated from time to time, to be held, administered and distributed in accordance with the terms and conditions of such agreement.

7. Exercise of Powers Granted in Revocable Trust. My Agent may exercise any powers granted to an agent under durable power of attorney in the revocable trust referenced in paragraph 6 of this Power.

8. Limits on Agent’s Authority. In addition to the other limitations contained in this Power and in Colorado law, the Agent’s authority is limited as follows:

(A) This Power does not authorize the Agent to make health care decisions for me.



(B) An Agent shall not use my money or property to benefit the Agent, the Agent's creditors, creditors of the Agent's estate, or any person to whom the Agent owes an obligation of support. The Agent shall not give my money or property to such a person or create an interest in my money or property in favor of such a person by right of survivorship, beneficiary designation, disclaimer, or otherwise, unless this use is for the benefit of persons whom I am legally obligated to support or as otherwise allowed in this Power.

(C) The Agent shall not create or change any rights of survivorship, create or change my beneficiary designations, or change ownership on any banking or investment accounts, *except* to comply with a contract or a Court order, or *except* as necessary to achieve the same disposition as set forth in my revocable living trust identified in Paragraph 6.

(D) The Agent shall not create, amend, revoke, or terminate any trust on my behalf unless the Agent is authorized to do so under another instrument.

(E) The Agent shall not transfer or withdraw any assets of a trust of which I am a trustee or co-trustee, unless the Agent is authorized to do so under another instrument.

9. Grant of Authority. Except for the specific limitations contained in this Power and in the Uniform Power of Attorney Act as enacted in Colorado, I grant to my Agent the authority to exercise any power, duty, right, or obligation, make any decision, and take any action on my behalf and for my benefit that I could perform or exercise if I were personally present and able with respect to my property and my money, on any terms and conditions my Agent considers proper, with respect to the matters described below:

(A) My Agent may have access to any in-home safe and/or any safe deposit box rented by me, remove any or all of its contents, and continue or terminate the use and rental of the safe deposit box. The institution in which the safe deposit box is located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this Power.

(B) My Agent may engage, compensate, and discharge attorneys, accountants, investment managers, experts, and other advisors.

(C) My Agent may pay persons and organizations for goods and services provided to me or for my benefit, including reasonable compensation to my Agent, without having to obtain approval by any individual or court.

(D) My Agent may deal in any manner with any of my interests in real or personal property and any of my tangible, intangible, creative, and intellectual property and data, including any property listed by me or my Agent on the attached Schedule A. The general powers granted to my Agent are listed in C.R.S. §§ 15-14-727 through -739, and include the authority to act with respect to real property, tangible personal property, stocks and bonds, commodities and options, banks and other financial institutions, operation of entity or business, insurance and annuities, estates, trusts and other beneficial interests, claims and litigation, personal and family maintenance, benefits from governmental programs or civil or military service, retirement plans, and taxes.



(E) My Agent may deal in any manner with any money, rights, titles, benefits, and other things of value that are owned or claimed by me or to which I have or may in the future acquire an interest or claim.

(F) My Agent may contract in any manner with any person and may perform, rescind, cancel, terminate, reform, restate, release, and modify any contract.

(G) With respect to any of my bank, stock, bond, mutual fund, and other financial accounts, my Agent may make, receive, and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit as necessary to exercise any of the other rights and powers granted in this instrument.

(H) My Agent may arrange or contract to pay for or receive payments from the assignment, license, sale, transfer, use, or other exploitation of any of my tangible, intangible, creative, or intellectual property or data.

(I) My Agent may deal in any manner with any invention, process, copyright, trademark, business data, business or trade secret, business method, client or customer list, dealership, franchise, license, manufacturing process, or other tangible, intangible, creative, and intellectual property or data.

(J) My Agent may seek on my behalf the assistance of a court or other governmental agency to carry out any act authorized in this Power.

(K) My Agent may initiate, participate in, intervene in, oppose, compromise, or submit to alternative dispute resolution any claim in which I have an interest as proponent, adversary, or otherwise.

(L) My Agent may communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality and may take any action to safeguard my interests or otherwise act on my behalf.

(M) My Agent may prepare, execute, and file records, reports, and other documents to safeguard or promote my interests under any statute or regulation.

(N) My Agent may prepare, sign, and file income and gift tax returns, declarations of estimated tax, tax elections, and claims for refund of any tax. My Agent may sign on my behalf any Form 2848 or other power of attorney required by federal, state, or local tax authorities.

(O) My Agent may execute, acknowledge, deliver, file, and record any title, deed, deed of trust, security agreement, instrument, or communication the Agent considers desirable to accomplish a purpose of a transaction.

(P) My Agent may access written, electronic, and voice communications intended for me and communicate on my behalf by postal mail, telephone, electronic transmission, or other means.



(Q) My Agent may acquire all rights that I may have in digital media file accounts and the contents of those accounts, to the extent allowed by law and any separate agreements, for any purpose, including to access, view, transfer, download, and use digital media files stored on those accounts.

(R) My Agent may obtain, use, and change my online identifications, user names, passwords, and personal identification numbers to access electronic accounts, digital media file accounts, internet websites, intranet sites, and other electronic channels of communication for any purpose.

(S) My Agent may disclaim assets to which I would otherwise be entitled and exercise or release any power of appointment on my behalf.

(T) My Agent has the general authority to apply for benefits with respect to benefits from governmental programs or civil or military service, including but not limited to, the authority to claim and apply for all benefits available to me from any governmental agency, including but not limited to, Supplemental Security Income ("SSI"); Medicaid; Medicare; Social Security; Colorado Old Age Pension; Veterans Administration benefits, and to utilize all lawful means to qualify me for such benefits. The authority granted herein shall include the power to create or change a beneficiary designation of an annuity to the Colorado Department of Health Care Policy and Financing or the applicable state Medicaid authority in the state in which I reside. This authority granted herein shall include the power to divest and/or gift any amount of assets and resources to my spouse or my descendants, including my Agent, in order to plan for the receipt of such benefits. Any and all such gifts shall be treated as having been made by me and shall, if required by law, be reported on appropriate gift tax returns. In order to qualify me for governmental benefits, my Agent may convert my assets into assets that do not disqualify me from receiving such benefits.

(U) My Agent may create or change any rights of survivorship, create or change my beneficiary designations, or change ownership on any banking or investment accounts, *only* to comply with a contract or a Court order, or *only* as necessary to achieve the same disposition as set forth in my last will and testament or the revocable trust identified in Paragraph 6.

(V) My Agent may revoke a beneficiary deed, even if that revocation may benefit my Agent or an individual to whom my Agent owes a legal obligation of support, so long as such revocation is beneficial to me.

(W) If my Agent will monetarily benefit in any way from the exercise of any power hereunder, such authority under that Power shall be exercised only when such exercise is determined by my Agent to be necessary or advisable for my Agent's health, education, support, or maintenance.

(X) My Agent may make such gifts (outright, in trust, or otherwise) as the Trustee determines advisable, without the necessity of any request or direction by me, so long as such gifts will not jeopardize my reasonably foreseeable future needs. Gifts to my children shall be equal and shall not exceed the annual gift tax exclusion amount unless I have established a pattern of making gifts that exceed the annual gift tax exclusion amount or unless such gifts are prudent to reduce my estate's exposure to estate taxes. Gifts to charities shall be limited to those organizations as to which



I have established a pattern of making gifts and those gifts may be made if prudent to reduce my estate's exposure to estate taxes. However, my Agent shall not make any gift to himself or herself to discharge any legal obligation of the Agent, and any gift during any calendar year that exceeds an amount equal to the maximum annual gift tax exclusion per donee under Section 2503(b) of the Code, as amended from time to time, may be made only to my children equally and to charitable organizations. In considering making gifts under this Section, the Agent should consider the income, estate, gift, and generation-skipping transfer tax laws as they exist from time to time, their potential impact on my estate and my beneficiaries, and my desire to minimize taxes on my estate and take maximum advantage of any tax exemptions available to me or to my estate from time to time. My Trustee also may make gifts to my husband, outright or in trust, in amounts necessary to support his health and medical care if other resources for him are not reasonably available and as may be useful to take advantage of the unlimited marital deduction to reduce my estate's exposure to estate taxes.

Any authority granted to my Agent pursuant to this Section shall be limited so as to prevent this power from causing the Agent to be taxed on Grantor's income and granting the Agent a general power of appointment (as that term is defined in Sections 2041 and 2514 of the Code) in excess of the amount as to which a lapse of a power of appointment shall not be considered a release of such power.

10. Authorization to Obtain and Disclose Personal Health Information. My Agent shall be treated as my "personal representative" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for all purposes related to my personal health information ("PHI") and other medical records. I specifically grant my Agent the right to request, receive, review, and copy in paper or electronic form all medical and hospital records and any other information, oral or written, pertaining to my physical and mental health. I grant my Agent the authority to execute any releases or other documents that may be required to obtain that information. I direct the providers, holders, and custodians of any of that information to make that information available to my Agent for any purpose, such as to determine my cognitive functioning, my ability to make decisions about my own medical care and treatment, my ability to make financial decisions, and my ability to manage real or personal property. My Agent is authorized to disclose and transmit my PHI and other medical records to insurance carriers, health care providers, and others involved in providing or paying for my health care and treatment.

11. Periodic Reports. My Agent shall submit copies of my Agent's records concerning my assets and property to my spouse, any adult children and me at least quarterly. My Agent's reports shall include all receipts, disbursements, and distributions for the accounting period and shall itemize all of the assets then held by me. Additionally, all of my Agent's records concerning my assets and property shall be open for inspection by my spouse, my adult children and me and our respective legal representatives on ten business days' advance written notice.

12. Photocopy Is Valid. A photocopy or electronically transmitted copy of this Power shall be as effective as an original.



13. Limited Waiver of Confidentiality and Privilege. (Initial YES or NO)

cdl YES _____ NO _____ My Agent may consult with my attorneys if legal advice or representation is needed regarding this Durable Power of Attorney for Financial Matters or decisions about my assets and financial affairs.

cdl YES _____ NO _____ I authorize my attorneys in their discretion to disclose to my Agent upon my Agent's request information regarding my estate plan, including without limitation, copies of my signed estate planning documents. I include this authorization to assist my Agent in carrying out the duty to preserve my estate plan, if preserving the plan is consistent with my best interests based on all relevant factors as provided in C.R.S. 15-14-714(2)(f) or other applicable statute then in effect.

This paragraph is my voluntary, deliberate, and limited waiver of confidentiality and privilege for the purpose of permitting my attorneys to provide my Agent, my family, and third parties with information to enable my Agent to implement this Power.

14. Third Party Reliance. Any person, including the Agent, may rely on the validity of this Power unless that person has actual notice that it is invalid or that I have revoked it.

15. Governing Law. The validity, meaning, and effect of this Power shall be determined according to Colorado law.

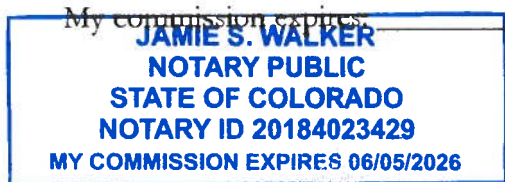
CERTIFICATION

I, CINDY L. CORBETT, the Principal, sign my name to this instrument on June 7, 2022. I acknowledge that this document is a Durable Power of Attorney. I declare that I sign it willingly, that I sign it as my free and voluntary act, that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Cindy L. Corbett
CINDY L. CORBETT, Principal

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me by CINDY L. CORBETT, the Principal, on June 7, 2022.



Jamie S. Walker
Notary Public

cdl

CONTACT INFORMATION FOR AGENT(S)

AGENT:

Michael Scott Denton
4704 Mill Crossing West
Colleyville, TX 76034
(970) 481-3513

SUCCESSOR AGENT

Cameron Philip Wesley Denton
3004 Sundown Drive
Berthoud, CO 80513
(970) 420-2062



Acknowledgement Form for Agent Under Power of Attorney

I, the undersigned Agent, execute this Acknowledgment Form, and by such execution do hereby affirm that I:

1. Have read the power of attorney signed by CINDY L. CORBETT, as Principal, on June 7, 2022 (the Power);
2. Understand that when I accept the authority granted under the Power, a special legal relationship is created between the Principal and me, and that this relationship imposes legal duties and responsibilities upon me;
3. Acknowledge that it is my obligation to understand my duties and responsibilities under the Power and the law, including, but not limited, to, Colorado Revised Statutes §§ 15-14-707 – 718;
4. Understand that this Form is not intended to replace legal authority or advice and that I may consult with a lawyer, possibly at the Principal’s expense, if I have questions about this form or my duties and responsibilities as Agent;
5. Understand that I must act in good faith, do nothing beyond the authority granted in the Power and disclose in writing my identity as an Agent whenever I act for the Principal, except as otherwise instructed by the Principal;
6. Understand that, unless the Power states otherwise, I must also:
 - act loyally for the Principal’s benefit;
 - avoid conflicts that would impair my ability to act in the Principal’s best interests;
 - act with care, competence, and diligence; and
 - keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
7. Understand that I must provide accountings of transactions I conduct as Agent, if required by the Power or by law, including, but not limited to, Colorado Revised Statute § 15-14-714(8);
8. Understand that, unless otherwise provided by the Power or by law, I must not take, borrow, encumber, become an owner of or dispose of the Principal’s assets for my or another person’s personal benefit;
9. UNDERSTAND THAT IGNORANCE OF THE LAW IS NO DEFENSE, AND THAT IF I MISUSE MY AUTHORITY AS AGENT UNDER THE POWER, I MAY BE SUBJECT TO CRIMINAL PROSECUTION AND/OR CIVIL LIABILITY.

By signing below, I hereby acknowledge my duties and responsibilities in acting as an Agent on behalf of the Principal.

Printed Name of Agent

Signature of Agent

Date

Telephone Number

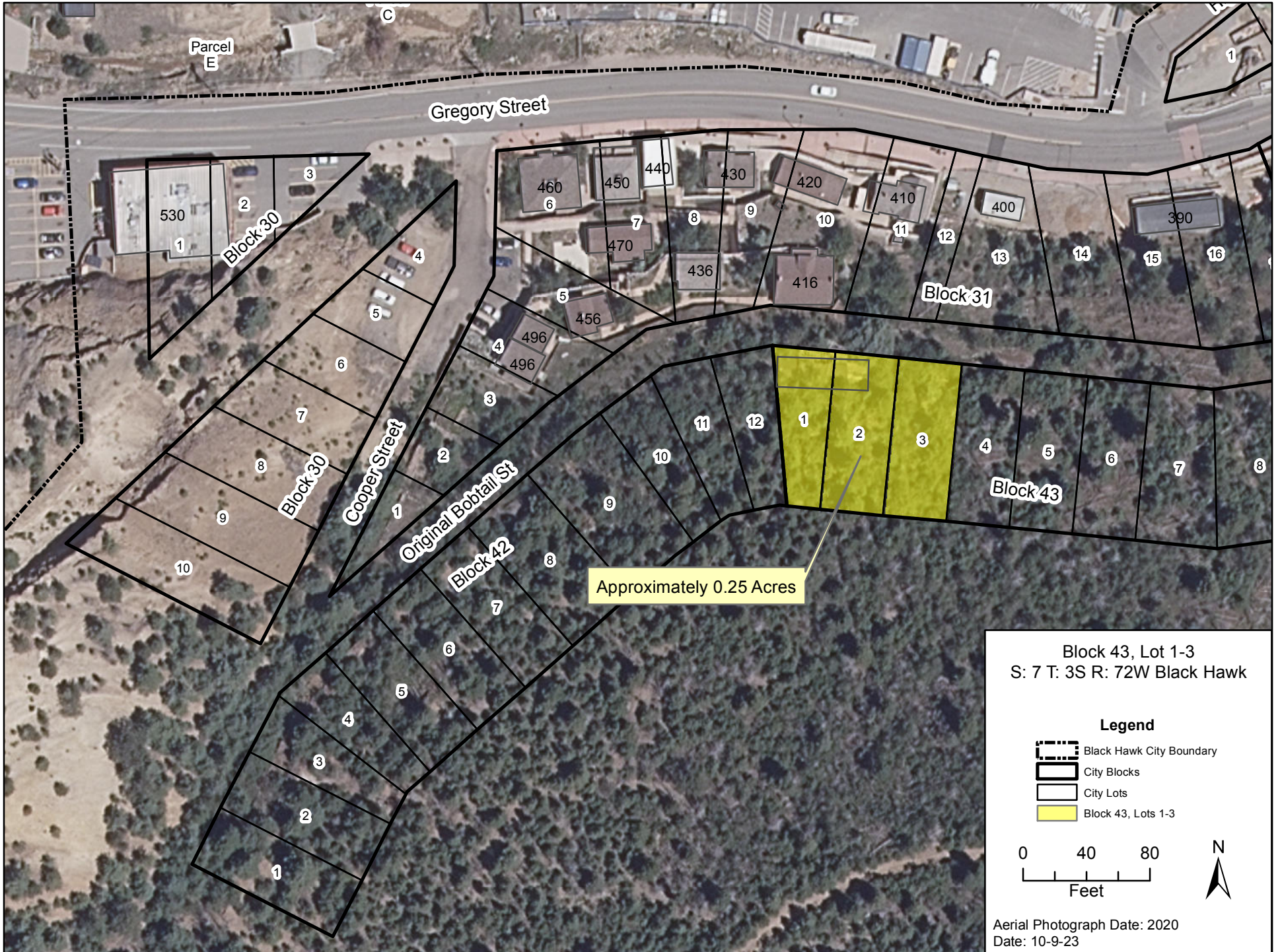
Address



SCHEDULE A

The below-listed interests in property, as amended and initialed by the Principal from time to time, are subject to the Agent's authority granted in this Durable Power of Attorney. The identification of an interest on this schedule shall not be a limitation on the Agent's power to act with respect to an interest in property which is not listed.

CLC



Block 43, Lot 1-3
 S: 7 T: 3S R: 72W Black Hawk

Legend

- Black Hawk City Boundary
- City Blocks
- City Lots
- Block 43, Lots 1-3

0 40 80
 Feet

Aerial Photograph Date: 2020
 Date: 10-9-23