RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)

5. INTRODUCTION OF NEW EMPLOYEE: Aaron Skeen, Firefighter

6. PUBLIC COMMENT: Please limit comments to 5 minutes

7. APPROVAL OF MINUTES: May 24, 2017

8. PUBLIC HEARINGS:

   A. CB9, An Ordinance Repealing and Reenacting Section 16-368 and Section 16-370 Regarding the City Council’s Historic Review Process, and Expanding the Role of the Historic Preservation Commission

   B. CB10, An Ordinance Approving and Accomplishing the Disconnection of Property Known as the Arends Property

   C. CB11, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the State of Colorado Acting By and Through the Department of Transportation


9. ACTION ITEMS:

   None

10. CITY MANAGER REPORTS:

11. CITY ATTORNEY:

12. EXECUTIVE SESSION:

13. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.
Aaron Skeen started working with the Black Hawk Fire Department on April 24, 2017. Aaron was born and raised in the mountains of Colorado. Aaron and his wife Amanda moved to Gilpin County in 2010, purchased a home, and began growing their family. Aaron and Amanda now have two daughters, Heather who is two years old and Emma who is six months old. Aaron has worked for Gilpin County in various roles over the last 12 years, including Lifeguard at the Gilpin County Community Center and Communications Specialist at the Gilpin County Sheriff’s Office. Aaron has been a volunteer Timberline Fire Protection District Firefighter for five years and has also worked there as Maintenance Technician for over a year. Aaron’s passion and dream has been to become a full time firefighter, and he is now living that dream with the Black Hawk Fire Department. His hobbies include fishing, hunting, camping, and teaching kids about the outdoors.
The meeting began immediately after the tour of the Dory Hill Water Plant with the ringing of the bell by Communications Officer Janet Dennehy.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, May 24, 2017, at 2:10 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, Community Planning and Development Administrator Linker, Police Chief Cole, Fire Chief Taylor, and Deputy City Clerk Martin.

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

3. AGENDA CHANGES: Deputy City Clerk Martin stated that the agenda had been revised to add Resolution 40-2017.

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. There were no conflicts noted from City Council.

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

5. INTRODUCTION OF NEW EMPLOYEES: Janet Dennehy, Communications Officer
Julie Seitzinger, Administrative Assistant

Police Chief Cole introduced their new Dispatcher, Janet Dennehy. She has lived in Granby for 20 years prior to joining the Department, but is very familiar with the area because she has family in Gilpin County.

City Clerk/Administrative Services Director Greiner introduced Julie Seitzinger, the new Administrative Assistant to Administrative Services. Julie is married to Stan McInturf, fellow employee and Utility Operator for the Water Plant. Julie said she had an impressive first day as it was the celebration of the 153rd anniversary of the City Seal.

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

7. APPROVAL OF MINUTES: May 10, 2017

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve the Minutes as presented.

MOTION PASSED There was no discussion and the motion passed unanimously.

8. PUBLIC HEARINGS:


Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann asked City Council to continue this public hearing to the June 14 regular meeting. He said this proposed ordinance would simplify the historic preservation process, but additional research is needed to ensure it does not jeopardize the City’s status as a Certified Local Government.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB9, An Ordinance amending Black Hawk Municipal Code, Chapter 16 Zoning, Article XVII Application Procedures and Submittal Requirements, Section 16-368, City Council Historic Review Process and Section 16-370 Fees
open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to continue the public hearing on CB9, an Ordinance amending Black Hawk Municipal Code, Chapter 16 Zoning, Article XVII Application Procedures and Submittal Requirements, Section 16-368, City Council Historic Review Process and Section 16-370 Fees to June 14, 2017.

**MOTION PASSED**

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

**B. Resolution 38-2017, A Resolution Approving a Certificate of Appropriateness for the Full Exterior Rehabilitation and Site Work for the Property Located at 211 Horn Street**

Mayor Spellman read the title and opened the public hearing.

It was noted that Alderman Torres had left the dias.

Community Planning and Development Administrator Linker introduced this item. She said the Historic Preservation Commission had reviewed this application and recommends approval. The details of the application were included in the packet.

Alderman Armbright asked about the rock walls. Linker explained that all of the existing walls, proposed to be reconstructed, have all been taken into account and have been designed in, but as alternates under the Program.

Alderman Midcap had a few questions about the non-historic spaces, exposed vent pipes and the fencing to which Linker provided responses.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 38-2017, a Resolution approving a Certificate of Appropriateness for the full exterior rehabilitation and site work for the property located at 211 Horn Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 38-2017, a Resolution approving a Certificate of Appropriateness for the full exterior rehabilitation and site work for the property located at 211 Horn Street.

**MOTION PASSED**

There was no discussion and the motion **PASSED** 5-1, noting Alderman Torres’s recusal.
C. Resolution 39-2017, A Resolution Amending the City of Black Hawk 2016 Budget

Mayor Spellman read the title and opened the public hearing.

Finance Director Hillis explained that this amendment was to authorize repayment of 2016 revenue bonds, as per the auditors request.

PUBLIC HEARING: Mayor Spellman declared the Public Hearing on Resolution 39-2017, a Resolution amending the City of Black Hawk 2016 Budget open and invited anyone wanting to address the Board either “for” or “against” the license to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 39-2017, a Resolution amending the City of Black Hawk 2016 Budget.

9. ACTION ITEMS:

A. Resolution 40-2017, A Resolution Approving the First Amendment to the Demolition Permit Agreement Between the City of Black Hawk and Monarch Black Hawk, Inc.

Mayor Spellman read the title.

City Attorney Hoffmann introduced this item. He said last November Council had approved an agreement to allow Monarch to go forward with their demolition and to indemnify the City in the absence of a temporary sidewalk on the Isle Casino side of Main Street for pedestrians to use in lieu of a shuttle that the Monarch had provided. He said with the demolition completed, this first amendment authorizes the indemnity to continue either until Monarch decides to build the temporary sidewalk, or until a Certificate of Occupancy is issued for the completed hotel tower project.

MOTION TO APPROVE

Alderman Moates MOVED and was SECONDED by Alderman Johnson to approve Resolution 40-2017, a Resolution approving the First Amendment to the Demolition Permit Agreement between the City of Black Hawk and Monarch Black Hawk, Inc.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.
10. CITY MANAGER REPORTS: City Manager Lewis reminded everyone about clean-up day tomorrow.

11. CITY ATTORNEY: City Attorney Hoffmann had noting to report.

12. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 2 and 5 for Executive Session for specific legal issues related to potential legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 2:27 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 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 Armbright to adjourn the Executive Session at 3:55 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 closed at 3:55 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 9
ORDINANCE 2017-9
AN ORDINANCE REPEALING AND REENACTING SECTION 16-368 AND SECTION 16-370 REGARDING THE CITY COUNCIL’S HISTORIC REVIEW PROCESS, AND EXPANDING THE ROLE OF THE HISTORIC PRESERVATION COMMISSION
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB9
ORDINANCE NUMBER: 2017-09

TITLE: AN ORDINANCE REPEALING AND REENACTING SECTION 16-368 AND SECTION 16-370 REGARDING THE CITY COUNCIL’S HISTORIC REVIEW PROCESS, AND EXPANDING THE ROLE OF THE HISTORIC PRESERVATION COMMISSION

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

Section 1. Section 16-368 of the Black Hawk Municipal Code is repealed and reenacted to read as follows:

Sec. 16-368. City Council historic review process.

Any person seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City’s design standards.

(1) Application. This Section shall apply to all nonresidential properties within the City, those non-residential properties locally designated as a local historic landmark pursuant to Section 16-426 of the Black Hawk Municipal Code, and in addition those residential properties located in the historic landmark district.

(2) General requirement. The requirements of these regulations shall be in addition to all other land use and zoning requirements of the City. Before the City Council may review any request under this Section, the applicant must first receive all necessary zoning approvals.

(3) A Certificate of Appropriateness is not necessary for Routine Maintenance, which includes repair or replacement of an existing approved structure, and where there is no change in the design, materials, or general appearance of elements of the structure or grounds. A Certificate of Appropriateness is required for all other projects that are not routine maintenance. Any repair or replacement where there is a change in the design, materials, or general appearance is defined as an Alternation and requires a Certificate of Appropriateness.
A Certificate of Appropriateness is required for all work that is not Routine Maintenance, as defined above, as follows:

a. **Minor Work.**
   
i. **Minor Work** on residential projects and non-residential projects locally designated as local historic landmarks are reviewed and may be administratively approved by the Historic Preservation Commission. The City shall refer **Minor Work** on residential projects to the Historic Preservation Commission for review and approval, and the Historic Preservation Commission may administratively approve the change as minor in nature at a meeting of the Historic Preservation Commission, or may determine the proposed work involves alterations, additions, or removals that are substantial, or may not meet the guidelines pending the receipt of additional information, in which case they shall be processed as a Major Work project.
   
   ii. **Minor Work** on non-residential projects except those non-residential projects locally designated as local historic landmarks are reviewed and may be administratively approved by the City Manager or the City Manager’s designee. City Manager or the City Manager’s designee may administratively approve the change as minor in nature, or may determine the proposed work involves alterations, additions, or removals that are substantial, or may not meet the guidelines pending the receipt of additional information, in which case they shall be processed as a Major Work project, subject to approval by the City Council.

b. **Major Work** projects for residential uses and non-residential projects locally designated as local historic landmarks shall be reviewed by the Historic Preservation Commission and the Historic Preservation Commission shall make a recommendation for City Council consideration following a public hearing thereon. The Historic Preservation Commission recommendation shall be to approve, deny, or approve with conditions. In general, major work projects involve a change in the appearance and attributes of a structure or site. Projects that involve rehabilitation or preservation, new construction, expansion of or significant improvement to a building footprint or significant changes in landscape features shall be considered Major Work projects. Nonresidential projects except those non-residential projects locally designated as local historic landmarks shall be reviewed and are to be determined to be approved, denied, or approved with conditions by the Black Hawk City Council.

(5) Procedure to authorize the erection, construction, reconstruction, alterations to or demolition of improvements on residential or non-residential properties.

a. No building permit or site development plan shall be issued unless accompanied by a certificate of appropriateness (COA) issued by the City Council for any of the following acts:
   
   1. Construction of a new building, structure or improvement;
   2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
   3. Demolition of any improvement;
4. Construction or erection of or addition to any improvement upon any land located within the City; or

5. Excavation requiring an excavation permit.

b. Where the Chief Building Official, the Department of Health, the Fire Department or any other duly authorized officer or agency of the City orders or directs the construction, reconstruction, alteration, repair or demolition of any improvement for the purpose of remedying conditions determined by that department, agency or officer to be imminently dangerous to life, health or property, nothing contained herein shall be construed as making it a violation of this Chapter for any person to comply with such order or directive without receipt of a COA from the City Council. Any such department, agency or officer shall give the City Council notice as early as practicable of the proposed or actual issuance of any such order or directive.

c. In the event the dangerous condition requires demolition of a building and it is determined by the City Council, after a public hearing as provided in Subparagraph (12)c. below, that the dangerous condition was caused by the affirmative act of the owner of the improvement or his or her authorized agent, or the failure of the owner of the improvement or his or her authorized agent to provide minimum improvement maintenance as required herein, the replacement building or structure shall not exceed the height and floor square footage of the demolished building, and the uses of the replacement building or structure shall only be those uses that were permitted for the demolished building or structure prior to the effective date of the constitutional amendment that authorized limited gaming in the City.

d. Upon receipt of an application to authorize erection, construction, reconstruction, alterations to or demolition or improvements, the following procedures shall apply:

1. Nonresidential structures or buildings. The City Council shall designate a time, place and date for a public hearing pursuant to Section 16-369 below and shall make a final determination on the request.

2. Residential structures or buildings that are not locally designated historic landmarks.

a) Except for minor changes to improvements as described in Subparagraph i. below, the Historic Preservation Commission (HPC) shall consider and make a recommendation on all applications for residential structures or buildings that are not locally designated landmarks. The HPC shall consider all such applications at a properly noticed public meeting no later than forty-five (45) days from the date of the receipt of the plan or permit application by the HPC.

b) Within fifteen (15) days after the HPC considers the application, the HPC shall make a recommendation to the City Council regarding whether to issue a COA. The findings and recommendation of the HPC shall be in writing and shall be based on consideration of the
design standards for the City, presented plans, the criteria provided herein, public testimony and related findings of fact.

c) Notification of the HPC's recommendation shall be made in writing to the applicant, the City Manager, the City Council and any other persons who request notification at the public hearing.

d) Within thirty (30) days of receiving the HPC's recommendation, the City Council shall provide notice and conduct a public hearing on the matter pursuant to Section 16-369 below and shall make a final determination on the request.

e. For a building permit application:

1. If the City Council determines not to issue a COA, the Chief Building Official shall deny the application for a building permit.

2. If the City Council issues a COA, the building permit shall be subject to the terms and conditions of the approved COA, in addition to any other terms and conditions imposed by the City. The COA is valid for six (6) months after the date of its issuance for issuance of a building permit.

f. Criteria for determining appropriateness of proposed erection, construction, reconstruction or alteration. In determining appropriateness of a proposed site plan or building permit for the erection, construction or alteration of a building, the HPC and/or the City Council shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant;

2. Information presented at a public hearing held concerning the proposed work;

3. The purpose of this Chapter;

4. Compliance with this Code and the payment of all fees required by this Code;

5. The historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public rights-of-way and to other buildings and structures in the City;

6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and

7. The appropriate residential or commercial design standards for the City.

g. Criteria for determining appropriateness of a proposed demolition. In determining the appropriateness of the demolition of an improvement as
requested in an application for a demolition permit, the HPC and/or the City Council shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant;
2. Information presented at a public hearing held concerning the proposed work;
3. The purpose of this Chapter;
4. Compliance with this Code and the payment of all fees required by this Code;
5. The historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public rights-of-way and to other buildings and structures in the City;
6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value;
7. The appropriate residential or commercial design standards for the City;
8. Whether the improvement has been maintained as provided in this Chapter; and
9. Whether the preservation of the improvement is technologically and economically feasible.

h. Minor and Major Work. Applications for building permits which request Minor Work for minor changes to existing or new improvements and minor amendments to previously approved COAs may be approved administratively by the Historic Preservation Commission as outlined in Section 4 above. Applications for projects which request Major Work, shall be placed on the agenda requiring the need for a public hearing.

i. Minor changes to exterior paint color and roof repairs or replacements. Notwithstanding Subparagraph h above, application for a minor amendment to a previously approved COA which seeks approval only of an amendment to the exterior paint color or a roof repair or replacement may be approved by the City Manager or the City Manager's designee administratively based on the criteria contained in this Section. Applications for minor amendments to exterior paint or roof repairs or replacements that have previously approved COAs do not require Historic Preservation Commission or City Council approval. However, the City Manager or the City Manager's designee may, at his or her sole discretion, determine that approval of such an amendment requires approval by the Historic Preservation Commission and/or the City Council rather than by administrative approval.
(6) Extension of time limits. Any time limits set forth in this Chapter may be extended by mutual consent of the City Council and the applicant.

(7) Minimum improvement maintenance.
   a. It shall be unlawful and a public nuisance for any person to own, occupy or to lease, rent or otherwise allow occupancy by others, of any building or structure which, by negligent act or omission, does not comply with the provisions of this Section.
   b. Every building or structure shall be kept and maintained in good condition and repair, so that:
      1. All foundations, exterior walls, roofs and all appurtenances thereto shall be substantially weathertight and rodent-proof;
      2. All exterior wood surfaces shall be adequately protected from water seepage and decay;
      3. All windows, exterior doors and basement entryways shall be reasonably weathertight, watertight and rodent-proof;
      4. All exterior stairways shall be safe for normal use; and
      5. All runoffs from rain, snow or ice shall drain from all roofs and away from all foundations so to avoid dampness in basements, walls, ceilings and floors and erosion of any exterior walls.

(8) For the purpose of determining and ensuring compliance with this Section, the Chief Building Official may make inspections to determine compliance with this Section. Any municipal judge of the Municipal Court shall have power and authority to issue search warrants upon a showing of reasonable cause to believe that a building or structure is in violation of the provisions of this Section. It shall be unlawful for any owner or occupant of a building or structure to refuse entry to the premises by an authorized City representative acting pursuant to a duly issued search warrant.

(9) Whenever the Chief Building Official has discovered conditions at a building or structure which violate the provisions of this Section, such inspector shall notify the owner or occupant of such violation in writing and of the need to correct or abate such violation within a reasonable time. The reasonable time to correct or abate the violation shall be at least sixty (60) days, unless the violation poses an imminent danger for the health, safety or welfare of the occupants or the public, then a shorter time shall be required.

(10) The written notice of violation shall be served by an authorized City representative by delivering a copy thereof to the owner or occupant of the building or structure described in the notice, and if the building or structure is unoccupied or the owner is a nonresident then also by mailing a notice to the last known address of the owner as reflected in the County real estate records.

(11) Any notice issued pursuant to the provisions of this Section to the owner, agent or occupant of a dwelling where a violation has been discovered shall describe the
condition or conditions which violate this Section; shall provide reasonable time to correct or abate the noncomplying condition; and shall state that the owner, agent or occupant may protest the findings of the authorized Chief Building Official as stated in the notice by filing a written notice with the City Council within sixty (60) days after the date of the notice.

(12) Any person affected by a notice issued under this Section who is aggrieved thereby, and who believes the same to be factually or legally contrary to this Section, may protest the notice in writing to the City Council within sixty (60) days after the date of the notice. Upon receipt of a timely written protest, the City Council shall designate a time, place and date for public hearing according to the public hearing procedures provided herein.

(13) The Chief Building Official may cause a copy of the notice of violations under this Section to be recorded with the County Clerk and Recorder's office. When the owner or occupant has corrected or abated the condition or conditions that were the basis of such notice, the Chief Building Official shall cause a release of such notice to be recorded with the County Clerk and Recorder's office.

(14) Enforcement.

a. Any person violating any provision of this Chapter shall be subject to a fine of the amount set forth in Section 1-73 or by imprisonment not exceeding one (1) year, or by both such fine and imprisonment. Each and every day during which violation continues shall be deemed a separate offense and shall be prosecutable and punishable as a separate offense.

b. If any building or structure is erected, constructed, externally reconstructed, externally altered, added to or demolished in violation of this Chapter, the City or any proper person may institute an appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, exterior alteration, addition or demolition.

c. If any building or structure is demolished in violation of this Chapter, no replacement building or structure shall exceed the height and the floor square footage of the demolished building. In the event such demolition has been accomplished without previous review by the City Council, the City Council is authorized to conduct a hearing, after notice as provided in Section 16-369 below, at which hearing the Board shall consider whether the uses to be made within any replacement building or structure shall be limited to some or all of those uses permitted prior to the effective date of the constitutional amendment that authorized gambling in the City.

d. The imposition of any penalty hereunder shall not preclude the City or any proper person from instituting any proper action or proceeding to require compliance with the provisions of this Chapter and with administrative orders and determinations made hereunder.

e. Any person aggrieved by a decision or action of the City Council may appeal the decision or action, directly to the District Court under Rule 106(a)(4) of the Colorado Rules of Civil Procedure. For purposes of this Section, an aggrieved
person shall mean the owners of the subject property and the owners of all real property directly adjacent to the subject property.

Section 2. Section 16-370 of the Black Hawk Municipal Code is repealed and reenacted to read as follows:

Sec. 16-370. Fees.

(a) Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters may be charged to applicants for zoning permits, conditional use permits, special use permits, subdivision plat approval, zoning amendments, variances and other administrative relief. The amount of the fees charged shall be established by resolution of the City Council filed in the office of the City Clerk.

1. Residential Land Use Fees. No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by the City Council. This includes professional and/or consulting services fees.

2. Any property owner that creates improvements or adds land use items that are not in compliance with the land use regulations of the City of Black Hawk shall automatically be responsible for any City cost needed to work toward proper compliance on the property. This includes any consultant costs or fees that are provided to assist with and directed to the property owner to bring the property into proper compliance with the regulations of the City of Black Hawk.

(b) The City will bill applicants for any and all costs of professional or consulting services which the City incurs as a result of an applicant or his or her project. Professional or consulting services include, but are not limited to: legal, engineering, planning, surveying, or hydrological services.

(c) Fees established in accordance with Subsection (a) shall be paid upon submission of a completed land use application or notice of appeal. All applications for which there is a fee shall be accompanied by the appropriate fee. Applications which are not accompanied by the appropriate fee shall be considered incomplete and shall not be processed nor shall any permit be issued unless the appropriate fee accompanies the application. The applicant shall pay the City the actual cost to the City for engineering, planning, surveying, inspection and legal services rendered in connection with the review of the proposed development application plus fifteen percent (15%) to cover administrative costs. The City will send the applicant a statement for the actual and administrative costs incurred by the City for the services rendered by the City. The applicant shall pay the City the amount due on the statement within fifteen (15) days of the date of the issuance of such statement. In the event the applicant fails to pay the amount due on the statement within the time period specified above, the City shall
immediately stop the review process for the proposed development. The application will be deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement.

If the statement is not paid in full within thirty (30) days after issuance of the statement, in addition to the application being withdrawn, the City shall impose interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due.

In addition to the City's remedies to stop the review process upon nonpayment of such statement, and to impose penalty interest, the City shall additionally possess the right to initiate an enforcement action against the applicant for nonpayment of such fees. Such enforcement action may be initiated either in the Gilpin County Court or in the Black Hawk Municipal Court. In the event such collection action is determined in favor of the City, the City shall be awarded its attorneys' fees and court costs in addition to the unpaid fees as part of any judgment.

The payment of fees of the costs of professional and consulting services under this Section shall be due and payable as set forth within this Section, regardless of whether the project is completed, approved and/or regardless of whether the owner/applicant chooses to complete the City's land review process under the City's zoning ordinance and subdivision regulations.

(d) The applicant shall pay any impact fees as established by City ordinances in effect at the time the development application is approved by City Council. The impact fees shall be paid at the time specified by such ordinance.

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

Section 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 June, 2017.

__________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________
Melissa A. Greiner, 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 amending Black Hawk Municipal Code, Chapter 16 Zoning, Article XVII Application Procedures and Submittal Requirements, Section 16-368, City Council Historic Review Process and Section 16-370 Fees, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, May 24, 2017 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, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES
MAY ATTEND

Melissa A. Greiner
City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: An Ordinance Repealing and Reenacting Section 16-368 and Section 16-370 regarding the City Council’s Historic Review Process, and Expanding the Role of the Historic Preservation Commission.

RECOMMENDATION: The Historic Preservation Commission recommends the following motion to the Mayor and Board of Aldermen:
MOTION TO APPROVE CB 09 / Ordinance 2017-09 - Repealing and Reenacting Section 16-368 and Section 16-370 regarding the City Council’s Historic Review Process, and Expanding the Role of the Historic Preservation Commission.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
City staff has worked with the Historic Preservation Consultant, Historic Preservation Commission and City Attorney to revise the City Council’s Historic Review Process. Revising this Section of the Municipal Code expands the role of the Historic Preservation Commission, amends the Certificate of Appropriateness Process and adjusts Land Use fees for the Historic Residential Zoning District.

AGENDA DATE: June 14, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
DOCUMENTS ATTACHED: Ordinance 2017-09
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ] N/A
SUBMITTED BY: REVIEWED BY:
Cynthia Linker, CP&D Administrator

6/08/17

Stephen N. Cole, Acting City Manager
COUNCIL BILL 10
ORDINANCE 2017-10
AN ORDINANCE APPROVING
AND ACCOMPLISHING THE
DISCONNECTION OF
PROPERTY KNOWN AS THE
ARENDS PROPERTY
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 10
ORDINANCE NUMBER: 2017-10

TITLE: AN ORDINANCE APPROVING AND ACCOMPLISHING THE DISCONNECTION OF PROPERTY KNOWN AS THE ARENDS PROPERTY

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

Section 1. The disconnection by and from the City of Black Hawk, State of Colorado, of that property described in attached Exhibit A, situated, lying, and being in the County of Gilpin, State of Colorado, consisting of approximately 53.7 acres (the “Arends Property”), meets all requirements the provisions of Section 1-210 of the Black Hawk Municipal Code, and therefore, said disconnection is hereby approved and made effective. From and after the effective date of this Ordinance, the Arends Property shall not be within the corporate limits of the City of Black Hawk for any purpose.

Section 2. The City Clerk shall file the Ordinance for recording with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 3. This disconnection shall become effective upon the publication date of this Ordinance except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Ordinance.

READ, PASSED AND ORDERED POSTED this 14th day of June, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk
Property Description Black Hawk City Disconnection Parcel

As of May 24, 2017 the parcel hereon described is located within the Black Hawk City Boundary as described on Book 557 Pages 117-120 Gilpin County Clerk and Recorder.

A parcel of land in Section 6 and Section 7, Township 3 South, Range 72 West of the 6th Principle Meridian, County of Gilpin, State of Colorado, more particularly described as follows:

The Basis of Bearing for this description is a line defined by the E1116 Corner common to Sections 6 and 7 which is a 3.25” aluminum BLM Cadastral Survey cap dated 1979 and a #5 bar in stone mound which bears S 01°50’38” E a distance of 330.06feet.

BEGINNING at the South Quarter Corner of said Section 6, being 3.25inch Aluminum BLM Cap; Thence S 88°12’24” W along the southerly line of said Section 6 a distance of 253.58feet to a #5bar and cap #LS22094; Thence N 18°15’19” E along the easterly right-of-way of Dory Hill Road a distance of 82.29feet to a #4bar, cap #PLS27602;

Thence along the Silvercloud Lode the following three courses:
1) N 29°19’57” E a distance of 364.55feet to a #5bar and cap #LS22094;  
2) N 59°35’01” W a distance of 49.47feet to a #5bar and cap #LS22094;  
3) S 31°05’49” W a distance of 42.15feet to a #4bar and cap #LS25373;

Thence N 79°18’54” W a distance of 36.45feet to a #4bar, cap #PLS27602;

Thence N 14°01’46” E along the east right-of-Way of Dory Hill Road a distance of 87.68feet;  
Thence S 72°46’33” E along the Black Hawk City Line as referenced in Book 557 Page 117 Gilpin County Clerk and Recorder a distance of 2863.73 feet;

Thence S 02°35’21” E along the easterly line of Section 7 a distance of 790.30feet to the North Sixteenth Corner common to Section 8 and Section 7, said Township 3 South, Range 72 West being 3.25inch Brass BLM Cap, 3.5 feet east of large mound of stone

Thence S 88°07’04” W along the East-West Sixteenth Line of said Section 7 a distance of 774.81 feet to a #4 bar and cap marked CCS PLS #26296;

Thence along the Champion Lode the following three courses: 
1) N 56°23’55” E a distance of 242.51feet to a 3.25inch Aluminum BLM Cap;  
2) N 33°16’35” W a distance of 49.92feet to a 3.25inch Aluminum BLM Cap;  
3) S 56°26’26” W a distance of 323.94feet to a #4 bar, cap #PLS27602;

Thence S 88°07’04” W along said Sixteenth Line a distance of 325.31feet to a #4 bar, cap #PLS27602;  
Thence along the Hannington Lode the following two courses: 
1) N 17°54’07” E a distance of 148.25 feet to a #4 bar, cap #PLS27602;  
2) N 73°25’22” W a distance of 754.98 feet to an original stone;

Thence along the Colorado Lode three courses: 
1) N 61°00’41” E a distance of 773.03feet to an original stone;  
2) N 25°08’00” W a distance of 150.48feet to an original stone;  
3) S 61°36’17” W a distance of 763.36feet to an original stone;

Thence along the Albert Lode two courses: 
1) N 42°49’41” E a distance of 199.07feet to an original stone;  
2) N 46°32’04” W an distance of 109.50feet to a #4 bar, cap #PLS27602;
Thence along the Cape Cod Tunnel Lode two courses:
  1)N 48°47'00" E a distance of 189.86 feet to a #4 bar, cap PLS27602;
  2)N 40°58'04" W a distance of 159.41 feet to an original stone;

  Thence S 47°55'46" W a distance of 83.49 feet to a #4 bar, cap PLS27602;
  Thence S 59°28'46" W a distance of 808.87 feet to an original stone;
  Thence N 30°20'44" W a distance of 74.46 feet to an original stone;
  Thence N 01°01'02" W a distance of 86.30 feet to an original stone;
  Thence S 43°24'52" E a distance of 68.87 feet to an original stone;

Thence along the American Eagle Lode three courses:
  1)N 51°20'46" E a distance of 432.91 feet to an original stone;
  2)N 38°31'10" W a distance of 150.00 feet to an original stone;
  3)S 51°03'55" W a distance of 375.99 feet to a #5 bar;

Thence N 00°48'38" W a distance of 451.46 feet to the POINT OF BEGINNING;

Containing 53.7 Acres, more or less.
CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Arends Disconnection Petition (P-17-15).

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

MOTION TO APPROVE CB10 - Ordinance No. 2017-10, an Ordinance approving a petition for the disconnection of the Arends Property from the City of Black Hawk with the following conditions:

A.) That the ECP – Environmental Character Preservation zoning placed upon the territory by the City will remain in effect until changed by Gilpin County.

B.) That the Disconnected territory is not exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits that remains unpaid and for the payment of which said territory could be lawfully taxed. The County Treasurer shall pay over to the City all moneys collected by or on account of such tax, to be applied only to the payment of such indebtedness.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On May 10, 2017 the City Council approved Resolution No. 37-2017 accepting a petition from Arends for the disconnection of 53.7 acres from the City’s municipal boundary, preliminarily approving the disconnection, and setting a hearing date of June 14, 2017 to review, discuss and make a final decision on the request. The case/petition is ready for City Council review and decision. The request involves the removal of the property from the corporate boundaries of the City of Black Hawk.

Pursuant to Article XI, Chapter 1 of the City of Black Hawk Municipal Code (Ordinance 2017-6) recently approved by the City Council, a landowner may petition the City for disconnection of territory from the City of Black Hawk, and the City Council may approval such petition by ordinance pursuant to findings of compliance which are referred to in the attached staff report.

AGENDA DATE: June 14, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
Cynthia Linker, CPD

STAFF PERSON RESPONSIBLE: Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED: Ordinance with Legal Description

RECORD: [ X ]Yes [ ]No
Staff Report.

CITY ATTORNEY REVIEW: [ X ]Yes [ ]No
[ X ]Yes [ ] N/A

SUBMITTED BY: Reviewed By:

Cynthia Linker, CP&D Administrator

Vincent Harris, AICP, Baseline Corporation

Stephen N. Cole, Acting City Manager
Staff Report
BACKGROUND:
The City of Black Hawk (City) has received a petition from Wesley & Shirley Arends for the Disconnection of a portion of their property located in Gilpin County and the portion being a 53.7 acre parcel of land located in Section 6 & 7 T3S, R72W of the 6th Principle Meridian, more specifically described in Attachment below, and being the part of their ownership now within the City of Black Hawk municipal boundary.

The Disconnection petition (initially submitted April 25, 2017) involves the removal of the Arends property from the municipal boundaries of the City. After Disconnection, this property, as well as, the rest of their property will be entirely under the jurisdiction of Gilpin County.

On May 10, 2017 the City Council approved Resolution No. 37-2017 accepting the petition for disconnection, preliminarily approving the disconnection, and set a hearing date of June 14, 2017 to review, discuss and make a final decision on the request. The case/petition is ready for City Council review and decision.

The Disconnection petition has been submitted pursuant to the recently adopted Ordinance 2017-6. This Ordinance amended Chapter 1 of the Black Hawk Municipal Code to establish a process for disconnecting territory from the City. The Ordinance establishes two processes for disconnection. One process is based upon a petition to disconnect initiated by the property owner. The other process is based upon a disconnection action initiated by the City of Black Hawk. Because the Arends initiated the disconnection through a petition, this application is being processed as defined by Sec. 1-210 for a “Disconnection Following Property Owner Petition.” The Ordinance establishes submittal requirements of the disconnection petition. Following submittal of the initial application materials, staff requested additional materials as provided for in the Disconnection Application form. With receipt of the additional materials the Arends application submittal has been found to be complete and contains all of the required documentation. In addition to the submitted documentation, staff has prepared and included graphics illustrating the property boundary in relation to the existing city boundary and the resulting modified boundary should the Disconnection petition be approved.
In summary, The Arends are requesting City Council approval of the following items:

- Petition for Disconnection of the portion of their property (53.7 acres) that is now within the City of Black Hawk and to therefore exclude these 53.7 acres from the City of Black Hawk municipal boundaries.

The following are additional illustrations prepared by staff to assist in understanding the proposed disconnection.
Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Municipal Code
Chapter 1 Article XI

DISCONNECTING TERRITORY FROM CITY:

Sec. 1-210. Disconnection of territory from the City.

(a) Disconnection following property owner petition.

(1): Disconnection of territory from the City may only be accomplished for land upon or contiguous to a boundary of the City and with approval by the City Council pursuant to hearing. No property may be disconnected if it has been platted into lots or blocks unless such lots and blocks are vacated by the City Council. Upon receipt by the City Clerk of a petition for disconnection, the City Clerk shall refer the petition to the City Council for consideration at its next regular City Council meeting, provided such petition is submitted at least ten (10) days prior to such meeting. In the event that City Council gives preliminary approval of disconnection, a hearing shall be set not less than thirty (30) days after such preliminary approval.

(2) At the time of hearing, the City Council shall receive staff reports and comments from those in favor and against disconnection. A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance. Petitioners for disconnection shall pay all costs of disconnection, including, but not limited to, applicable election costs, if any, and the City's professional fees.

Staff comment: The 53.7 acres comprising the territory requested to be disconnected have not been platted into lots or blocks. This petition was presented to the City Council at the May 10, 2017 hearing for preliminary consideration and establishment of a final hearing date. At the May 10 hearing the City Council preliminarily approved the petition and set the final hearing date as June 14, 2017. The hearing is more than 30 days from the initial City Council meeting and preliminary approval. The applicant is to pay the costs to process the application.

Sec. 1-211. Contents of petition or application. A petition or application for disconnection of territory shall contain the following:

(a) A legal description of the territory sought to be disconnected;
(b) A statement that the territory is located upon or adjacent to the border of the City;
(c) A statement that no part of the territory has been duly platted into lots and blocks or, if platting of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;
(d) A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid;
**Staff comment:** The applicant has provided the required items and statement of the payment of taxes documenting that taxes have been paid in full as of 4-27-2017.

*(e) A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.*

**Staff comment:** The applicant has stated that there are no streets, lights, or other public utilities maintained on the territory requested to be disconnected.

Sec. 1-212. Disconnection by ordinance.

*(a) To approve disconnection, whether by property owner petition or by City initiated application, City Council must find that all of the following conditions exist:*

1. *The best interests of the City will not be prejudiced by the disconnection of such territory.*
2. *The territory is not urban and cannot, in the foreseeable future, be urbanized.*
3. *The territory cannot be reasonably integrated with the City.*
4. *Urban services cannot be reasonably extended to serve the territory.*
5. *Disconnection will not create a hardship or impairment to Gilpin County or any special district.*

**Staff comments:** each comment and findings for the criteria are below;

1. The best interest of the City by disconnecting the subject property/territory will not be prejudiced as there is no specific need for the property to be in the City and will not create any negative effect for the city.
2. The land is not and will not be urbanized due to its topography and location.
3. Integration of this property with the necessities of the City is not reasonable.
4. Provision of urban services will prove very difficult and costly and are not reasonable.
5. A hardship or impairment to either Gilpin County or any special district will not result with an approval of the disconnection.

*(b) The disconnection ordinance shall specify that the zoning placed on the territory by the City remains in force and effect after disconnection unless and until changed by the County.*
Staff comment: The ordinance will include a provision that the ECP – Environmental Character Preservation zoning will be in place unless or until changed by Gilpin County.

(c) Immediately upon adoption of a disconnection ordinance, the City Clerk shall file with the Gilpin County Clerk and Recorder two certified copies of the disconnection ordinance. The County Clerk and Recorder shall file the second certified copy with the division of local government in the Department of Local Affairs, as provided by section 24-32-109, C.R.S.

Staff comment: The City Clerk will file the necessary documentation with the Gilpin County Clerk and Recorder and the Colorado Department of Local Affairs.

(d) Disconnected territory is not thereby exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits that remains unpaid and for the payment of which said territory could be lawfully taxed. The County Treasurer shall pay over to the City all moneys collected by or on account of such tax, to be applied only to the payment of such indebtedness.

Staff comment: The City of Black Hawk staff will coordinate with Gilpin County that the City is provided its attributable share due for taxes for 2017.

STAFF COMMENTS AND FINDINGS:
The Disconnection process defines several criteria which must be met in order for the disconnection to be approved by City Council. Those criteria are:

1.) Previously platted - No property may be disconnected if it has been platted into lots or blocks unless such lots or blocks have been vacated by the City Council.

   Staff Finding: The property proposed for disconnection has not been platted into lots or blocks.

2.) Taxes – All taxes lawfully due at the time of filling of the petition, have been fully paid.

   Staff Finding: Payment of City taxes have been paid in full and are current.

3.) Interest of City – The best interests of the City will not be prejudiced by the disconnection of such territory.

   Staff Findings: The City Council has previously found (May 10, 2017 meeting and approval of Resolution 37-2017) that disconnection would be in the best interest of the City.

4.) Not Urban – The territory is not urban and cannot, in the foreseeable future, be urbanized.

   Staff Findings: The territory is currently not urban and is highly unlikely to accommodate urban level land uses in the foreseeable future.
5.) Reasonable Integration – the territory cannot be reasonably integrated within the City.

**Staff Findings:** It is not reasonable to anticipate the effective integration of the Arends property within the City.

6.) Urban Services – Urban services cannot be reasonably extended to serve the territory.

**Staff Findings:** Urban level services have not been, and cannot be reasonably extended to the property.

7.) No Hardship – Disconnection will not create a hardship or impairment to Gilpin County or any special district.

**Staff Findings:** Gilpin County and surrounding special districts have been notified of the requested Disconnection petition through formal referral notification. Staff has not received any comments suggesting that these jurisdictions will experience a hardship or impairment from disconnecting the Arends property.

**Referral Comments**

The Arends Disconnection petition has been referred for comment to the following list of interested departments and agencies. Their comments, if any, have been noted.

<table>
<thead>
<tr>
<th>Department or Agency</th>
<th>Responded</th>
<th>Response Provided</th>
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<tbody>
<tr>
<td>Black Hawk Community Planning – Cindy Linker</td>
<td>Yes</td>
<td>“No comments”</td>
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<td>Black Hawk Fire Dept. – Donald Taylor</td>
<td>No</td>
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<tr>
<td>Black Hawk Fire Dept. – Brad Krichau</td>
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<td>Black Hawk Police Dept. – Stephen Cole</td>
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<td>Black Hawk Public Works Dept. – Tom Isbester</td>
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<td>“No comments”</td>
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<td>Black Hawk Public Works Dept. – James Ford</td>
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<tr>
<td>Black Hawk/Central City Sanitation District – Lynn Hillary</td>
<td>No</td>
<td></td>
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<tr>
<td>City Surveyor – CCS Consulting, Inc. – Doug Lancaster</td>
<td>Yes</td>
<td>Legal description must contain a basis of bearing statement. Need to add preamble statement that property is located within City boundary with BK &amp; Pg. – RESOLVED*</td>
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</table>
**Referral Comment Resolution**

**Legal Description**

The applicant’s surveyor has revised the legal description of the parcels to reflect the revisions requested by the City Surveyor, Doug Lancaster. Specifically, the surveyor added:

As of May 24, 2017 the parcel hereon described is located within the Black Hawk City Boundary as described on Book 557 Pages 117-120 Gilpin County Clerk and Recorder.

And

The Basis of Bearing for this description is a line defined by the E1/16 Corner common to Sections 6 and 7 which is a 3.25” aluminum BLM Cadastral Survey cap dated 1979 and a #5 bar in stone mound which bears S 01°50’38” E a distance of 330.06feet.

**Staff Findings:** The addition of these statements to the legal description resolve the City Surveyor’s concerns.

<table>
<thead>
<tr>
<th>Review/Review – SAFEbuilt</th>
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<tbody>
<tr>
<td>Building Review – SAFEbuilt – Dan Wester</td>
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<td>Building Review – SAFEbuilt – Chuck White</td>
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<td>Transportation Review – Stolfus &amp; Assoc., Inc. – Elizabeth Stolfus</td>
<td>Yes – Jenna Frye</td>
</tr>
<tr>
<td>Historic Review – Three Gables Preservation – Deon Wolfenbarger</td>
<td>No</td>
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<tr>
<td>Century Link – Dan Lewis</td>
<td>Yes</td>
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<tr>
<td>Xcel Energy – Kelly Fries</td>
<td>Yes</td>
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<tr>
<td>Silver Dollar Metro. District – Lynette Hailey</td>
<td>No</td>
</tr>
<tr>
<td>Gilpin County – Tony Petersen</td>
<td>No</td>
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<tr>
<td>Central City - Ray Rears</td>
<td>No</td>
</tr>
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</table>
In summary, **Staff has the following recommendations:**

Staff recommends that a **Petition for Disconnection** be APPROVED, subject to the following conditions:

A.) That the ECP – Environmental Character Preservation zoning placed upon the territory by the City will remain in effect until changed by Gilpin County.

B.) That the Disconnected territory is not exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits that remains unpaid and for the payment of which said territory could be lawfully taxed. The County Treasurer shall pay over to the City all moneys collected by or on account of such tax, to be applied only to the payment of such indebtedness.

**RECOMMENDATION:**

According to Ordinance #2017-6 Sec. 1-210(a)(2), A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance.

Staff recommends City Council consider an **ORDINANCE TO APPROVE CASE # P-17-15 - ARENDS DISCONNECTION PETITION INCLUDING THE FOLLOWING FIVE FINDINGS AND TWO AND CONDITIONS:**

**FINDINGS:**

1. The best interests of the City will not be prejudiced by the disconnection of such territory.
2. The territory is not urban and cannot, in the foreseeable future, be urbanized.
3. The territory cannot be reasonably integrated with the City.
4. Urban services cannot be reasonably extended to serve the territory.
5. Disconnection will not create a hardship or impairment to Gilpin County or any special district.

**CONDITIONS:**

A.) That the ECP – Environmental Character Preservation zoning placed upon the territory by the City will remain in effect until changed by Gilpin County.

B.) That the Disconnected territory is not exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits that remains unpaid and for the payment of which said territory could be lawfully taxed. The County Treasurer shall pay over to the City all moneys collected by or on account of such tax, to be applied only to the payment of such indebtedness.
**ATTACHMENTS:**

- Resolution #37-2017 & Disconnection Petition Application Package
- Property Boundary Illustrations
- Referral Agency Comments
- 1<sup>st</sup> Additional Submittal Materials (Closure Report, Warranty Deeds)
- 2<sup>nd</sup> Additional Submittal Materials (Rev Legal Description, Proof Taxes Paid)
Applicant’s Submittal
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 37-2017

TITLE:  A RESOLUTION ACCEPTING A PETITION FOR THE DISCONNECTION OF THE ARENDS PROPERTY FROM THE CITY OF BLACK HAWK, PRELIMINARILY APPROVING SAID DISCONNECTION, AND SETTING A PUBLIC HEARING FOR JUNE 14, 2017 CONCERNING SAID DISCONNECTION

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

Section 1. Based on the receipt of a Petition for Disconnection, and the acceptance thereof for the Arends property, as more particularly described in Exhibit A, said disconnection is preliminarily approved in accordance with Section 1-210 of the Black Hawk Municipal Code.

Section 2. A public hearing on said disconnection will be conducted on the 14th day of June, 2017, at 3:00 p.m., in the Council Chambers of the City of Black Hawk to determine if the property should be finally disconnected from the City.

RESOLVED AND PASSED this 10th day of May, 2017.

David D. Spellman, Mayor

ATTEST:

Michele A. Martin, Deputy City Clerk
SUBJECT: Arends Disconnection Petition (P-17-15).

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

MOTION TO APPROVE Resolution No. 37-2017, a Resolution accepting a petition for the disconnection of the Arends Property from the City of Black Hawk, preliminarily approving said disconnection, and setting a date certain of June 14, 2017 at a City Council Meeting for a hearing concerning said disconnection.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On April 25, 2017 the City of Black Hawk received a petition requesting the disconnection of the Arends property from the City of Black Hawk. The request involves the removal of the property from the corporate boundaries of the City of Black Hawk. The property is not located within a platted subdivision of Black Hawk. The property is not serviced by any City streets or public utilities. Once disconnected, the property will be subject to Gilpin County’s regulations and requirements.

Pursuant to Article XI, Chapter 1 of the City of Black Hawk Municipal Code (Ordinance 2017-6) recently approved by the City Council, a landowner may petition the City for disconnection of territory from the City of Black Hawk. The petition (if found complete) shall be reviewed at the next meeting of the City Council for preliminary approval, and a hearing date shall be set not less than thirty (30) days after such preliminary approval. Should the City Council accept the petition and preliminarily approve the disconnection, Staff recommends that the City Council set a date certain of June 14, 2017 for the hearing concerning a disconnection ordinance.

AGENDA DATE: May 10, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
Cynthia Linker, CP&D
Vincent Harris, AICP, Baseline Corporation
STAFF PERSON RESPONSIBLE: Resolution No. 37-2017
Applicant’s Disconnection Petition
Maps of existing and proposed city limits
[ ]Yes [ X ]No
[ X ]Yes [ ]N/A
DOCUMENTS ATTACHED: REVIEWED BY:

RECORD: [ ]Yes [ ]N/A
Cynthia Linker, CP&D Administrator
Vincent Harris, AICP, Baseline Corporation

SUBMITTED BY: REVIEWED BY:
4/28/2017
Jack D. Lewis, City Manager
Chapter 1 - Black Hawk Municipal Code - Article XI:

Sec. 1-210. Disconnection of territory from the City.

(a) Disconnection following property owner petition.

(1) Disconnection of territory from the City may only be accomplished for land upon or contiguous to a boundary of the City and with approval by the City Council pursuant to hearing. No property may be disconnected if it has been platted into lots or blocks unless such lots and blocks are vacated by the City Council. Upon receipt by the City Clerk of a petition for disconnection, the City Clerk shall refer the petition to the City Council for consideration at its next regular City Council meeting, provided such petition is submitted at least ten (10) days prior to such meeting. In the event that City Council gives preliminary approval of disconnection, a hearing shall be set not less than thirty (30) days after such preliminary approval.

(2) At the time of hearing, the City Council shall receive staff reports and comments from those in favor and against disconnection. A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance. Petitioners for disconnection shall pay all costs of disconnection, including, but not limited to, applicable election costs, if any, and the City’s professional fees.

(b) Disconnection following City initiated application.

(1) Disconnection of territory from the City may only be accomplished for land upon or contiguous to a boundary of the City and with approval by the City Council pursuant to a hearing. No property may be disconnected if it has been platted into lots or blocks unless such lots and blocks are vacated by the City Council. Upon receipt by the City Clerk of a city-initiated application for disconnection, the City Clerk shall refer the application to the City Council for its consideration at its next regular City Council meeting, provided such petition is submitted at least ten (10) days prior to such meeting. In the event that City Council gives preliminary approval of disconnection, a hearing shall be set not less than thirty (30) days after such preliminary approval.

(2) At least twenty days (20) days prior to the hearing, the City Clerk shall mail notice of the application and the hearing to all property owners of record and special districts within the area under consideration for disconnection and to Gilpin County. At least twenty days (20) days prior to the hearing, the City Clerk shall conspicuously post notice of the application and the hearing on the territory.

(3) At the time of hearing, the City Council shall receive staff reports and comments from any property owner, special district representative, County representative, or member of the public in favor of or against disconnection. A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance, and the disconnection ordinance shall specify that the zoning placed on the territory by the City remains in force and effect after disconnection unless and until changed by the County.
Sec. 1-211. Contents of petition or application. A petition or application for disconnection of territory shall contain the following:

(a) A legal description of the territory sought to be disconnected;

(b) A statement that the territory is located upon or adjacent to the border of the City;

(c) A statement that no part of the territory has been duly platted into lots and blocks or, if plating of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;

(d) A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid;

(e) A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.

Sec. 1-212. Disconnection by ordinance.

(a) To approve disconnection, whether by property owner petition or by City initiated application, City Council must find that all of the following conditions exist:

   (1) The best interests of the City will not be prejudiced by the disconnection of such territory.

   (2) The territory is not urban and cannot, in the foreseeable future, be urbanized.

   (3) The territory cannot be reasonably integrated with the City.

   (4) Urban services cannot be reasonably extended to serve the territory.

   (5) Disconnection will not create a hardship or impairment to Gilpin County or any special district.

(b) The disconnection ordinance shall specify that the zoning placed on the territory by the City remains in force and effect after disconnection unless and until changed by the County.

(c) Immediately upon adoption of a disconnection ordinance, the City Clerk shall file with the Gilpin County Clerk and Recorder two certified copies of the disconnection ordinance. The County Clerk and Recorder shall file the second certified copy with the division of local government in the Department of Local Affairs, as provided by section 24-32-109, C.R.S.

(d) Disconnected territory is not thereby exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits that remains unpaid and for the payment of which said territory could be lawfully taxed. The County Treasurer shall pay over to the City all moneys collected by or on account of such tax, to be applied only to the payment of such indebtedness.
City of Black Hawk  
Community Planning and Development  
211 Church Street  
P.O. Box 68  
Black Hawk, CO 80422  
Ph: 303-582-0615  Fax: 303-582-2239

DATE: April 25, 2017

APPLICANT NAME: Wesley & Shirley Arends
APPLICANT ADDRESS: 1326 Dory Hill Road, Black Hawk, CO 80422
APPLICANT MAILING ADDRESS: PO Box 649, Black Hawk, CO 80422
APPLICANT CONTACT NUMBER: 303-582-9444 / 303-582-9991
EMAIL ADDRESS: saar8888@hotmail.com

IF DIFFERENT FROM APPLICANT
PROPERTY OWNER NAME: _____________________________
PROPERTY OWNER MAILING ADDRESS: _____________________________
PROPERTY OWNER CONTACT NUMBER: _____________________________
EMAIL: _____________________________

ADDRESS/LOCATION OF PROPERTY TO BE DISCONNECTED: Parcel of land in Section 6 & 7, Township 3 South, Range 72 West
PRESENT ZONING: Black Hawk - ECP
CURRENT USE: Residential (Currently vacant land)
GILPIN COUNTY ASSESSOR'S I.D. NUMBER(S): Account #’s: R008024, R009944, R009945, N004132
EXISTING PROPERTY SIZE: 53  □ AC  OR  □ SF
LEGAL DESCRIPTION: (PROVIDE ON A SEPARATE SHEET AND ATTACH)

APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING
Section 16-370 of the Black Hawk Municipal Code establishes the requirement for an applicant to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications. Reference adopted fee schedule at www.cityofblackhawk.org. Direct questions to Community Planning and Development at cpd@cityofblackhawk.org.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:
I, as the applicant, hereby certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code, the adopted Black Hawk Fee Schedule and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

A complete submittal is must accompany application. Contact Community Planning and Development for submittal requirements.

SIGNATURE OF APPLICANT: Shirley Arends  DATE: 04/25/17

Rev. 2017-04-18
City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615  Fax: 303-582-2239

DO NOT WRITE BELOW THIS LINE
CONSULTANTS AND CITY STAFF REVIEW ONLY

Date submitted: 4-25-17
Date deemed complete: 4-25-17
Disconnection of 53.7 Acres of Land
Disconnection of 0.0 Acres of Right-of-Way
All Submittal attachments included? □ Yes □ No, additional paperwork needed (see below)

Notice to Property Owners/Posting of Notice on Territory Date:

City Council Preliminary Approval Date: 5-10-17  □ Approved □ Denied
City Council Public Hearing Date: 6-14-17  □ Approved □ Denied

REQUIRED SUBMITTAL DOCUMENTS
☐ 1. A legal description of the territory sought to be disconnected;
☐ 2. A statement that the territory is located upon or adjacent to the border of the City;
☐ 3. A statement that no part of the territory has been duly platted into lots and blocks or, if plating of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;
☐ 4. A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid as of the date of submittal of the Disconnection Application;
☐ 5. A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.

POTENTIAL SUBMITTAL DOCUMENTS REQUIRED IF SELECTED BY CONSULTANTS OR CITY STAFF
☐ 1. One legible copy (no faxed copies) of the recorded Warranty Deed(s), or other such recorded documents, reflecting current ownership and any recorded copies of all documents references within the Warranty Deed(s);
☐ 2. If the applicant is someone other than the current owner, a notarized letter of authorization empowering the applicant to act on behalf of the owner.
☐ 3. A title commitment guaranteeing clear title, including legible, recorded copies of all documents referenced within the title commitment by book and page or receipt number. The title commitment must have an "Effective date" no earlier than two weeks prior to the date of the Disconnection Application is submitted.
☐ 4. If the owner or lender is a corporation, a joint venture, or a partnership, an authorization of signatures (official verification that the signatures are authorized to sign up on behalf of the corporation, joint venture or partnership) will be required in the form:
   a. A copy of the Articles of Incorporation and/or Corporate Bylaws, or a copy of the Partnership or Operating agreement, which identifies by proper name and title those authorized to sign on the corporation, joint venture or partnership’s behalf, or
   b. A certified corporate resolution by the board of directors specifically identifying and authorizing the signatories.
☐ 5. A map showing the property to be disconnected.
☐ 6. One copy of the Traverse Closure Sheet(s) which include the external boundary and all internal lots, and street centerlines.
☐ 7. Other: Items 1, 5 & 6 are additional requirements that are needed.

Rev. 2017-04-18  4

REVIEW TO BE COMPLETED BY:
☐ City Manager
☐ City Attorney
☐ City Clerk
☐ City Surveyor – CCS Consulting
☐ Community Planning and Development
☐ Public Works
☐ Black Hawk Fire Department
☐ Black Hawk Police Department
☐ Black Hawk/Central City Sanitation District
☐ Baseline Corporation
☐ SAFEbuilt
April 25, 2017

Subject: Disconnection Application

To Whom It May Concern,

We would like to address the following items, as true and correct statements, to accompany our Application for Disconnection from the City of Black Hawk:

(a) The territory sought to be disconnected is located adjacent to the border of the City of Black Hawk.

(b) No part of the territory sought to be disconnected has been duly platted into lots and blocks.

(c) All taxes or assessments lawfully due upon the land sought to be disconnected have been fully paid.

(d) The City of Black Hawk has not maintained streets, lights, or any other public utilities through or adjoining the territory sought to be disconnected.

I hereby certify that the information stated above is accurate and complete.

Respectfully,

Shirley Arends

Email: saar8888@hotmail.com
303-582-9444 / 303-582-9991
Property Description Black Hawk City Disconnection Parcel

As of May 24, 2017 the parcel hereon described is located within the Black Hawk City Boundary as described on Book 557 Pages 117-120 Gilpin County Clerk and Recorder.

A parcel of land in Section 6 and Section 7, Township 3 South, Range 72 West of the 6th Principle Meridian, County of Gilpin, State of Colorado, more particularly described as follows:

The Basis of Bearing for this description is a line defined by the E1/16 Corner common to Sections 6 and 7 which is a 3.25” aluminum BLM Cadastral Survey cap dated 1979 and a #5 bar in stone mound which bears S 01°50’38” E a distance of 330.06feet.

BEGINNING at the South Quarter Corner of said Section 6, being 3.25inch Aluminum BLM Cap;
Thence S 88°12’24” W along the southerly line of said Section 6 a distance of 253.58feet to a #5bar and cap #LS22094;
Thence N 18°5’19” E along the easterly right-of-way of Dory Hill Road a distance of 82.29feet to a #4bar, cap #PLS27602;

Thence along the Silvercloud Lode the following three courses
  1) N 29°19’57” E a distance of 364.55feet to a #5bar and cap #LS22094;
  2) N 59°35’01” W a distance of 49.47feet to a #5bar and cap #LS22094;
  3) S 31°05’49” W a distance of 42.15feet to a #4bar and cap #LS25373;

Thence N 79°18’54” W a distance of 36.45feet to a #4bar, cap #PLS27602;

Thence N 14°01’46” E along the east right-of-Way of Dory Hill Road a distance of 87.68feet;

Thence S 72°46’33” E along the Black Hawk City Line as referenced in Book 557 Page 117 Gilpin County Clerk and Recorder a distance of 2863.73 feet;

Thence S 02°35’21” E along the easterly line of Section 7 a distance of 790.30feet to the North Sixteenth Corner common to Section 8 and Section 7, said Township 3 South, Range 72 West being 3.25inch Brass BLM Cap, 3.5 feet east of large mound of stone

Thence S 88°07’04” W along the East-West Sixteenth Line of said Section 7 a distance of 774.81 feet to a #4 bar and cap marked CCS PLS#26296;

Thence along the Champion Lode the following three courses:
  1) N 56°23’55” E a distance of 242.51 feet to a 3.25inch Aluminum BLM Cap;
  2) N 33°16’35” W a distance of 49.92 feet to a 3.25inch Aluminum BLM Cap;
  3) S 56°26’26” W a distance of 323.94 feet to a #4 bar, cap #PLS27602;

Thence S 88°07’04” W along said Sixteenth Line a distance of 325.31feet to a #4bar, cap #PLS27602;

Thence along the Hannington Lode the following two courses:
  1) N 17°54’07” E a distance of 148.25 feet to a #4bar, cap #PLS27602;
  2) N 73°25’22” W a distance of 754.98 feet to an original stone;

Thence along the Colorado Lode three courses:
  1) N 61°00’41” E a distance of 773.03feet to an original stone;
  2) N 25°08’00” W a distance of 150.48feet to an original stone;
  3) S 61°36’17” W a distance of 763.36feet to an original stone;

Thence along the Albert Lode two courses:
  1) N 42°49’41” E a distance of 199.07feet to an original stone;
  2) N 46°32’04” W an distance of 109.50feet to a #4bar, cap #PLS27602;
Thence along the Cape Cod Tunnel Lode two courses:
1) N 48°47'00" E a distance of 189.86 feet to a #4 bar, cap#PLS27602;
2) N 40°58'04" W a distance of 159.41 feet to an original stone;

Thence S 47°55'46" W a distance of 83.49 feet to a #4 bar, cap#PLS27602;
Thence S 59°28'46" W a distance of 808.87 feet to an original stone;
Thence N 30°20'44" W a distance of 74.46 feet to an original stone;
Thence N 01°01'02" W a distance of 86.30 feet to an original stone;
Thence S 43°24'52" E a distance of 68.67 feet to an original stone;

Thence along the American Eagle Lode three courses:
1) N 51°20'46" E a distance of 432.91 feet to an original stone;
2) N 38°31'10" W a distance of 150.00 feet to an original stone;
3) S 51°03'55" W a distance of 375.99 feet to a #5 bar;

Thence N 00°48'38" W a distance of 451.46 feet to the POINT OF BEGINNING;

Containing 53.7 Acres, more or less.
EXISTING CITY LIMITS

PORTIONS OF 4 PARCELS IN CITY OF BLACK HAWK TODAY.

Sources: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community.
Referral of Black Hawk Land Use Application

The Black Hawk Community Planning & Development Dept. has received the following items for review:

**Applicant:** Shirely Arens

**Case #:** P-17-15

**Project:** Arens Disconnection

**Location:** East of Dory Hill Road at northern City Limits

**Description of Request:**
Disconnect 53 acres from Black Hawk City Limits. Council is expected to approve a resolution on 5-10-17 setting a hearing date for final approval on 6-14-17. This is sent with all information received to date and referral comments are due Friday 5-12-17 by noon. One more referral notice will follow this referral notice with 3 requested additional items when provided.

**To:**
- Black Hawk City Attorney – Corey Hoffman
- Black Hawk Community Planning – Cindy Linker
- Black Hawk Fire Dept. – Donald Taylor
- Black Hawk Fire Dept. – Brad Krichau
- Black Hawk Fire Dept. – Rebecca Blond
- Black Hawk Police Dept. – Stephen Cole
- Black Hawk Public Works Dept. – Tom Isbester
- Black Hawk Public Works Dept. – James Ford
- Black Hawk/Central City Sanitation District – Lynn Hillary

**City Surveyor – CCS Consulting, Inc. – Doug Lancaster**
- Building Review – SAFEbuilt – Dan Wester
- Building Review – SAFEbuilt – Chuck White
- Transportation Review – Stolfs & Assoc., Inc. – Elizabeth Stolfs
- Historic Review – Three Gables Preservation – Deon Wolfenbarger
- Century Link – Daniel Haley
- Xcel Energy – Kelly Fries
- Silver Dollar Metro. District – Lynette Hailey
- Siltip County – Tony Petersen

**Please Reply By:** Noon 5-12-17
to:

**Contract Planner:** Baseline Corporation
1950 Ford Street
Golden, CO 80401

[Emails]
vince@baselinecorp.com or ethan@baselinecorp.com

The application is submitted to you for review and recommendation. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a positive response to the City. If you have any further questions regarding the application, please contact Baseline Corporation associated with the request.

☐ We have reviewed the request and find that it does / does not comply with our applicable regulations because:

☐ We have reviewed the request and find no conflicts with our interests.

☐ See attached letter.

**Signature**

[Signature]

**Date** 05.17.17

**Agency** CCS CONSULTANTS, INC.
Vincent Hooper, P.M.P
Baseline Corporation
1950 Ford Street
Golden, CO 80401

Re: Case# P-17-15, Arends Disconnection

Vincent,

The disconnection description must contain a basis of bearing statement and should contain a statement in the preamble that the parcel described is located within the Black Hawk City boundary as described in Book 557, Pages 117-120. The description provided closes mathematically.

May 17, 2017

[Signature]

CCS Consultants, Inc.
Douglas K. Lancaster, Senior Project Manager
Hi Vince,

We do not have any comments on this. Thank you!

Jenna Frye, PE
Transportation Engineer

Stolfus & Associates, Inc. | 5690 DTC Boulevard, Suite 560E | Greenwood Village, CO 80111
O: 303-221-2330 | C: 302-540-3262 | jenna@stolfusandassociates.com
www.stolfusandassociates.com

Vince Hooper

From: Jenna Frye <jenna@Stolfusandassociates.com>
Sent: Friday, May 12, 2017 11:40 AM
To: Vince Hooper
Cc: Matthew Brown
Subject: RE: Arends Disconnection Referral

Hi Vince,

We do not have any comments on this. Thank you!

Jenna Frye, PE
Transportation Engineer

Stolfus & Associates, Inc. | 5690 DTC Boulevard, Suite 560E | Greenwood Village, CO 80111
O: 303-221-2330 | C: 302-540-3262 | jenna@stolfusandassociates.com
www.stolfusandassociates.com

From: VInce Hooper [mailto:vince.hooper@baselinecorp.com]
Sent: Wednesday, May 3, 2017 8:45 AM
To: 'CYH@hpwclaw.com' <CYH@hpwclaw.com>; 'CLinker@cityofblackhawk.org' < CLinker@cityofblackhawk.org>; 'DTaylor@cityofblackhawk.org'; 'BKrichau@cityofblackhawk.org' <BKrichau@cityofblackhawk.org>
'DTaylor@cityofblackhawk.org'; 'rblondo@cityofblackhawk.org' <rblondo@cityofblackhawk.org>
'SCole@cityofblackhawk.org' < SCole@cityofblackhawk.org>; 'Tlsbester@cityofblackhawk.org' <Tlsbester@cityofblackhawk.org>
'DFord@cityofblackhawk.org' <DFord@cityofblackhawk.org>; 'lynn@bhccsd.com' <lynn@bhccsd.com>
'dlancaster@ccconsultantsinc.com' <dlancaster@ccconsultantsinc.com>; Elizabeth Stolfus
<elizabeth@Stolfusandassociates.com>; 'dweste@safebuilt.com' <dweste@safebuilt.com>; Janice Beecher
JBeecher@cityofblackhawk.org>; 'Daniel.Haley@CenturyLink.com' <Daniel.Haley@CenturyLink.com>
'kelli.fries@xcelenergy.com' <kelli.fries@xcelenergy.com>; 'lhailey@centurylink.net' <lhailey@centurylink.net>
'tpetersen@co.gilpin.co.us' <tpetersen@co.gilpin.co.us>
Cc: Vince Harris <vince@baselinecorp.com>
Subject: Arends Disconnection Referral

Please find attached a referral request for the Disconnection (de-annexation) of the Arends property from the City of Black Hawk. As noted in the Referral Notice, we have requested from the applicant a couple of additional submittal materials including a graphic of the legal description. Note that any comments that you have are due by noon on Friday May 12, 2017. If you have any question please call me.

Thank you,

Vincent Hooper, PMP

Referral of Black Hawk Land Use Application

The Black Hawk Community Planning & Development Dept. has received the following items for review:

**Applicant:** Shirely Arends

**Case #:** P-17-15

**Referral #** 1

**Project:** Arends Disconnection

**Location:** East of Dory Hill Road at northern City Limits

**Description of Request:**
Disconnect 53 acres from Black Hawk City Limits. Council is expected to approve a resolution on 5-10-17 setting a hearing date for final approval on 6-14-17. This is sent with all information received to date and referral comments are due Friday 5-12-17 by noon. One more referral notice will follow this referral notice with 3 requested additional items when provided.

**To:**
- Black Hawk City Attorney – Corey Hoffman
- Black Hawk Community Planning – Cindy Linker
- Black Hawk Fire Dept. – Donald Taylor
- Black Hawk Fire Dept. – Brad Kitchau
- Black Hawk Fire Dept. – Rebecca Blond
- Black Hawk Police Dept. – Stephen Cole
- Black Hawk Public Works Dept. – Tom Isbester
- Black Hawk Public Works Dept. – James Ford
- Black Hawk/Central City Sanitation District – Lynn Hillary

**To:**
- City Surveyor – CCS Consulting, Inc. – Doug Lancaster
- Building Review – SAFEnukt – Dan Wester
- Building Review – SAFEnukt – Chuck White
- Transportation Review – Stolfs & Assoc., Inc. – Elizabeth Stolfs
- Century Link – Daniel Haley
- Xcel Energy – Kelly Fries
- Silver Dollar Metro. District – Lynette Hailey
- Gilpin County – Tony Petersen

**Please Reply By:** Noon 5-12-17

**Contract Planner:** Baseline Corporation
1950 Ford Street
Golden, CO 80401
vince@baselinecorp.com or ethan@baselinecorp.com

The application is submitted to you for review and recommendation. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a positive response to the City. If you have any further questions regarding the application, please contact Baseline Corporation associated with the request.

☐ We have reviewed the request and find that it does / does not comply with our applicable regulations because:

☑ We have reviewed the request and find no conflicts with our interests.

☐ See attached letter.

**Signature** [Signature]

**Agency** Century Link

**Date** 5/3/17
From: Tom Isbester <TIsbester@cityofblackhawk.org>
Sent: Monday, May 08, 2017 10:36 AM
To: Vince Hooper; 'CYH@hpwclaw.com'; Cynthia Linker; Donald Taylor; Brad Krichau; Stephen N. Cole; James Ford; 'lynn@bhccsd.com'; 'dlancaster@ccsconsultantsinc.com'; 'elizabeth@stolfusandassociates.com'; 'dwester@safebuilt.com'; Janice Beecher; 'Daniel.Haley@CenturyLink.com'; 'kelli.fries@xcelenergy.com'; 'tpetersen@co.gilpin.co.us'; Rebecca L. Blondo; 'Dan.Lewis@CenturyLink.com'
Cc: Vince Harris
Subject: RE: Additional Submission Materials - Arends Diconnection Application

No comments from public works

Thomas Isbester
City of Black Hawk Public Works Director
987 Miners Mesa Road
P.O. Box 68
Black Hawk, CO 80422
303-582-1324

From: Vince Hooper [mailto:vince.hooper@baselinecorp.com]
Sent: Thursday, May 04, 2017 2:19 PM
To: 'CYH@hpwclaw.com'; Cynthia Linker; Donald Taylor; Brad Krichau; Stephen N. Cole; Tom Isbester; James Ford; 'lynn@bhccsd.com'; 'dlancaster@ccsconsultantsinc.com'; 'elizabeth@stolfusandassociates.com'; 'dwester@safebuilt.com'; Janice Beecher; 'Daniel.Haley@CenturyLink.com'; 'kelli.fries@xcelenergy.com'; 'tpetersen@co.gilpin.co.us'; Rebecca L. Blondo; 'Dan.Lewis@CenturyLink.com'
Cc: Vince Harris
Subject: Additional Submission Materials - Arends Diconnection Application

Please find attached the additional materials that we requested the Arends submit as part of their Disconnection Application. Please review this additional material and provide any comments that you have by noon on Friday May 12, 2017. If you have any question please call me.

Thank you,

Vincent Hooper, PMP

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the City of Black Hawk. Finally, the recipient should check this email and any attachments for the presence of viruses. The City of Black Hawk accepts no liability for any damage caused by any virus transmitted by this email.
Vince Hooper

From: Fries, Kelli R <Kelli.Fries@Xcelenergy.com>
Sent: Tuesday, May 09, 2017 7:08 AM
To: Vince Hooper; 'CYH@hpwclaw.com'; 'CLinker@cityofblackhawk.org'; 
'DTaylor@cityofblackhawk.org'; 'BKrichau@cityofblackhawk.org'; 
'SCole@cityofblackhawk.org'; 'TIsbester@cityofblackhawk.org'; 
'JFord@cityofblackhawk.org'; 'lynn@bhccsd.com'; 'dlancaster@ccsconsultantsinc.com'; 
'elizabeth@stolfusandassociates.com'; 'dwester@safebuilt.com'; 'Janice Beecher'; 
'Daniel.Haley@CenturyLink.com'; 'tpetersen@co.gilpin.co.us'; 
'rblondo@cityofblackhawk.org'; 'Dan.Lewis@CenturyLink.com'
Cc: Vince Harris
Subject: RE: Additional Submission Materials - Arends Disconnection Application

Xcel has no comments

From: Vince Hooper [mailto:vince.hooper@baselinecorp.com]
Sent: Thursday, May 04, 2017 2:19 PM
To: 'CYH@hpwclaw.com'; 'CLinker@cityofblackhawk.org'; 'DTaylor@cityofblackhawk.org'; 'BKrichau@cityofblackhawk.org'; 'SCole@cityofblackhawk.org'; 'TIsbester@cityofblackhawk.org'; 
'JFord@cityofblackhawk.org'; 'lynn@bhccsd.com'; 'dlancaster@ccsconsultantsinc.com'; 
'elizabeth@stolfusandassociates.com'; 'dwester@safebuilt.com'; 'Janice Beecher'; 'Daniel.Haley@CenturyLink.com'; Fries, Kelli R; 'tpetersen@co.gilpin.co.us'; 'rblondo@cityofblackhawk.org'; 'Dan.Lewis@CenturyLink.com'
Cc: Vince Harris
Subject: Additional Submission Materials - Arends Disconnection Application

XCEL ENERGY SECURITY NOTICE: This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please visit the Phishing page on XpressNET.

Please find attached the additional materials that we requested the Arends submit as part of their Disconnection Application. Please review this additional material and provide any comments that you have by noon on Friday May 12, 2017. If you have any question please call me.

Thank you,

Vincent Hooper, PMP


XCEL ENERGY SECURITY NOTICE: This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information
## Arends Closure Report

**Map Check**  
Mon Apr 24 12:44:19 2017

**BH Disconnection Parcel**

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<td>37-42</td>
<td>N 56°26'26&quot; E</td>
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<td>2865.37</td>
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<td>42-41</td>
<td>N 33°16'35&quot; W</td>
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<td>2907.10</td>
<td>12116.81</td>
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121-259  N 73°25'22" W  754.98  259   3073.82   10843.70   Fnd OStone chis
259-119  N 61°00'41" E  773.03  119   3448.45   11519.88   calc
119-3   N 25°08'00" W  150.48   3   3584.69   11455.97   #3stoneCO
3-8     S 61°36'17" W  763.36   8   3221.67   10784.46   flath&mound
8-260   N 42°49'41" E  199.07  260   3367.67   10919.78   fnd Stone
260-116 N 46°32'04" W  109.50  116   3443.00   10840.31   calc
116-117 N 48°47'00" E  189.86  117   3568.10   10983.12   calc
117-7   N 40°58'04" W  159.41   7   3688.47   10878.61   fstone
7-102   S 47°55'46" W  83.49  102   3632.52   10816.63   calc
102-193 S 51°20'46" W  432.91   4   3592.80   10465.96   fstnchiseld4
193-196 N 51°20'46" W  74.46  196   3286.00   10082.22   chis2or3
196-263 N 01°01'02" W  86.30  263   3372.28   10080.69   calc
263-197 S 32°31'10" W  150.00  197   3710.16   10372.54   fstn&TeePost
197-4   N 51°03'55" W  375.99  195   3473.88   10080.07   #5bar
195-16  N 51°03'55" W  375.99  195   3473.88   10080.07   #5bar
16-3    S 51°03'55" W  375.99  195   3473.88   10080.07   #5bar
4-16    S 51°03'55" W  375.99  195   3473.88   10080.07   #5bar
16-195  S 51°03'55" W  375.99  195   3473.88   10080.07   #5bar
195-16  N 51°03'55" W  375.99  195   3473.88   10080.07   #5bar
Closure error distance> 0.00000000  Error Bearing> N 90°00'00" E
Closure Precision> 1 in 12066666634053.83  Total Distance Traversed> 12066.67
2338790.8 Sq. Feet
53.7 Acres
WARRANTY DEED

THIS DEED, Made this 21st day of September, 2007 between

Michael L. Vidler
of the County of Gilpin, in the State of Colorado, grantor, and

Wesley F. Arends and Shirley A. Arends
of the County of Douglas, in the State of Colorado, grantees:

WITNESSETH, that the grantor, for and in consideration of the sum of Two Hundred Eighty Thousand and 00/100 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), their heirs and assigns forever, to wit: in fee simple, the following described property:

TO HAVE AND TO HOLD the same, together with the appurtenances thereof appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estates, rights, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee(s), their heirs and assigns forever. And the grantor(s), for himself has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), their heirs and assigns, that at the time of the conveyance and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature or color.

EXCEPT FOR THOSE EXCEPTIONS REFERRED TO IN TITLE INSURANCE COMMITMENT NO. FG206-11745.G.3 ISSUED BY Clear Creek - Gilpin Abstract & Title AND EXCEPT TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY,

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons lawfully claiming the same in fee simple. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor(s) has executed this deed on the date set forth above.

Michael L. Vidler

State of Colorado

County of Clear Creek

My Commission expires

Notary Public

Warranty Deed to Joint Tenants
Doc Fee: $28.00
PORTIONS OF THE FOLLOWING PARCELS OF LAND IN SECTIONS 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., GENERALLY DESCRIBED AS THAT PART OF LOT 80 LYING EAST OF DORY HILL ROAD, AND PART OF LOTS 81 AND 83, ALL OF THE FORESAID LOTS BEING IN SECTION 6; AND PORTIONS OF LOT 85, BEING IN SECTION 7; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER OF SAID SECTION 6 AND SAID SECTION 7; THENCE S.88°10'39" W, A DISTANCE OF 253.42 FEET TO THE EASTERLY RIGHT OF WAY OF SAID DORY HILL ROAD; THENCE N.14°01'46" E, A DISTANCE OF 83.62 FEET TO INTERSECT WITH LINE 4-1 OF THE SILVER CLOUD LODE CLAIM NO. 98; THENCE N.30°09'00" E, A DISTANCE OF 363.57 FEET TO CORNER NO. 1 OF SAID CLAIM NO. 98; THENCE N.59°51'00" W, A DISTANCE OF 50.00 FEET TO CORNER NO. 2 OF SAID CLAIM NO. 98; THENCE S.30°09'00" W, A DISTANCE OF 190.58 FEET TO INTERSECT WITH SAID EASTERLY RIGHT OF WAY OF DORY HILL ROAD; THENCE N.14°01'46" E, A DISTANCE OF 381.26 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WHICH HAS A DELTA OF 26°03'50", A RADIUS OF 121.22 FEET AND A CHORD BEARING OF N.27°03'41" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.14 FEET; THENCE N.40°05'36" E, A DISTANCE OF 20.91 FEET TO A CURVE TO THE LEFT WHICH HAS A DELTA OF 76°27'50", A RADIUS OF 87.12 FEET AND A CHORD BEARING OF N.01°51'41" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 116.27 FEET; THENCE N.36° 22'14" W, A DISTANCE OF 26.70 FEET TO A CURVE TO THE RIGHT WHICH HAS A DELTA OF 53°30'09", A RADIUS OF 208.06 FEET AND A CHORD BEARING OF N.09°37'09" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 194.29 FEET; THENCE N.17°07'55" E, 53.09 FEET TO A NON-TANGENT CURVE TO THE LEFT WHICH HAS A DELTA OF 06°26'26", A RADIUS OF 280.22 FEET AND A CHORD BEARING OF N.13°54'46" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.50 FEET; THENCE LEAVING SAID RIGHT OF WAY OF DORY HILL ROAD, N.71°10'30" E, A DISTANCE OF 585.03 FEET, MORE OR LESS, TO THE 1/16TH LINE; THENCE N.87°43'16" E, ALONG SAID 1/16TH LINE, 2,088.30 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION 6; THENCE S.00°56'26" E, ALONG SAID EAST LINE OF SECTION 6, 470.81 FEET; THENCE S.89°10'50" W, 1,318.50 FEET; THENCE S.57°54'48" E, 250.35 FEET, MORE OR LESS, TO CORNER NO. 2 OF SAINT JOHN LODE, CLAIM NO. 12590; THENCE S.51°12'00" W, 1,500.00 FEET; THENCE S.50°57'19" W, 374.76 FEET, MORE OR LESS, TO THE N-S CENTERLINE OF SAID SECTION 7; THENCE N.00°14'56" W, 451.08 FEET TO SAID POINT OF BEGINNING,

TOGETHER WITH AND SUBJECT TO A 25 FOOT NON-EXCLUSIVE EASEMENT FOR UTILITIES AND INGRESS AND EGRESS FROM THE OLD DORY HILL ROAD; AND SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS ACROSS LOT 53, 54 AND 81, EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF BLACK HAWK BY WARRANTY DEED RECORDED MARCH 9, 1998, IN BOOK 636, PAGE 201, COUNTY OF GILPIN, STATE OF COLORADO.
WARRANTY DEED

THIS DEED, Made this 30 day of NOV., 2012 between

The Cullar Biggs Family Trust, Dated June 7, 2005, as to parcels A and B, and
Laura L. Biggs, as to Parcels C and D

of the County of GILPIN, in the State of Colorado, grantor, and

Wesley F. Arends and Shirley A. Arends

Whose legal address is P. O. Box 649 Black Hawk, CO 80422

of the County of Gilpin, in the State of Colorado, grantee:

WITNESSETH, that the grantor, for and in consideration of the sum of Two Hundred Fifty Thousand and 00/100
Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, the aforesaid tract of land in the following described manner:

TO HAVE AND TO HOLD the said premises above bargained and described, with appurtenances, unto the said grantees, their heirs and assigns forever. And the grantees, for the good and valuable consideration of the sum of Two Hundred Fifty Thousand and 00/100 Dollars, the receipt and sufficiency of which is hereby acknowledged, do hereby accept, agree and assent, to and with the grantor, their heirs and assigns, the same and all appurtenances, and grant, bargain and sell unto the said grantees, their heirs and assigns, forever.

EXCEPT FOR THOSE EXCEPTIONS REFERRED TO IN TITLE INSURANCE COMMITMENT NO. M397113-1371 ISSUED BY Massarese Title and Escrow, and EXCEPT FOR THE CURRENcy YEAR AND SUBSEQUENT YEARS, RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, ASSUMPTIONS, ESTATES AND RIGHTS-OF-WAY OF RECORD, IF ANY,

The grantor(s) shall and does WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons whatsoever claiming the same in any way thereto.

IN WITNESS WHEREOF the grantor(s) has executed this deed on the date set forth above.

The Cullar Biggs Family Trust, Dated June 7, 2005
BY:
Laura L. Biggs
State of Colorado (By)
County of Fremont

The foregoing instrument was acknowledged before me this 30 day of January, 2013, by Charles V. Cullar, as Trustee of The Cullar Biggs Family Trust, Dated June 7, 2005, as to parcels A and B and Laura L. Biggs, as to parcels C and D.

My Commission expires

Warrant deed to John Tensuns

Doc Fee: $25.00
Attached to and forming a part of Deed from The Cullar Biggs Family Trust, Dated June 7, 2005, as to parcels A and B, and Laura L. Biggs, as to Parcels C and D to Wesley F. Arends and Shirley A. Arends

Exhibit 'A'

Parcel A:
Portions of the following parcel of land in Sections 6 and 7, Township 3 South, Range 72 West of the 6th P.M., generally described as portions of Lots 81, 82, and 83, all in Section 6, and portions of Government Lot 85, being in Section 7, and all of the Saint John Lode, Mining Claim, and part of the Baltimore Lode Mining Claim, U.S. Survey 12590, lying in both Sections 6 and 7, and more particularly described follows:

Beginning at the quarter corner of said Section 6 and said Section 7; thence S. 00°14'56" E., 451.08 feet; thence N. 50°57'18" E., 374.76 feet to the True Point of Beginning; thence S. 38°42'15" E., 149.46 feet; thence S. 51°05'39" W., 430.81 feet; thence N. 43°32'08" W., 68.67 feet; thence S. 00°42'07" E., 86.43 feet; thence S. 30°40'29" E., 74.40 feet to Corner No. 4 of the Baltimore Lode, Survey No. 12590; thence N. 59°16'17" E., 808.12 feet; thence N. 48°46'45" E., 83.18 feet; thence S. 41°00'48" E., 109.86 feet; thence N. 89°12'41" E., 427.26 feet; thence N. 01°50'38" W., 330.06 feet to the East 1/16 corner of Section 6 and 7; thence N. 89°08'59" E., 1,293.49 feet to the Section corner common to Sections 5, 6, 7, and 8; thence N. 00°56'26" W., 840.0 feet; thence S. 89°10'50" W., 1,318.50 feet; thence S. 57°54'48" E., 250.35 feet more or less, to Corner No. 2 of the Saint John Lode, Survey No. 12590; thence S. 51°12'00" W., 1,500.00 feet to said True Point of Beginning;

Together with and subject to a 25 foot non-exclusive easement for ingress and egress from the Old Dory Hill Road, and subject to and together with non-exclusive easement for ingress and egress across Lots 53, 54, and 81, and utilities; and

Together with and subject to easement as granted to Laura L. Biggs by Michael L. Vidler, recorded in Book 580, Page 429;

Together with a non-exclusive easement for Access Road, described as follows:
A strip of land located in Section 6, Township 3 South, Range 72 West of the 6th Principal Meridian, described as follows:

Beginning at the intersection of the approximate center line of an existing road and the southwesterly line of Government Lot 56, said southwesterly line being also the northeasterly line of Survey No. 5026, Little Fanny Lode; thence running westerly, along said approximate centerline across said Government Lot No. 56, and a portion of the Lord Nelson No. 15630, 130 feet, more or less, to the right of way of the Dory Hill Road; said strip of land being 25 feet wide and 12.5 feet on each side of said centerline, Excepting from the Saint John Lode and the Baltimore Lode Mining Claims any portion in conflict with Survey No. 757, as excepted in U.S. Patent recorded in Book 136 at Page 101;
And Excepting any portion conveyed by Deed recorded in Book 393, Page 144, County of Gilpin, State of Colorado.
Parcel B:
Government Lot 83, except the North 330 feet thereof; Government Lot 82 and 90, all in Section 7, Township 3 South, Range 72 West if the 6th P.M.; Together with and subject to easement as granted to Laura L. Biggs by Douglas Ball and Caroline Ball, recorded August 17, 1993, in Book 548, Page 288; Together with and subject to a non-exclusive easement for ingress and egress as described in Warranty Deed recorded in Book 509, Page 342. Excepting any portion conveyed by Deed recorded in Book 393, Page 144, County of Gilpin, State of Colorado.

Parcel C:
Government Lots 86 and 92, Section 7, Township 3 South, Range 72 West of the 6th P.M., Excepting any portion conveyed by Deed recorded in Book 393, Page 144, County of Gilpin, State of Colorado.

Parcel D:
Government Lot 95, Section 7, Township 3 South, Range 72 West of the 6th P.M., County of Gilpin, State of Colorado.
WARRANTY DEED

THIS DEED, made this 11th day of June, 2014, between

Joshua M. Wolfe, formerly known as Joshua M. Brunton

of the County of Surry, in the State of North Carolina, grantor, and

Wesley F. Arends and Shirley A. Arends

Whose legal address is P.O. Box 649 Black Hawk, CO 80423

of the County of Gilpin, in the State of Colorado, grantee;

WITNESSETH, that the grantor, for and in consideration of the sum of Seven Thousand Five Hundred and 00/100 Dollars,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), their heirs and assigns forever, not in trust in common but in joint tenancy, all the real property, together with improvements, if any, situated, lying and being in the County of Gilpin and State of Colorado, described as follows:

The Chrysolite Lode Mining Claim, U. S. Mineral Survey No. 4942, as described in U. S. Patent recorded January 7, 1902, in Book 136, Page 85,

Excepting therefrom any portion embraced in the Northwest Quarter of Section 8, Township 3 South, Range 72 West of the 6th P.M., as excepted in said Patent, County of Gilpin, State of Colorado.

also known by street and number as Vacant Land Black Hawk, CO 80423

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and reversionary, rents, issues and profits thereof and all the same, right, title interest, claims and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee(s), their heirs and assigns forever. And the grantor(s), for himself/herself has granted, bargained, sold and conveyed, and by these presents does for himself, his heirs and personal representatives, covenant, grant, bargain, and agree to and with the grantee(s), their heirs and assigns, that at the time of the conveying and delivery of these presents, he is in good title of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, leases, taxes, assessment, encumbrances and incumbrances of whatever kind or nature whatsover, except and subject to:

General Taxes for the year 2014 and subsequent years; and those specific exceptions described by reference to recorded documents as reflected in the Title documents accepted by Grantor(s) in accordance with Section 8.1 (Record Title Matters) of the contact to buy and sell real estate relating to the above described real property; distribution utility easements (including, cable TV) those specifically described rights of third parties not shown by the public records of which Grantor(s) has actual knowledge and which were accepted by Grantor(s) in accordance with Section 8.2 (Off Record Title Matters) and Section 9 (Current Survey Review) of the Contact to Buy and Sell Real estate relating to the above described property inclusion of the Property within any special tax district; the benefits and burdens of any recorded declaration and party wall agreements, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness WHEREOF the grantor(s) has executed this deed on the date set forth above.

Joshua M. Wolfe, formerly known as Joshua M. Brunton

State of North Carolina

County of Surry

The foregoing instrument was acknowledged before me this 11th day of June, 2014, by Joshua M. Wolfe, formerly known as Joshua M. Brunton

My Commission expires 4/1/2018

Witnes my hand and official seal.

SHANNON N WALL

NOTARY PUBLIC

SURRY COUNTY

STATE OF NORTH CAROLINA
ARENDS PROPERTY MAP

REQUESTING DISCONNECTION OF PROPERTY OUTLINED IN RED
ARENDS PROPERTY MAP

REQUESTING DISCONNECTION OF PROPERTY OUTLINED IN RED
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Date of Payment: 04/27/2017

2016 Tax Payment Receipt # 0038024 R 001
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**2016 Tax Payment Receipt**

Schedule # 00945 B 001

**2017 Tax Payment Receipt**

Schedule # 197342 B 001
Real Estate TAX/NOTICE RECEIPT FOR GILPIN COUNTY

SCHEDULE # R 008024 2016

PROPERTY ADDRESS: 1

TAXABLE VALUE: $57,750.00 ACTUAL VALUE: $199,150.00 TAX DISTRICT: 051

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| TAX:                   | $1,495.32                                                |
| INTEREST:              | $0.00                                                   |
| FEE:                   | $0.00                                                   |
|                        |                                                        |
| TOTAL TAX & ASMTS.:    | $1,495.32                                               |
| UNPAID BALANCE:        | $0.00                                                   |

Select a payment option below.

Pay Full Amount

Paid
Real Estate TAX/NOTICE RECEIPT FOR GILPIN COUNTY

**SCHEDULE # R 009944 2016**

**PROPERTY ADDRESS:** DORY HILL RD 1338 2

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**Owners Name**

ARENDS WESLEY F & SHIRLEY A
PO BOX 649
BLACK HAWK CO 80422

**Legal Description**

S: 6 T: 3S R: 72W & S: 7 T: 3S R: 72W PARCEL OF
LAND DESC 388/241 MINE: BALTIMORE - 12590
ENTERPRISE MINE: SAINT JOHN - 12590 ENTERPRISE

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Select a payment option below.

Pay Full Amount

Paid
Real Estate TAX/NOTICE RECEIPT FOR GILPIN COUNTY

SCHEDULE # R 009945 2016

PROPERTY ADDRESS: DORY HILL RD 1340 2

TAXABLE VALUE: $81,460.00  ACTUAL VALUE: $280,910.00  TAX DISTRICT: 051

Owners Name
AREND WESLEY F & SHIRLEY A
PO BOX 649
BLACK HAWK CO 80422

Legal Description
$10.00 FEE ADDED IF TAX $250 OR LESS BECOMES DELINQUENT
S: 6 T: 3S R: 72W S: 7 T: 3S R: 72W PARCEL OF LAND
DESC 388/234 & BEING PART OF Subd: GOVT Lot: 054
AND:- Lot: 080 AND:- Lot: 081 AND:- Lot: 083 AND:-

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Select a payment option below.

Pay Full Amount

Paid
Real Estate TAX/NOTICE RECEIPT FOR GILPIN COUNTY

SCHEDULE # R N004132 2016

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Owners Name

ARENDS WESLEY F & SHIRLEY A
PO BOX 649
BLACK HAWK CO 80422

Legal Description

$10.00 FEE ADDED IF TAX $25 OR LESS BECOMES DELINQUENT
S: 7 T: 3S R: 72W MINE: CHRYOSOLITE - 4942 100%
3.99 ACRES ENTERPRISE

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TOTAL TAX & ASMTS.: $126.42

UNPAID BALANCE: $0.00

Select a payment option below.

Pay Full Amount

Paid
ARENDS PROPERTY MAP
REQUESTING DISCONNECTION OF PROPERTY OUTLINED IN RED
COUNCIL BILL 11
ORDINANCE 2017-11
AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB11
ORDINANCE NUMBER: 2017-11

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement between the City of Black Hawk and the State of Colorado acting by and through the Department of Transportation regarding the maintenance and operation of traffic signals on State Highway 119 within the City limits, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 14th day of June, 2017.

___________________________________
David D. Spellman, Mayor

ATTEST:

_________________________________
Melissa A. Greiner, City Clerk
SUBJECT: Approve Council Bill 2017-11, an Ordinance approving the IGA with CDOT for the maintenance and operation of the 5 traffic signals on Highway 119 within the City limits.

RECOMMENDATION: If City Council chooses to approve Council Bill 2017-11, the recommended motion is as follows: "Motion to approve Council Bill 2017-11, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk and the State of Colorado acting by and through the Department of Transportation."

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City has maintained and operated the 5 traffic signals on highway 119 within the City limits on behalf of CDOT for several years. CDOT pays the City $300/ signal/ month or $18,000/yr. This IGA is for a single year with an annual option to extend for a total of Five (5) years. The City contracts with WL for the maintenance of the signals.

FUNDING SOURCE: N/A 010-3101-431-33.15 Signal Maint/Repair

WORKSHOP DATE: June 14, 2017

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: June 30, 2022

DOCUMENTS ATTACHED: agreement

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director

Stephen N. Cole, Acting City Manager
CONTRACT

THIS AGREEMENT is entered into by and between the CITY OF BLACK HAWK (hereinafter called the “Local Agency”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).

RECITALS:

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: 2040, GL Account: 4541000010, and Cost Center: OISIG-010. (Contract Encumbrance Amount: $0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on State highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency’s jurisdiction and described in Exhibit A. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this Contract
2. This Contract
3. Exhibit A (Scope of Work and Rate Schedule)
4. Exhibit C (Option Letter)
5. Exhibit D (Encumbrance Letter).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2017, whichever is later. The term of this contract shall be for a term of FIVE (5) years. Provided, however, that the State’s financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and
to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.

C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in Exhibit A.

D. The Local Agency will provide Maintenance Services as described in Exhibit A, for a total maximum amount of $18,000.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of $90,000.00. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.

E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.

F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in Exhibit A.

B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on Exhibit A, in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The Parties shall have the option to add or delete, at any time during the term of this Agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in Exhibit A and therefore amend the Maintenance Services to be performed by the Local Agency under this Agreement. The State may amend Exhibit A by written notice to the Local Agency using an Option Letter substantially equivalent to Exhibit C.

D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in Exhibit A. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to Exhibit C, add such devices to this contract.

E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and
employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency’s action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State’s Region Director, Region HQ, 425 C Corporate Circle. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a “Notice to Proceed” to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State’s Transportation Region HQ and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State
CDOT Region: HQ
Brian Tennent, PE

If to the Local Agency
City of Black Hawk
Tom Isbester
Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment
Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the “allowable costs” of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegatee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter
   a. The State may increase/decrease the quantity of goods/services described in Exhibit A at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to Exhibit C.
   b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to Exhibit C, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter
   The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to Exhibit D. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer’s decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other “maintenance services” on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Statewide Contract Management System
If the maximum amount payable to Local Agency under this contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this §Statewide Contract Management System applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Local Agency’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency’s performance shall be part of the normal contract administration process and Local Agency’s performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to, quality, cost and timeliness. Collection of information relevant to the performance of Local Agency’s obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

Section 22. Special Provisions

These Special Provisions apply to all contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be
valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.
Section 23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency’s behalf and acknowledge that the State is relying on their representations to that effect.

<table>
<thead>
<tr>
<th>THE LOCAL AGENCY</th>
<th>STATE OF COLORADO</th>
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<tbody>
<tr>
<td>CITY OF BLACK HAWK</td>
<td>John W. Hickenlooper</td>
</tr>
<tr>
<td>Name: ___________________________</td>
<td>Department of Transportation</td>
</tr>
<tr>
<td>(print name)</td>
<td>By: ___________________________</td>
</tr>
<tr>
<td>Title: ___________________________</td>
<td>Joshua Laipply, P.E., Chief Engineer</td>
</tr>
<tr>
<td>(print title)</td>
<td>(For) Shailen P. Bhatt, Executive Director</td>
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<tr>
<td>*Signature</td>
<td>Date: ___________________________</td>
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2nd Local Agency Signature if needed

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<tr>
<td>LEGAL REVIEW</td>
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<tr>
<td>Cynthia H. Coffman, Attorney General</td>
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<tr>
<td>Name: ___________________________</td>
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ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ___________________________ |
Colorado Department of Transportation |
Date: ___________________________ |
Exhibit A - Scope of Work and Rate Schedule

Traffic Signal Operations and Maintenance Services

A. CDOT Signals to be operated and maintained by City of Black Hawk

1. Highway 119 @ Main Street
2. Highway 119 @ Mill Street
3. Highway 119 @ Richman Street
4. Highway 119 @ Gregory Street
5. Highway 119 @ the Fire Signal

Also include all advanced warning beacons.

B. City of Black Hawk Responsibilities

1. All programming and operation of equipment associated with each traffic signal installation including but not limited to:
   a. Intersection controller
   b. Detection equipment
   c. Conflict monitor
   d. Communications equipment
   e. UPS/ battery backup equipment
   f. Opticom pre-emption equipment
   g. Luminaires

2. On-going signal timing and coordination updates. A minimum of three time of day weekday plans and a weekend plan will be in use. At a minimum, the City will perform an annual review of current operations.

3. Quarterly preventative maintenance actions. The following tasks shall be once per calendar quarter:
   a. Check for proper operation of controller/ coordination by observing call/ active display and front panel.
   b. Check proper operation of conflict monitor by removal of single load switch and ensure flashing operation begins.
   c. Check for proper detector operation on all actuated phases, including pedestrian push buttons.
   d. Check operation of UPS system by turning off power at service feed disconnect.
   e. Check operation of Opticom pre-emption system with the switches on each card.
   f. Check all vehicle and pedestrian heads for proper alignment and secure mounting.
   g. Check all regulatory, illuminated street name and pedestrian push button signs for proper alignment and secure mounting.
   h. Check cabinet fan, air filter, fluorescent lights, door hinges, and base caulking.
i. Check condition and accessibility of each pull box.

j. Check condition of each signal pole, including the presence of all hand hole covers and pole top and end caps.

4. Annual preventative maintenance actions. The following tasks are to be performed once per year. These annual preventative maintenance tasks may be performed simultaneously with one of the quarterly inspections.
   a. Voltage and current readings (24V dc, input line AC).
   b. Vacuum cabinet internals.
   c. Change door air filter.
   d. Perform full diagnostic test of conflict monitor with automated test equipment (Athens Technical Specialists, Inc., Model PCMT 2600 or equivalent).
   e. Load test each individual battery in PS system.
   f. Clean each video detection camera lens.
   g. Check pole and mast arm for visible damage/cracking.

5. Automated signal monitoring from a master traffic signal computer. This master computer will monitor the signal for operations errors, synchronize the controller time to WWV time, and will automatically page appropriate personnel if a failure of normal operation occurs.

6. Monthly payment XCEL electric supply to each traffic signal.

7. Routine signal repairs. Repairs of minor malfunctions will be started within two working days’ notice of any deficiency. Routine malfunctions typically would include but not be limited to:
   a. Failed LED signal faces.
   b. Detection equipment in a failed “on” state.
   c. Damaged or missing signal lens visors.
   d. Burned out luminaire bulbs/failed photo cells.

8. Emergency response and repairs. Repairs to major malfunctions shall be started within two working days’ notice of any deficiency. Major malfunctions typically would include but not be limited to:
   a. Signal in flashing operation.
   b. Signal dark with 110 signal faces illuminated, but power line available.
   c. Detection equipment in failed “off” state.
   d. Equipment on signal pole or mast arm in immediate danger of falling.
   e. Signal poles or cabinets that have been damaged beyond use.

9. Construction management of any new signals or signal rebuilds, if said signal is identified in Section A of this Exhibit.
10. Routine equipment upgrades such as new versions of controller or detector firmware, or equipment.

11. Perform located of underground equipment including traffic signal conduits, power feeds, or communications infrastructure.

C. CDOT Responsibilities

1. Payment to the City of Black Hawk a sum of per signal per month. Annual payments shall be based on five (5) intersections identified in Section A. To reduce invoice paperwork, and to coincide with the City’s and CDOT’s fiscal years, the City shall invoice CDOT twice annually: in December of each year, and in June of each year.

2. Payment for major rebuilds (in excess of) of traffic signals where deficiencies have been identified. Major rebuilds would typically be required in, but not limited to, circumstances where the signal is at risk of structural failure, or the cabinet can no longer reliably protect the intersection equipment from moisture, vandals, or pests.

3. Provide the City of Black Hawk with warranty and vendor information on all equipment, including LED signal faces.

4. Maintain owner’s insurance policy for each traffic signal.

5. Notify City of Black Hawk at 303-582-1324 when requests for locates are received.

6. Ongoing traffic operation responsibilities not associated with traffic signals such as maintenance of pavement markings and ground signs, pavement rehabilitation, pothole patching, snowplowing, etc.

LOCAL AGENCY RATE SCHEDULE

Five signals at $300 per signal per month: $1,500.00 per month
$1,500.00 per month x 12 months (Annual Encumbrance) $18,000.00 per year
Five year amount to be paid by the State to the City amount $90,000.00 maximum

The City of Black Hawk will bill CDOT $9,000.00 each December and each June for the five year term of this contract.
Exhibit B - Resolution

LOCAL AGENCY
ORDINANCE
OR
RESOLUTION
SAMPLE OPTION LETTER

Date:_____________________________ State Fiscal Year:_________ Option Letter No.________

SUBJECT: [Amount of goods/Level of service change]

In accordance with Paragraph(s)_______of contract routing number_______, [original Routing #],
between the State of Colorado Department of Transportation and [Local Agency name] covering the
period of [July 1, 20___ through June 30, 20___], the state hereby exercises the option for an additional
one year’s performance period at the cost/price specified in [Section, Paragraph or Exhibit], and a/an
[increase/decrease] in the amount of goods/services at the same rate(s) as specified in [Section, Paragraph
or Exhibit].

The amount of funds available and encumbered in this contract is [increased/decreased] by [$ amount of
change] to a new total funds available of [$__________] to satisfy services/goods ordered under the
contract for the current fiscal year, [FY____]. The first sentence in Paragraph ______ is hereby modified
accordingly. The total contract value to include all previous amendments, option letters, encumbrance
letters, etc… is [$__________________].

APPROVALS:

State of Colorado:
John W. Hickenlooper, Governor

By:_________________________________________ Date:_______________________
[for Executive Director, Colorado Department of Transportation]

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing
prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided
hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_________________________________________ Date:____________________
Department of Transportation

Exhibit C - Page 1 of 1
EXHIBIT D – ENCUMBRANCE LETTER

SAMPLE ENCUMBRANCE LETTER

<table>
<thead>
<tr>
<th>Date:</th>
<th>State Fiscal Year:</th>
<th>Encumbrance Letter No.</th>
<th>Routing #</th>
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1) Encumber fiscal year funding in the contract.

2) PROVISIONS: In accordance with Section(s) _____ of the original Contract routing number _____ between the State of Colorado, Department of Transportation, and [Contractor’s Name], covering the term [Insert Orig start date] through [Insert Current ending date], the State hereby encumbers funds for the goods/services specified in the contract for fiscal year _____.

The amount of the current Fiscal Year encumbrance is [$ amount of change] bringing the total actual encumbrance for the contract to [Insert New $ Amt] as consideration for services/goods ordered under the contract for the current fiscal year _____.

<table>
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<tr>
<th>Requisition #</th>
<th>CDOT Document #</th>
<th>Doc Line #</th>
<th>WBS or Fund Center #</th>
<th>Change Amount</th>
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The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is [Insert New $ Amt].

3) EFFECTIVE DATE. The effective date of this Encumbrance Letter is upon approval of the State Controller or July 1, 20_____, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Transportation
By: ____________________________________________
(For) Executive Director
Date: ______________________________

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STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
By: ____________________________________________
Department of Transportation
Date: ______________________________
RESOLUTION 41-2017
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR SITE WORK AND LANDSCAPING FOR THE PROPERTY LOCATED AT 130 CHASE STREET
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 41-2017

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR SITE WORK AND LANDSCAPING FOR THE PROPERTY LOCATED AT 130 CHASE 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 approve the Certificate of Appropriateness for site work and landscaping for the property located at 130 Chase Street, upon satisfaction of the following conditions:

A. The ratio of hardscape, gravel parking area and concrete walkways, is reduced as set forth in the recommendation of the Historic Preservation Commission, attached hereto as Exhibit A, and subject to approval by the City’s Historic Preservation Consultant and City Staff; and

B. The ratio of softscape, flowers, plants, shrubs, trees, is increased as set forth in the recommendation of the Historic Preservation Commission, attached hereto as Exhibit A, and subject to approval by the City’s Historic Preservation Consultant and City Staff.

RESOLVED AND PASSED this 14th day of June, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk
**EXHIBIT A**

- **Suggested Use of Softscape Elements:** (i.e., trees, shrubs, flower planters, etc.) These items complement the hardscape of concrete and gravel.

- **Suggested Fence and Gate Location:**

- **Suggested Natural Stone Pavers to Soften Landscape:**

- **Any Reduction to the Amount of Gravel Allows for a More Intimate and Residential Feel to the Property:**
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for site improvements at 130 Chase Street, located on property described in Exhibit A and generally located along Chase Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, June 14, 2017 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, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Michele G. Martin
Deputy City Clerk

EXHIBIT A

130 Chase Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 020 Lot: 002 AND:- Lot: 003 (E 24FT LT 2 & W 65FT LT 3) & IMPS
SUBJECT: Approval of a Certificate of Appropriateness (COA) for site work and landscaping at 130 Chase Street.

RECOMMENDATION: The Historic Preservation Commission recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE RESOLUTION 41-2017 for the Certificate of Appropriateness for site work and landscaping for the property located at 130 Chase Street, upon satisfaction of the following conditions:

1. The ratio of hardscape, gravel parking area and concrete walkways, is reduced as set forth in the recommendation of the Historic Preservation Commission, attached hereto as Exhibit A, and subject to approval by the City’s Historic Preservation Consultant and City Staff; and

2. The ratio of softscape, flowers, plants, shrubs, trees, is increased as set forth in the recommendation of the Historic Preservation Commission, attached hereto as Exhibit A, and subject to approval by the City’s Historic Preservation Consultant and City Staff.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The applicants, Derek and Dawn Blake, are requesting approval of a Certificate of Appropriateness (COA) for site work and landscaping at 130 Chase Street. The proposed site work and landscaping will be located on the historic site. Existing conditions consist of no sodded lawn, dirt parking area, no concrete walkways, and minimal fencing along the east side. The homeowner is requesting permission to make upgrades to the property by adding a large gravel parking area, concrete walkways, a sodded lawn, transplanting lilacs along the east fence, removing a section of side porch railing and altering the side porch stair orientation and enclosing any unfenced areas with woven wire fencing that resembles historic fencing historically found in the area. While the property has previously received City grants for rehabilitation, this project would not be grant-funded.

AGENDA DATE: June 14, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
[ ]Yes [ X ]No
Cynthia Linker, CP&D
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D Administrator
DOCUMENTS ATTACHED: Resolution 41-2017, Staff Report, Attachments
RECORD: [ ]Yes [ X ]No
[ ]Yes [ X ] N/A
REVIEWED BY: Cynthia Linker, CP&D Administrator
Stephen N. Cole, Acting City Manager
BACKGROUND
The applicants, Derek and Dawn Blake, are requesting approval of a Certificate of Appropriateness (COA) for site work and landscaping at 130 Chase Street. The proposed site work and landscaping will be located on the historic site. Existing conditions consist of no sodded lawn, dirt parking area, no concrete walkways, and minimal fencing along the east side. The homeowner is requesting permission to make upgrades to the property by adding a large gravel parking area, concrete walkways, a sodded lawn, transplanting lilacs along the east fence, removing a section of side porch railing and altering the side porch stair orientation and enclosing any unfenced areas with woven wire fencing that resembles historic fencing historically found in the area. While the property has previously received City grants for rehabilitation, this project would not be grant-funded.

The estimated date of construction for the house at 130 Chase is 1867. This property was first evaluated in 1986 when the National Park Service conducted a survey of historic resources in the communities of Black Hawk, Central City, and Nevadaville. In 1991, when Black Hawk was added to an expanded National Historic Landmark district, 130 Chase Street was counted as a “contributing” building to the historic district, meaning it had retained sufficient integrity to contribute to the historic character of the district. In 2010-2011, a re-survey and evaluation of the historic district found that the residence still retained its historic integrity, and was a “contributing” building in the National Historic Landmark district. As an additional historical note, Nathaniel P. Hill, a United States Senator from Colorado, was one of the most significant figures in Colorado and American mining history as a pioneer in the smelting industry that settled in Black Hawk and resided at 130 Chase Street.
The applicants are requesting approval of the following proposed work, which requires a Certificate of Appropriateness:

**APPLICANT SUBMITTAL - LAND USE APPLICATION WHICH INCLUDES THE FOLLOWING:**

1. **Gravel Parking Area (Attachment No. 1 / Photo No. 1)**
   a. ¾ inch gravel will be used to create parking areas along the east side of the property and the front of the house.

2. **Concrete Walkways (Attachment No. 1)**
   a. Front of house (from porch to driveway): 14’ long by 6’ wide (Photo No. 2).
   b. East side (from front gate to back porch): 16’ long by 4’ wide (Photo No. 3).
   c. East side (from front porch to side porch): 16’ long by 5.5’ wide (Photo No. 3).
   d. Front of back shed: 9’ long by 4’ wide (Photo No. 4).
   e. Back of house: 20’ long by 8’ wide (Photo No. 5).

3. **Grass Lawn (Attachment No. 1)**
   a. Sod will be placed along the west side of the property.

4. **Lilacs: (Attachment No. 1)**
   a. The existing lilacs at the residence will be thinned out and used as transplant along the east side fence. The lilac row along the fence will be approximately 3 feet wide.

5. **Woven Wire Fencing (Attachment No. 2)**
   a. The existing white picket fence will remain in place. A woven wire fence is proposed to enclose the remaining yard. The fence will run from the front gate along the east edge of the walkways approximately 28’. A gate will be placed across the walkway at the northeast corner of the home.

6. **Side Porch Stairs and Handrail (Photo No. 6)**
   a. The existing handrail will be removed and the stair will be relocated (rotated 90 degrees) on that side of the porch to access the walkways.
Front Porch and Yard
Side Yard and Side Porch
After a discussion of the application submittal of the site improvements, the relevant portions of the Black Hawk Municipal code will be reviewed, followed by an explanation of the existing conditions, proposed alterations, and evaluation of the proposal according to the relevant Black Hawk Municipal Code, City of Black Hawk Residential Design Guidelines and the Secretary of the Interior’s Standards and Guidelines for Rehabilitation.
REVIEW CRITERIA

Applicable City of Black Hawk Regulations:
Certificate of Appropriateness:

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16-368, City Council historic review process

Sec. 16-368. City Council historic review process. Any person seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City’s design standards.

16-368(3)(a). No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:

1. Construction of a new building, structure or improvement
2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
3. Demolition of any improvement;
4. Construction or erection of or addition to any improvement upon any land located within the City;
5. Excavation requiring an excavation permit.

16-368(3)(f): Criteria for determining appropriateness of erection, construction, reconstruction, alteration. In determining the appropriateness of work (other than demolition) as proposed in an application for a site development plan or a building permit, the Board of Aldermen shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant.
The applicant has submitted all required plans and elevations (see attached Land Use Application, Attachments 1 and 2 and Photographs 1 through 6).

2. Information presented at a public hearing held concerning the proposed work.
Findings and recommendations from Historic Preservation Commission will be presented to the Board of Aldermen at the Public Hearing scheduled for June 14, 2017.

3. The purpose of this Chapter.
The application received adequately describes the proposed work in order to determine the appropriateness of the proposed site work and landscaping.
4. **Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City.**  
   This property is located in the Historic Residential (HR) zoning district. The purpose of the HR zoning district is to promote the continuance of a single-family neighborhood that preserves the historic character, appearance and ensures that any new development is consistent with the historic appearance and character of the existing residences and neighborhood. All improvements shall be constructed and installed within the lot area as described in the Land Use Application.

5. **The historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City.**  
   The proposed work will be located entirely on the historic site and is consistent with work similarly located within the National Historic Landmark District.

6. **The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value.**  
   The historic house is a contributing building to the National Historic Landmark District. The HPC should review the proposed site alterations and evaluate their effect on the historic property’s continued eligibility in the District.

7. **The design standards for the City.**  
   The proposed structure has been reviewed against the City of Black Hawk Residential Design Guidelines for historic buildings. Sections 2 and 3 of the City of Black Hawk Residential Design Guidelines are the applicable sections along with the Secretary of Interior Standards.
Excerpt from:

City of Black Hawk Residential Design Guidelines

2. Site Design

3. Rehabilitation of Historic Structures

2.3 Fencing

2.3.1 Painted wood, wrought iron, picket, woven wire, rail or stone fences are appropriate in residential-type areas.

The existing white picket fence will remain in place. A woven wire fence is proposed to enclose the remaining yard. The fence will run from the front gate along the east edge of the walkways approximately 28’. A gate will be placed across the newly proposed walkways at the northeast corner of the home. The proposed fence material is appropriate according to the City of Black Hawk Residential Design Guidelines.

2.3.4. Fences shall be similar to those seen historically.

The style of the proposed new woven wire fence is similar to those seen historically.

Woven Wire Fencing
Discussion Questions:

1. Is the proposed woven wire fencing compatible with the District?
   
   *HPC Response: Yes, because it has been used throughout the District.*
2.5. **Landscaping**

2.5.1. Maintain established plantings on site.
2.5.2. Protect established vegetation near to any construction to avoid damage.
2.5.3. Incorporate plant materials in new landscape designs.

The publicly visible land is reclaimed with sod and plantings. Both grass and plant materials are being incorporated into a new landscape design. The proposed graveled parking area is larger than a normal driveway. Although the gravel is not a hardscape material like concrete, the proposed coverage is three quarters of the yard.

**Section Notes:**

---

**Discussion Questions:**

1. The proposed parking area is larger than a normal driveway. Does the quantity of proposed gravel material have a negative impact on the District?
   
   **HPC Response:** The size of the proposed gravel hardscape area could negatively impact the District.

2. Is there a compatible ratio between the proposed vegetation and gravel parking area?
   
   **HPC Response:** The hardscape to softscape ratio is not compatible. The gravel hardscape area is too large. Recommend the hardscape area be reduced and the softscape be increased to include trees, bushes, grass, flowers, or mulch to create a more compatible ratio.

3. Is there an even balance between the existing vegetation, proposed vegetation and gravel parking area?
   
   **HPC Response:** The balance proposed is disproportioned and is not consistence with the surrounding residential properties in the District.
Proposed Side Porch Alterations
Porches are one of the most important character-defining elements of a residence, particularly front porches. Their general characteristics should be preserved. This includes wood posts along with wood decking material.

3.6: Porches
3.6.1 Original porches should be preserved.
Original porch elements such as railings, balusters and columns should be preserved.

The application proposes to alter the side porch by removing the existing handrail and relocating the stairs (rotated 90 degrees) to access the new concrete walkways. There is no documentation on step orientation except for the Sanborn maps that indicate a side porch existed. Photo documentation from 2004 shows an enclosed mud room at the side porch location. At some point in time during or after 2004 the side porch was restored to the existing condition.
1886 Sanborn

1900 Sanborn Map

PORCHES
Discussion Question:

1. Will changing the orientation of the steps or removing the railing on the side porch, have a negative impact on the building or District?

   **HPC Response:** Photographic evidence indicates the side porch was recreated after 2004 and is newer construction. Changing the orientation of the steps or removing the railing on the side porch would not have a negative impact on the building or District. There is not photograph evidence of the original side porch.
Relevant Concrete Walkways Guidelines and Evaluation

Walkways are not covered by the City of Black Hawk Residential Design Guidelines. In these instances, the “Secretary of the Interior’s Standards and Guidelines for Rehabilitation” were used to evaluate the proposal.

Some exterior alterations to a historic building are generally needed to assure its continued use, but it is most important that such alterations do not radically change, obscure, or destroy character defining spaces, materials, features or finishes.

**Recommended:** Designing and construction of new additions to historic buildings when required by the new use. New work should be compatible with the historic character of the setting in terms of size, scale design, material, color, and texture.

**Not recommended:** Introducing new construction into historic districts that is visually incompatible or that destroys historic relationships within the setting.

The application proposes to add new concrete walkways.

**Section Notes:**

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**Discussion Question:**

1. Do the newly proposed concrete walkways (hardscape) have a negative impact on the historic character of the property or affect the overall District?

   **HPC Response:** The new concrete walkways do not have a negative impact on the historic character of the property or affect the overall District. The Commission does recommend replacing a section of the concrete walkway with stepping stones at front of side yard (see Exhibit A. The Commission also suggests adding a visually compatible color to the concrete.
**SUMMARY**
The Historic Preservation Commission (HPC) should evaluate the application, the comments in the report, testimony by the applicant, staff, and historic preservation consultant. Questions were provided at the end of select sections for a starting point for the HPC’s discussion. In addition to the questions at the end of the sections, the HPC could consider the following criteria and general questions:

1. Will the proposed project substantially improve the visual appearance of the neighborhood, streetscape, or this individual property?
   
   **HPC Response:** As proposed the visual appearance presents more of a commercial property instead of single-family residential.

2. Does the proposed project contribute to and enhance the overall character of the City of Black Hawk?
   
   **HPC Response:** The size of the gravel parking area does not contribute or enhance but distracts from the overall character of the historic residential district. The Commission recommends adding trees to replace those once existing and now removed.

3. Does the proposed project produce visible results?
   
   **HPC Response:** The size of the gravel parking area and lack of trees produces a commercial appearance instead of single-family residential.

4. Will portions of the proposed work be highly visible on the property?
   
   **HPC Response:** The majority of the project will be highly visible from the public right-of-way.

5. Will the proposed work promote preservation of the historic character of the City?
   
   **HPC Response:** As proposed the size of the gravel parking area and lack of vegetation does not promote the historic character of the residential district.

6. Do any of the proposed treatments negatively impact character-defining features of the site?
   
   **HPC Response:** As proposed the gravel parking area will have a negative impact on the site.

7. Does the HPC believe that, after the new site and landscaping improvements, 130 Chase Street will remain “contributing” to the historic character of the National Historic Landmark district? Why or why not?
   
   **HPC Response:** As proposed the size of the gravel parking area may impact the contributing status.

8. The Commission should discuss if there is sufficient evidence that the Certificate of Appropriateness application meets the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code, Sections 2 and 3 of the City of Black Hawk Residential Design Guidelines and the Secretary of Interior Standards.
   
   **HPC Response:** The Commission will propose a “Conditional Approval”.

At the conclusion of its discussion, the Historic Preservation Commission may recommend to the Board of Aldermen **approval**, **conditional approval**, or **denial** of the Certificate of Appropriateness application for 130 Chase Street as submitted and included in this staff report. If the HPC determines that a recommendation for conditional approval is appropriate, the discussion should focus on which elements should be included as conditions.
RECOMMENDATIONS:
The Historic Preservation Commission found that the proposal, as submitted, negatively impacts the Historic Landmark District.

The Historic Preservation Commission recommends the following motion to the Mayor and Board of Aldermen:
MOTION TO APPROVE RESOLUTION 41-2017 for the Certificate of Appropriateness for site work and landscaping for the property located at 130 Chase Street, upon satisfaction of the following conditions:

1. The ratio of hardscape, gravel parking area and concrete walkways, is reduced as set forth in the recommendation of the Historic Preservation Commission, attached hereto as Exhibit A, and subject to approval by the City’s Historic Preservation Consultant and City Staff; and

2. The ratio of softscape, flowers, plants, shrubs, trees, is increased as set forth in the recommendation of the Historic Preservation Commission, attached hereto as Exhibit A, and subject to approval by the City’s Historic Preservation Consultant and City Staff.

ATTACHMENTS
- HPC Recommendation – Exhibit A
- Cultural Resource Evaluation Form
- Applicant Submittal - Land Use Application with Attachments and Photographs
  - Gravel Driveway (Attachment No. 1 / Photo No. 1)
  - Concrete Walkways (Attachment No. 1)
  - Grass Lawn (Attachment No. 1)
  - Lilacs: (Attachment No. 1)
  - Woven Wire Fencing (Attachment No. 2)
  - Side Porch Stairs and Handrail (Photo No. 6)
  - Existing Conditions Photographs No. 1-6
HPC RECOMMENDATION – EXHIBIT A
EXHIBIT A

- Suggested fence and gate location
- Suggested use of softscape elements (i.e., trees, shrubs, flower planters, etc.) to complement the hardscape of concrete and gravel.
- Suggested natural stone pavers to soften landscape.

Any reduction to the amount of gravel allows for a more intimate and residential feel to the property.
CULTURAL RESOURCE EVALUATION FORM
1. Current Address: 130 Chase

2. Resource Number: 5GL.7.431

3. NHL Resource Number: B20-2

4. Resource Name: Nathaniel Hill Residence

5. Purpose of this current site visit (check as many as apply)
   - [x] Site is within a current project area
   - [ ] Resurvey
   - [x] Update of previous site form(s)
   - [ ] Surface collection
   - [ ] Testing to determine eligibility
   - [ ] Excavation
   - [ ] Other

6. Previous Recordings:
   - [x] 1986 National Park Service Survey
   - [ ] 1991 National Historic Landmark Nomination
   - [x] 1998 Re-survey
   - [x] 2004 Photo survey
   - [ ] Other:
   - [ ] Photograph
   - [x] Photograph
   - [x] Photograph
   - [x] Photograph


8. Additional historical background: Nathaniel P. Hill, a United States Senator from Colorado, was one of the most significant figures in Colorado and American mining history as a pioneer in the smelting industry. He was a professor of chemistry at Brown University when he visited Colorado in 1865 to investigate mineral resources. He spent a portion of 1865 and 1866 in Swansea, Wales and Freiburg, Saxony studying metallurgy. Hill settled in Black Hawk and organized the Boston & Colorado Smelting Company in 1867. After incorporating methods he studied in Wales, he perfected a method of smelting gold ore and built the first smelter in Colorado in 1868, which helped revitalize Black Hawk’s as well as Colorado’s mining industry through his complex, high-heat process which recovered gold, silver, and other metals from the area’s “refractory” subsurface ores. He was mayor of Black Hawk in 1871 and a member of the Territorial council in 1872 and 1873. By 1878, the plant had outgrown Black Hawk and Hill built a new plant at Argo, outside Denver. This house was likely built when he moved to Black Hawk in late 1860s. The house is visible in photographs from the 1870s, as are the spruce trees on the east side of the house; it can also be seen in the 1886 – 1900 Sanborn maps.

   Ca. 1867  Construction date  [ ] Estimate from 1986 NPS Survey  [x] New estimate

Sources of information:
Sanborn Maps
   - [x] 1886
   - [x] 1890
   - [x] 1895
   - [x] 1900
9. Changes to Location or Size Information: None

10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:
    Contributing X  Non contributing  Need data.

11. National Register - Individual Eligibility Assessment:
    Eligible X  Not eligible  Need data  As the only extant building in Black Hawk associated
    with Nathaniel Hill, this house may have been eligible under Criterion B. However, replacement
    windows affect integrity; a preliminary evaluation from the Colorado SHPO is recommended.

12. Is there National Register district potential? Yes X  No ___
    Discuss: This would be a contributing building to a potential district.

13. Local Designation - Individual Eligibility Assessment:
    Eligible X  Not eligible  Need data

14. Is there Local district potential? Yes X  No ___
    Discuss: This would be a contributing building to a potential district.

15. Photograph Types and Numbers: Digital, <.jpg> format. 130 Chase-1.JPG, 130 Chase-2.JPG


17. Recorder(s): Deon Wolfenbarger 18. Date(s): May 16, 2010

19. Recorder Affiliation: Three Gables Preservation

20. Attachments
    (check as many as apply)
    X Photographs
    ___ Site sketch map
    ___ U.S.G.S. map photocopy
    ___ Other

21. Official determination
    (OAHP USE ONLY)
    ___ Determined Eligible
    ___ Determined Not Eligible
    ___ Need Data
    ___ Nominated
    ___ Listed
    ___ Contributing to N.R. District
    ___ Not Contributing to N.R. Dist
Current Address: 130 Chase
Resource Number: 5GL.7.431
NHL Resource Number: B20-2

Current Photographs
Date: 09/25/2009 & 1/21/2010
2004 Photograph
Current Address: **130 Chase**
Resource Number: **5GL.7.431**
NHL Resource Number: **B20-2**

**Gilpin Assessor’s Photographs**

Historic photograph

Ca. 1870
Current Address: 130 Chase
Resource Number: 5GL.7.431
NHL Resource Number: B20-2

Historic photograph

Ca. 1942

1886 Sanborn Map

1900 Sanborn Map
APPLICANT SUBMITTAL

LAND USE APPLICATION WITH ATTACHMENTS AND PHOTOGRAPHS
City of Black Hawk  
Community Planning and Development  
211 Church Street  
P.O. Box 68  
Black Hawk, CO 80422  
Ph: 303-582-0615  
Fax: 303-582-2239

DATE: 4/21/2017  
APPLICANT NAME: Dawn Blake

APPLICANT ADDRESS: 130 Chase St

APPLICANT MAILING ADDRESS: PO Box 209 Black Hawk, CO 80422

APPLICANT CONTACT NUMBER: 720-269-4767  
EMAIL ADDRESS: dawnmomblow@yahoo.com

PROPERTY OWNER NAME: Derek Blake

PROPERTY OWNER ADDRESS: 130 Chase St

PROPERTY OWNER MAILING ADDRESS: PO Box 209 Black Hawk, CO 80422

PROPERTY OWNER CONTACT NUMBER: 303-601-6009  
EMAIL ADDRESS: dkb7960@gmail.com

PROJECT NAME: 130 Chase St Site Improvements

PROJECT ADDRESS: 130 Chase St

PROJECT DESCRIPTION: gravel driveway, new sidewalks, lawn improvements, rotate stairs, move handrail

IS PROPERTY WITHIN CITY LIMITS: YES ☐  NO ☐

PRESENT ZONING: historical residential  
CURRENT USE: residential

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): Block 20

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): Lot 2, Lot 3

GILPIN COUNTY ASSESSOR’S I.D. NO.(S): R003996  
EXISTING PROPERTY SIZE: 12,400 AC ☐  or SF ☐

(PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: 1819 SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: 1

APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANT TO PAY FEES TO COVER THE COSTS THE CITY MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT COMMUNITY PLANNING AND DEVELOPMENT FOR CLARIFICATION.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, hereby certify that to the best of my knowledge and believe, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code, the adopted Black Hawk Fee Schedule and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

A complete submittal is a minimum of five (5) hard copy sets and one electronic in PDF format must accompany application.

SIGNATURE OF APPLICANT:  
DATE: 4/21/2017

Rev. 2016-02-02  
2
130 Chase Street Site Improvements proposed for the Summer 2017

Summary of work to be done:
130 Chase Street currently has a dirt lawn and driveway. The homeowner, Derek Blake, is requesting permission to upgrade the property by adding a gravel driveway, concrete sidewalks, a lawn and transplanting lilacs along the east fence. The improvements will also include a historic wire fence to enclose the yard, and a slight movement of the side porch stairs and handrail.

A sketch of the proposed property improvement is attached as well as photographs to explain the improvements. The sketch was drawn on the site plan from 2008, so please ignore any other notes to the diagram that do not relate to this improvement.

Gravel Driveway: (see attachment #1, photo #1)
  ¾ inch gravel will be used to create a driveway along the east side of the property and the front of the house

Concrete Sidewalks: (see attachment #1)
  Front of the house [from porch to driveway]: 14’ long by 6’ wide (photo #2)
  East side [from front gate to back porch]: 16’ long by 4’ wide (photo #3)
  East side [from front porch to side porch]: 16’ long by 5.5’ wide (photo #3)
  Front of back shed: 9’ long by 4’ wide (photo #4)
  Back of house: 20’ long by 8’ wide (photo #5)

Grass Lawn: (see attachment #1)
  Sod will be placed along the west side of the property

Lilacs: (see attachment #1)
  The existing lilacs at the residence will be thinned out and used as transplants along the east side fence. The lilac row along the fence will be approximately 3 feet wide.

Wire fencing: (see attachment #1)
  The current white picket fence will remain in place. However, a wire fence will be used to enclose the yard. The fence will run from the front gate along the east edge of the sidewalk approximately 28’. A gate will be placed across the sidewalk at the northeast corner of the home. (see attachment #2 for type of fencing)
Side porch stairs and handrail: (photo #6)
The existing handrail will be removed and the stairs will be relocated on that side of the porch to access the sidewalks. (The stairs will be rotated 90 degrees.)

Questions from the Applicant and Homeowner

During the review process, we were hoping to get a jumpstart on the project to take advantage of the early summer months. Is it possible to transplant the lilacs before the C of A is approved? Or do we need this C of A to plant the lilacs on our property?
**Key**

- Concrete sidewalks
- Gravel driveway
- Lawn
- Lilacs
- New fence

**130 Chase Street**

2 Story Frame House

**Block 20**

**Approx Location of House Next Door**
Attachment #2: Type of Fencing to enclose the yard

2017 .160" 2015 .120"

[Diagram of fencing with dimensions]