RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. ADENDA CHANGES:

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

5. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: April 5, 2017 Regular Meeting

7. PUBLIC HEARINGS:

   A. Resolution 27-2017, A Resolution Conditionally Approving (1) a Certificate of Appropriateness for the Demolition of Remnant Walls, Building Structures, and Foundations; (2) a Variance from the Requirement to Construct a 10-Feet Wide Landscape Strip Pursuant to Sec. 16-282(h)(1); (3) a Certificate of Appropriateness for Excavation and Construction of Improvements Including a Parking Lot and Associated Slope Stabilization; and (4) the Site Development Plan for Construction of a Parking Lot

   B. Resolution 28-2017, A Resolution Approving the Minor Subdivision Plat Titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1

   C. CB6, An Ordinance Creating a New Article XI Within Chapter 1 of the Black Hawk Municipal Code, Creating a Process for Disconnecting Territory from the City

8. ACTION ITEMS:

   A. Resolution 29-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and Mark N.G. Hichar for the Paymaster Load

   B. Resolution 30-017, A Resolution Approving On-Call Service Agreements with Choice Electric Corporation and Encore Electric for Calendar Year 2017

   C. Resolution 31-2017, A Resolution Approving the Contract with Kaiser Permanente in the Estimated Amount of $906,060 for Health Insurance


   E. Resolution 33-2017, A Resolution Approving the Proposal from CIGNA for 2017-2019 Ancillary Coverage

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. CELEBRATING THE HISTORY OF THE CITY OF BLACK HAWK:

   Recognition of the 153rd Anniversary of the City of Black Hawk’s Corporate Seal

   A. Presentation by the Mayor
   B. Resolution 34-2017, A Special Resolution

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.
Fire Captain, and soon-to-be retiree, Kevin Martschinske and his wife Daisy rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, April 5, 2017, at 3:00 p.m. by Mayor Spellman.

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

Absent: Aldermen Johnson and Torres.

Staff present: City Attorney Hoffmann, City Manager Lewis, Finance Director Hillis, Public Works Director Isbester, Community Planning and Development Administrator Linker, Police Commander Jantz, Fire Chief Taylor, Fire Captain Martschinke, 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 said the agenda had been revised to move the announcement of Fire Captain Martschinke’s retirement from the City Manager’s section of the agenda to its own agenda item.

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. PRESENTATION: Retirement of Kevin Martschinske, Fire Captain
Mayor Spellman provided some Black Hawk history on Captain Martschinske. He said Captain Martschinske wrote the Fire Department’s first Standard Operating Procedures, he was the first training officer for the newly paid Fire Department, he was instrumental in writing the new Standard Operating Guidelines, which included Line of Duty Death and the Chaplain policies, and he is a member of the Colorado and National Chaplain Association. Mayor Spellman acknowledged that Captain Martschinske held the honor and distinction of being the first Chaplain since the Black Hawk Fire Department’s inception in the 1870s.

Mayor Spellman read the plaque to be presented to Captain Martschinske at his retirement party on Friday. The dates of his service to the City were from February 24, 2000 to April 7, 2017.

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

7. APPROVAL OF MINUTES: March 22, 2017
MOTION TO APPROVE
Alderman Bennett MOVED and was SECONDED by Alderman Armbright 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 introduced this item. He said the purpose of this ordinance is to authorize regulations for a combined marijuana and liquor social club. He said the club would be private, not public, so there would be no “open and public consumption” and there would be no sale, or allowance of a sale, or service of marijuana or alcohol; patrons would have to bring their own. Hoffmann added that the ordinance would be consistent with the Colorado Clean Indoor Air Act, in that there would be no indoor smoking.
PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB5, An Ordinance Creating a New Article XIX Within Chapter 6 of the Black Hawk Municipal Code, Creating a Permit System for Private Social Clubs open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

Jeffrey Gordon, of greater Gilpin County, spoke in support of the ordinance, but asked Council to consider a “smoke eater” or air exchanger to allow for indoor smoking and still be in compliance with the Clean Indoor Air Act.

City Attorney Hoffmann recommended approving the ordinance as is and to make an amendment later, if desired.

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Moates to Approve CB5, An Ordinance Creating a New Article XIX Within Chapter 6 of the Black Hawk Municipal Code, Creating a Permit System for Private Social Clubs.

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

9. ACTION ITEMS:

   A. Local Liquor Authority Consideration of a Request for a New Tavern Liquor License for JE Tavern, Inc. dba JE Tavern at the Gilpin at 111 Main Street, #A to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing

   Mayor Spellman read the title.

   City Attorney Hoffmann reminded Council that this was the first step for a new liquor license under the City’s Liquor Code. He said this new liquor license would compliment the common consumption area at the Gilpin Casino. Details were provided in the packet.

   MOTION TO APPROVE Alderman Moates MOVED and was SECONDED by Alderman Bennett to approve the request for a New Tavern Liquor License for JE Tavern at the Gilpin at 111 Main Street, #A and to set the Boundaries of the Neighborhood as the whole City of Black Hawk, and to set the public hearing date for May 10.

   MOTION PASSED There was no discussion and the motion PASSED unanimously.
B. Resolution 26-2017, A Resolution Approving the Temporary Construction Easement from Leon Pohl to the City of Black Hawk for the Property at 231 DuBois Street, and Repealing Resolution 23-2017

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained that this was simply a cleanup from the last meeting as there was an error on the report, which caused the resolution to be incorrect.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 26-2017, a Resolution Approving the Temporary Construction Easement from Leon Pohl to the City of Black Hawk for the Property at 231 DuBois Street, and Repealing Resolution 23-2017.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

10. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

11. CITY ATTORNEY:

City Attorney Hoffmann had nothing 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 and potential litigation.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to adjourn into Executive Session at 3:15 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 3:50 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 3:50 p.m.

____________________________
Michele Martin
Deputy City Clerk

____________________________
David D. Spellman
Mayor
RESOLUTION 27-2017

A RESOLUTION CONDITIONALLY APPROVING (1) A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF REMNANT WALLS, BUILDING STRUCTURES, AND FOUNDATIONS; (2) A VARIANCE FROM THE REQUIREMENT TO CONSTRUCT A 10-FEET WIDE LANDSCAPE STRIP PURSUANT TO SEC. 16-282(h)(1); (3) A CERTIFICATE OF APPROPRIATENESS FOR EXCAVATION AND CONSTRUCTION OF IMPROVEMENTS INCLUDING A PARKING LOT AND ASSOCIATED SLOPE STABILIZATION; AND (4) THE SITE DEVELOPMENT PLAN FOR CONSTRUCTION OF A PARKING LOT
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 27-2017

TITLE: A RESOLUTION CONDITIONALLY APPROVING (1) A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF REMNANT WALLS, BUILDING STRUCTURES, AND FOUNDATIONS; (2) A VARIANCE FROM THE REQUIREMENT TO CONSTRUCT A 10-FEET WIDE LANDSCAPE STRIP PURSUANT TO SEC. 16-282(h)(1); (3) A CERTIFICATE OF APPROPRIATENESS FOR EXCAVATION AND CONSTRUCTION OF IMPROVEMENTS INCLUDING A PARKING LOT AND ASSOCIATED SLOPE STABILIZATION; AND (4) THE SITE DEVELOPMENT PLAN FOR CONSTRUCTION OF A PARKING LOT

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

Section 1. The City Council conditionally approves the Certificate of Appropriateness for demolition of remnant walls, building structures, and foundations as follows:

A. All applicable public work, building and electrical permits must be obtained prior to beginning demolition;

B. A demolition permit(s) shall be obtained prior to beginning demolition;

C. Any State of Colorado demolition permits must be obtained prior to beginning demolition;

D. Any inspection and removal of asbestos that are required by the State of Colorado demolition permit must be obtained;

E. Disconnection of any gas and electric services associated with the existing structure must be accomplished;

F. All existing structures, buildings, and walls on the property shall be documented by the Applicant in a report, including photographs in accordance with the National Park Service HALS Guidelines. The report shall be reviewed and accepted by the City’s historic preservation consultant. The report shall be kept in the records of Community Planning and Development; and

G. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of a demolition permit. The Safety Plan shall be reviewed and be acceptable to the Community Planning and Development Department, Public Works Department, Fire Department, and SAFEbuilt (City consultant for Building Code compliance).
Section 2. The City Council conditionally approves the variance from the requirement to construct a 10-feet wide landscape strip pursuant to Sec. 16-282(h)(1) of the City of Black Hawk as follows:

A. The final landscape plan shall be amended to include additional trees and shrubs to be placed on both ends of the parking lot near to Main Street as required in Sec. 16-282 in a manner to be acceptable and approved by the Community Planning and Development and shown on the final site development plan; and

B. The maintenance obligation of the installed landscaping shall be borne by the Property Owner.

Section 3. The City Council conditionally approves the Certificate of Appropriateness for excavation and construction of improvements, including a parking lot and associated slope stabilization as follows:

A. No excavation shall occur without approval of a City of Black Hawk Excavation Permit;

B. All applicable building and electrical permits shall be obtained prior to construction;

C. Any Public Works permit, including, but not limited to, street closure and/or sidewalk closure permits shall be obtained prior to construction activities occurring;

D. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of any type of excavation permit;

E. A Blasting Permit shall be issued by the City of Black Hawk Fire Department if any blasting will occur on the property;

F. The rectangular rapid flash beacon at the proposed pedestrian crossing on Main Street shall be powered by hard-wired electrical service by the Applicant;

G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents;

H. The Applicant shall revise the slope stabilization plans so that exposed safety mesh is not utilized. Sculpted stained concrete facing shall extend from the top of the cut all the way down to the base of the excavation at ground level;

I. A complete materials board with colors and samples and sheets of all items (lights, rail, stone, etc.) to be used shall be provided to staff to ensure compliance with the City Council approval of the Certificate of Appropriateness; and
J. All proposed signage requires Certificate of Appropriateness and Sign Plan approval by City Council.

Section 4. The City Council conditionally approves the Site Development Plan ("SDP") for construction of a parking lot as follows:

A. The applicant shall submit a revised SDP set in accordance with the comments provided by Black Hawk staff and consultants. The Community Planning and Development Administrator, the Director of Public Works, and the Fire Department must issue letters of approval once all corrections have been made. All conditions included in the Certificate of Appropriateness by City Council shall be appropriately and correctly included. If staff and the applicant do not agree with any provisions to adhere to the conditions approved by City Council, then staff will schedule a final review of the submittal to a City Council agenda in advance of any permits or authorizations to work on the site;

B. The final SDP shall be signed with an approval line and kept in the records of the Community Planning and Development Department;

C. The final landscape plan shall be amended to include additional trees and shrubs as required in Section 16-282 of the Black Hawk Municipal Code to be approved by the Community Planning and Development Department;

D. All construction of the parking lot and related improvements shall match the final SDP, as approved by City Council and staff;

E. All applicable building and electrical permits must be obtained prior to construction.

F. Final public improvement construction plans and cost estimates shall be required prior to the issuance of a building permit or excavation permit and such plans shall include all specified improvements within the right-of-way as set forth in condition G below.

G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents.
RESOLVED AND PASSED this 19th day of April, 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 a request for a minor subdivision to vacate internal lot lines, a Certificate of Appropriateness to remove walls and structures, a Certificate of Appropriateness and Site Development Plan to construct a parking lot, and a variance from the zoning ordinance concerning landscaping all located on property described in Exhibit A and generally located north of Bobtail Street and south of Main Street, a.k.a. 245 Main Street, pursuant to the City of Black Hawk subdivision ordinance and zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, April 19, 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, CO 80422, or at such other time of place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

EXHIBIT A

LOT 1 AND LOT 2, BLOCK 1, DAKOTA BLACKHAWK SUBDIVISION FILING NO. 1, BEING LOCATED WITHIN SECTION 7, TOWNSHIP 3 S, RANGE 72 W OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Lodge Dakota Parking Lot: Certificate of Appropriateness for Demolition, Certificate of Appropriateness for Excavation & Construction, Site Development Plan, and Variance to Landscaping Standards (P-17-02)

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

MOTION TO APPROVE Resolution No. 27-2017, a resolution conditionally approving a Certificate of Appropriateness for demolition of remnant walls, structures, and foundations. The conditions are as follows:

A. All applicable public work, building and electrical permits must be obtained prior to beginning demolition;
B. A demolition permit(s) shall be obtained prior to beginning demolition;
C. Any State of Colorado demolition permits must be obtained prior to beginning demolition;
D. Any inspection and removal of asbestos that are required by the State of Colorado demolition permit must be obtained;
E. Disconnection of any gas and electric services associated with the existing structure must be accomplished;
F. All existing structures, buildings, and walls on the property shall be documented by the Applicant in a report, including photographs in accordance with the National Park Service HALS Guidelines. The report shall be reviewed and accepted by the City’s historic preservation consultant. The report shall be kept in the records of Community Planning and Development; and
G. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of a demolition permit. The Safety Plan shall be reviewed and be acceptable to the Community Planning and Development Department, Public Works Department, Fire Department, and SAFEbuilt (City consultant for Building Code compliance).

MOTION TO APPROVE Resolution No. 27-2017, a resolution conditionally approving a Variance from the requirement to construct a 10-feet wide landscape strip pursuant to Sec. 16-282(h)(1) of the COBH Municipal Code. The condition is as follows:

A. The final landscape plan shall be amended to include additional trees and shrubs to be placed on both ends of the parking lot near to Main Street as required in Sec. 16-282 in a manner to be acceptable and approved by the Community Planning and Development and shown on the final site development plan; and
B. The maintenance obligation of the installed landscaping shall be borne by the Property Owner.

MOTION TO APPROVE Resolution No. 27-2017, a resolution conditionally approving a Certificate of Appropriateness for excavation and construction of improvements including a parking lot and associated slope stabilization. The conditions are as follows:

A. No excavation shall occur without approval of a City of Black Hawk Excavation Permit;
B. All applicable building and electrical permits shall be obtained prior to construction;
C. Any Public Works permit, including, but not limited to, street closure and/or sidewalk closure permits shall be obtained prior to construction activities occurring;
D. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of any type of excavation permit;
E. A Blasting Permit shall be issued by the City of Black Hawk Fire Department if any blasting will occur on the property;
F. The rectangular rapid flash beacon at the proposed pedestrian crossing on Main Street shall be powered by hard-wired electrical service by the Applicant;
G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents;
H. The Applicant shall revise the slope stabilization plans so that exposed safety mesh is not utilized. Sculpted stained concrete facing shall extend from the top of the cut all the way down to the base of the excavation at ground level;
I. A complete materials board with colors and samples and sheets of all items (lights, rail, stone, etc.) to be used shall be provided to staff to ensure compliance with the City Council approval of the Certificate of Appropriateness; and
J. All proposed signage requires Certificate of Appropriateness and Sign Plan approval by City Council.
MOTION TO APPROVE Resolution No. 27-2017, a resolution conditionally approving a Site Development Plan for construction of a parking lot. The conditions are as follows:

A. The applicant shall submit a revised SDP set in accordance with the comments provided by Black Hawk staff and consultants. The Community Planning and Development Administrator, the Director of Public Works, and the Fire Department must issue letters of approval once all corrections have been made. All conditions included in the Certificate of Appropriateness by City Council shall be appropriately and correctly included. If staff and the applicant do not agree with any provisions to adhere to the conditions approved by City Council, then staff will schedule a final review of the submittal to a City Council agenda in advance of any permits or authorizations to work on the site;

B. The final SDP shall be signed with an approval line and kept in the records of the Community Planning and Development Department;

C. The final landscape plan shall be amended to include additional trees and shrubs as required in Section 16-282 of the Black Hawk Municipal Code to be approved by the Community Planning and Development Department;

D. All construction of the parking lot and related improvements shall match the final SDP, as approved by City Council and staff;

E. All applicable building and electrical permits must be obtained prior to construction.

F. Final public improvement construction plans and cost estimates shall be required prior to the issuance of a building permit or excavation permit and such plans shall include all specified improvements within the right-of-way as set forth in condition G below.

G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk has received an application from The Lodge Casino, LLC concerning its property located at 245 Main Street. The application (initially submitted January 13, 2017) concerns the demolition of existing structures, buildings, and walls, construction of a new parking lot, landscaping, and a reconstructed median and sidewalk along Main Street. The application submitted for review at this time is a Certificate of Appropriateness (COA) for demolition, a Certificate of Appropriateness for excavation of the hillside and construction of the new parking lot and retaining walls, and a Site Development Plan for the parking lot and grading. After submittal, it was determined that the applicant’s proposal would require the approval of a variance to the landscaping standards along Main Street.
Further approvals are required, which are outlined in the staff report and in staff’s proposed conditions of approval, prior to excavation and construction.

As of April 14, 2017 when this RFCA is being prepared, there is not a signed Subdivision/Site Improvement Agreement in hand. A copy of this proposed Agreement is to be provided to the applicant for their review and signature. Staff will update City Council via a memo and verbally at the City Council meeting if the applicant has or has not signed the agreement provided to them. In addition, at the City Council meeting, staff may recommend additional conditions be included for this case and the other related case for the Minor Subdivision for the property.

AGENDA DATE: April 19, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CPD
Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:
1. Staff Report
2. Land Development Application Form
3. Applicant’s Variance Request
4. Applicant’s Proposed Slope Stabilization Brochure
5. Certificate of Appropriateness Plan Set from Applicant
6. Site Development Plan set from the applicant
7. Public Improvement Plans (not yet approved)
8. Engineer’s Estimate

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

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker, CP&D
Jack D. Lewis, City Manager

4/14/2017

P-17-02 Dakota Parking Lot CoA, SDP RFCA
Page 4 of 4
BACKGROUND:
The City of Black Hawk has received an application from The Lodge Casino, LLC concerning its property located at 245 Main Street. The application (initially submitted January 13, 2017) concerns the demolition of existing structures, buildings, and walls, construction of a new parking lot, landscaping, and a reconstructed median and sidewalk along Main Street. The application submitted for review at this time is a Certificate of Appropriateness (COA) for demolition, a Certificate of Appropriateness for excavation of the hillside and construction of the new parking lot and retaining walls, and a Site Development Plan for the parking lot and grading. After submittal, it was determined that the applicant’s proposal would require the approval of a variance to the landscaping standards along Main Street.

This application was reviewed expeditiously and staff has needed to address many outstanding items in this staff report and recommendation with conditions of approval. We believe with the recommendations listed the City process and staff evaluation that the City Council may have questions on some issues and may need to ask questions of either the applicant or staff for clarification. Staff will do our best to outline in a presentation (including a Powerpoint show) at the City Council meeting the outstanding issues of concern.

As of April 14, 2017 when this Staff Report is being prepared, there is not a signed Subdivision/Site Improvement Agreement in hand. A copy of this proposed Agreement is to be provided to the applicant for their review and signature. Staff will update City Council via a memo and verbally at the City Council meeting if the applicant has or has not signed the agreement provided to them. In addition, at the City Council meeting, staff may recommend additional conditions be included for this case and the other related case for the Minor Subdivision for the property.

The property is currently platted as two lots – Lot 1 and Lot 2 of the Dakota Blackhawk Subdivision Filing No. 1. That subdivision plat was recorded in January 2007. A separate application has been submitted by the Lodge Casino to remove the lot line between the two lots. See other project related to subdivision.
The subject property is currently vacant with the following exceptions. There are rock walls and remnant foundations on the site and the demolition of these walls requires a COA be approved by City Council. There is also a conduit with a City fiber optic line (water department communication line) that crosses underground on a corner of the property on the west side.

Construction of the project will require excavation of a portion of the hillside between Bobtail Street and Main Street. A City of Black Hawk excavation permit will be required and a State of Colorado demolition permit will be required. At this time the applicant is seeking entitlements in the form of Certificates of Appropriateness and a Site Development Plan. The median in Main Street between the Lodge Casino and the proposed parking lot is proposed to be reconstructed to accommodate the proposed left turn movements into the new parking lot. Essentially the outside curb lines on both sides of Main Street will stay in their current configuration. Preliminary construction plans have been submitted by the applicant and final plans are required via a condition. A Development Agreement (DA) will be required which will more fully outline the responsibilities of the Lodge with respect to the public improvements and the proposed hillside excavation. This DA will come to City Council in the future when all needed documents are provided so that staff can create the DA for City Council review and approval. Again, a condition reflects this need.

The ultimate proposal is a 69 space parking lot with one new entrance point on Main Street. The parking lot is approximately 75 feet deep along the 445 feet long frontage south of Main Street. Municipal regulations (Sec. 16-282(h)) require a 10-foot wide landscape strip along Main Street. The applicant has requested a variance from this streetscape standard/requirement and in lieu intends to provide some landscaping at the east and west ends of the project if the variance is approved by City Council.

In summary, The Lodge Casino, LLC is requesting City Council approval of the following items:
- Certificate of Appropriateness for Demolition
- Certificate of Appropriateness for Excavation and Construction of Improvements
- Site Development Plan
- Variance to Main Street landscape/streetscape width requirements

Following are some excerpted diagrams and added photos to assist in understanding the proposed project.
Fig. 1 Existing Site Sidewalk and Foundation, Main Street Frontage

Fig. 2 Proposed Parking Lot Layout
Fig. 3 Proposed Screen Wall and Railing – behind Main St. sidewalk and in front of parking lot

Fig. 4 Applicant’s Proposed Slope Stabilization rendering
Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Municipal Code
Chapter 16 – Zoning

CERTIFICATES OF APPROPRIATENESS:

16-431. Demolition.
(a) No historic landmark may be demolished, in whole or in part, except in conformity with the requirements of this Article.

Staff comment: The structures are not known to be designated historic landmarks but are remnant walls and foundations and small buildings still existing on the hillside.

(b) No person shall demolish a historic landmark without first obtaining a COA from the Commission and the appropriate permit from the Building Official. Any requests for such demolition permits must be submitted to the Commission and shall be considered by the Commission at its next regularly scheduled meeting but, in any event, within thirty (30) days of submittal. Any application not considered by the Commission within thirty (30) days of submittal shall be deemed approved.

Staff comment: The structures are not historically designated, and historic preservation regulations are not directly applicable.

(c) Nothing contained herein shall prevent the demolition of any building or structure which the Building Official shall certify, in writing, to the Commission is required for the public health, safety or welfare because of an unsafe or dangerous condition.

Staff comment: The structures have not been deemed to pose a risk to public health, safety, or welfare.

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) Procedure to authorize the erection, construction, reconstruction, alterations to or demolition of improvements.

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;
   5. Excavation requiring an excavation permit.
Staff comment: The demolition of the existing structures requires a COA. The construction of the parking lot and the modifications to the hillside require a COA. The excavation of the hillside requires a COA.

16-368(3)(f): Criteria for determining appropriateness of proposed work. 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;
   Staff comment: The applicant has submitted plans detailing the proposed layout and access points for a new 69-space parking lot. Additionally, the applicant submitted details regarding the excavation of approximately one-half of the hillside between Main Street and Bobtail Street. The COA plans include a schematic of the proposed treatments and slope stabilization techniques on the hillside post-excavation. All applicable materials are included with this staff report. Due to file size, not all submittal items are included with this staff report. The applicant does still need to provide a materials board and sample colors as one has not been submitted to date of this staff report.

2. Information presented at a public hearing held concerning the proposed work;
   Staff comment: A representative of The Lodge Casino, LLC will provide additional information at the City Council meeting if needed.

3. The purpose of this Chapter;
   Staff comment: The purpose of this Chapter is to ensure that all development, and in this case, the excavation of a hillside and construction of a parking lot meets the Zoning Regulations & Design Guidelines of the City of Black Hawk. The property is zoned GOLD. The purpose of the GOLD zoning district is to recognize and encourage the sustained economic viability of the community by allowing gaming and entertainment and encouraging a complementary mix of restaurant and lodging accommodations in a manner which recognizes the continuing viability of the City as a destination resort community. The GOLD District development standards have been used in evaluating the project as well. Staff finds that the proposed parking lot can meet the zoning standards, except for the 10 foot wide streetscape standard, and some of the commercial design guidelines. See Staff Comments below for more explanation of staff’s concerns on this application.

4. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City;
   Staff comment: The applicants have and will continue to pay all necessary fees required by the ordinances of the City.

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;
   Staff comment: The proposed excavation and construction of a parking lot will match the historical and general design of the Main Street corridor. Staff’s concerns lie in the treatment of
the exposed hillside and the quantity of landscaping provided. See Staff Comments below for more explanation. The proposal can meet this criterion subject to the proposed conditions of approval.

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;
Staff comment: The proposed development can meet this criterion subject to the proposed conditions of approval.

7. The design standards for the City;
Staff comment: The proposed development does meet a majority of the City’s Commercial Design Guidelines pertaining to natural resources, topography and grade, surface parking lots, landscaping, and retaining walls. A further review of the Design Guidelines is provided below.

16-368(3)(g) [applicable only to demolitions]
8. Whether the improvement has been maintained as provided in this Chapter;
Staff comment: The structures proposed to be demolished consist of remnant walls, small buildings, and foundations. They do not appear to have been well-maintained.

9. Whether the preservation of the improvement is technologically and economically feasible.
Staff comment: The preservation of the improvements may be technologically and economically feasible, but the structures do not serve a purpose that furthers the goals of the GOLD district.

SITE DEVELOPMENT PLAN:

Sec. 16-362. Site development standards and procedures for establishing vested property rights.

16-362(b). General Requirements.
(1) Site development regulations shall apply to all areas within the City that are in accordance with at least one (1) of the following:
   a. All uses located within the following zone districts:
      CG - Core Gaming, MG - Millsite Gaming, TG - Transitional Gaming, HD - Hillside Development-Mixed Use [etc.]
      Staff comment: The GOLD zone district was adopted by Ordinance 2013-47 on October 23, 2013, replacing the subject property’s previous zoning of TG and HD.

   (6) No site development plan will be approved unless all components of the proposed development comply with the Black Hawk Zoning and Subdivision Ordinances and all other applicable ordinances.
   Staff comment: The SDP has been reviewed against the development standards in the GOLD zone district and other applicable sections of the Zoning Ordinance. The SDP can be approved, subject to conditions of approval, including the request for relief from the landscaping standards in Sec. 16-282(h).

   (8) No vested rights shall be created except by a site specific development plan approved by the Board of Aldermen. If the applicant wishes the approval of the site development plan to create
vested property rights pursuant to Article 68 of Title 24, C.R.S., the plan shall include a statement that it is being submitted for designation as a site specific development plan. Failure to include such statement or to comply with any other condition of this Chapter regarding site specific development plans shall result in no vested property rights being created by the approval of the site development plan. Notwithstanding anything herein to the contrary, vested property rights may be created by a development agreement between the City and the applicant or landowner.

Staff comment: The applicant has included the vested property rights statement on the cover of the site development plan.

Sec. 16-362(c). Application and site development plan submittal requirements.
Staff comment: Section 16-362(c) outlines the required submittal items that must accompany an application for a Site Development Plan. The submitted SDP contains all necessary items. Some documents are preliminary and staff recommends a condition of approval for submission of final documents, when necessary.

VARIANCE TO LANDSCAPING STANDARD:

ARTICLE XIII – Landscaping, Sec. 16-282. General Requirements.
(h) Landscape strips shall be established along all commercially zoned streets, between the public right-of-way and any buildings, parking lots, loading areas, storage areas or other improvements. The minimum requirements are:
(1) Adjacent to Highway 119: ten (10) feet wide (including the walkway); and any other commercial street: ten (10) feet.
Staff comment: A ten-foot wide landscape strip is required along Main Street. The applicant has requested a variance from this requirement.

(2) Trees shall be planted at the rate of one (1) tree per thirty-five (35) feet of lineal street frontage. A minimum of twenty-five percent (25%) of the required trees shall be mature and the remaining shall be a minimum size of fifteen (15) gallons.
Staff comment: Based on the street frontage of the land subject to this case - 13 street trees are required (445' of Main Street frontage). The applicant did not request relief from the requirement to install street trees. If the variance to eliminate the 10-foot landscape strip is approved, staff recommends that the required trees are planted on both ends (in proposed landscape areas) of the proposed parking lot property, in addition to trees required for the parking lot. All proposed trees shall be shown on the landscape plan. A condition to this requirement is included.

(3) Shrubbery with a minimum size of five (5) gallons shall be planted in appropriate numbers to complement the placement of trees, but in no case shall be less than three (3) shrubs per thirty-five (35) feet of lineal street frontage.
Staff comment: 38 shrubs are required. The applicant did not request relief from the requirement to install street shrubs. If the variance to eliminate the 10-foot landscape strip is approved, staff recommends that an appropriate amount of shrubs be planted on the ends of the property. All shrubs shall be shown on the landscape plan. A condition to this requirement is included.
(4) Clustering of trees and shrubbery shall be encouraged to accent focal points or landmarks and to provide variety to the streetscape. Contouring of the ground is encouraged.

Staff comment: Staff encourages the applicant to cluster trees and shrubs on the ends of the parking lot along the street frontage of the property, especially if the landscape strip is not required.

(j) Parking lot landscaping.
(1) A minimum of five percent (5%) of all parking lots shall be landscaped. Such landscaping may occur on the perimeter or on parking islands within the lot.

Staff comment: 1,175 square feet of on-site landscaping is required based on a total parking lot size of 23,493 square feet. The applicant is providing two new landscape areas along Main Street and additionally the back half of the site will remain as is which is heavily treed. The total provided landscaped area is 73,461 square feet and includes the south portion of the hillside to remain.

(2) A minimum of one (1) tree shall be provided for every twelve (12) parking spaces. A minimum of twenty-five percent (25%) of required trees shall be mature and the remaining shall be a minimum of fifteen (15) gallons in size.

Staff comment: 69 parking spaces are proposed which would require 6 trees within the parking lot. This is in addition to the 13 streetscape trees required by Sec. 16-282(h)(2). The latest submittal of the SDP indicates 6 new trees. However, the site is/will be heavily treed on the south half of the hillside. Staff suggests that required parking lot trees would not need to be provided since on site trees will continue to exist on the upper hillside behind the excavation.

(3) Any landscaped area used for vehicular overhang shall not be counted towards the required landscaping.

Staff comment: no area used for vehicular overhang is landscaped.

Evaluation of the requested Variance to Landscape Strip Requirement
The Lodge Casino, LLC is requesting a variance to Sec. 16-282(h)(1) - the requirement to construct a 10-feet wide landscape strip between the parking lot and Main Street.

Sec.16-366. Variances and appeals.
According to Section 16-366(2) of the City of Black Hawk Municipal Code, “requests for relief from the regulations and development standards of this Chapter 16 (Zoning) may be taken to the Board of Appeals (Board of Aldermen) when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding.”

In considering such requests the Board of Appeals needs to find that all of the following exist:
1. **Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant.**

   Staff comment: The terrain of the subject site dictates that excavation of a hillside for any future development. Requiring the a 10-feet wide landscape strip in addition to a 10-feet wide sidewalk would require the developer to excavate another 10 feet deeper into the site. According to the variance request submitted by the developer, this could add an additional cost of over $857,000. Staff suggests the intent of the 10 foot streetscape requirement is to have an aesthetically pleasing site for pedestrians and the public while near to the site. An alternative to relocate the required streetscape trees to both ends of the parking lot near to the street could be the best alternative in this case.

2. **The circumstances, causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance.**

   Staff comment: The circumstances are not necessarily created by the applicant. The existing terrain of the site is the natural state of the site. It is a very steep hillside and in order to develop the site significant dollars are necessary to make it ready for any use other than open space.

3. **The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted;**

   Staff comment: Greater profit would not necessarily result if the variance and interpretation is granted. While the applicant would not have to construct the landscape strip, they would have to excavate more hillside or reduce the number of parking stalls that are currently proposed. It would not seem reasonable to eliminate the southernmost entire row of parking stalls in order to accommodate on their site plan the 10 foot wide landscape strip along Main Street.

4. **The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;**

   Staff comment: The circumstances are particular to the property. However, there are other properties in the GOLD District that may have similar circumstances, but this is the first property to propose a standalone parking lot since the new GOLD district was added to the Zoning Ordinance. The GOLD district is meant to encourage gaming and hotel accommodations. The usual development application in the GOLD district is expected to propose buildings on such lands likely thru a Planned Development rezoning application. This scenario is not the case at hand here, so adherence to the ‘regular’ standards in the GOLD district are expected.

5. **The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater use as that allowed of other land or structures in the same zoning district;**

   Staff comment: The variance requested deviates from the existing City of Black Hawk regulations. City Council may determine that the variance is not the minimum deviation. Any landscape strip along Main Street in this case adjacent to a standalone parking lot and the applicant is proposing to have a wall and short iron rail on top to separate the parking lot
from Main Street views. Staff suggests that the 13 street trees should still be required to be planted elsewhere on the site, along the street on both ends of the parking lot.

6. The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;
   Staff comment: The proposed variance request to eliminate the 10-foot landscape strip will not injure the appropriate use of the adjacent property, nor will they impair an adequate supply of light and air, nor will it impair the view from adjacent properties if the wall and rail are constructed adjacent to the sidewalk, nor will it impair property values in the surrounding area.

7. The granting of the variance will be consistent with the spirit, purpose and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;
   Staff comment: The property to the west (Canyon Casino) has a similar rock wall and railing along its frontage. Allowing the Lodge Casino to not provide the requirement for the 10-feet wide landscape strip will not alter the character of the surrounding area if a similar wall and rail are provided on this site. Requiring the planting of the street trees is consistent with the spirit, purpose, and intent of the GOLD district and zoning standards.

8. The granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire; flood, traffic congestion or other hazard;
   Staff comment: Granting the variance will not diminish public safety nor increase the risk of fire, flood, traffic congestion, or other hazards. A pedestrian sidewalk is in place and will be reconstructed and continue to be maintained.

9. The granting of the variance is necessary to cause substantial justice to be done;
   Staff comment: The proposed variance is not absolutely necessary to cause substantial justice to be done. Other options may be available that do not require a variance but with the proposed wall and rail and providing the quantity of trees are in keeping with a desired neighborhood community character.

10. The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.
    Staff comment: Granting the variance will not increase the available buildable land on the site per se, because extensive excavation is required.

STAFF COMMENTS:
The Lodge Casino, LLC has submitted applications for certificates of appropriateness and a site development plan with plans to construct a 69-space parking lot on its property at 245 Main Street. The applications were processed through an expedited review process and comments were solicited from city departments and consultants and external review agencies. At this time, staff believes that the applications are sufficient for approval, subject to the lists of conditions of approval as proposed below.

Parking is a permitted principal use in the GOLD district. The proposed rock wall and black railing in between the parking lot and Main Street meet the Commercial Design Guidelines. Pedestrian flow will
be maintained along the existing sidewalk, and provision of a new mid-block crosswalk is proposed to allow pedestrians to cross Main Street at a designated location for their safety. The GOLD district does have development standards that encourage reducing disruption to the existing terrain. The currently proposed excavation does not flatten the entirety of the property for a surface parking lot, and a portion of hillside will remain below Bobtail Street.

City staff does have concerns with several items in the applications.

**Slope stabilization:**
The applicant is proposing to excavate a portion of the hillside to create developable area along Main Street. Excavation will expose soil and rock. The applicant’s COA materials indicate that the upper portion of the excavation will be covered with stained and sculpted concrete. The applicant has indicated a willingness to install sculpted concrete to create a higher quality appearance than past excavations in Black Hawk. The applicant’s materials indicate that the lower portion of the excavation will contain safety mesh and no sculpted concrete. The provision of mesh is not desired by staff as no building is proposed in front of the hillside cut to ‘hide’ the applicants proposed hillside cut.

The Commercial Design Guidelines contain direction on site design pertaining to alteration of hillside. Some selected guidance includes:

- **Minimize cuts and fills that would alter the perceived natural topography of the site.**
- **No slope created by new cuts or fills may exceed 3:1.**
- **Visually minimize the impact of any cuts with earth berms, rock forms, or stone retaining walls.**
- **Appropriate reclamation methods include plantings, concrete retaining walls faced with native stone or wood cribbing, and natural rock in stable condition.**
- **Using mesh or netting of any kind is an inappropriate reclamation method and may only be used as a temporary device to help establish vegetation, under the condition that it will be entirely obscured within 24 months.**
- **The uses of cementitious or plastic coverings, such as gunite, are appropriate only when they are finished to resemble the surrounding rock, and only if they are not visible from a public right-of-way.**
- **Where any existing rock retaining walls are removed, an equal amount of rock wall shall be constructed as part of the project.**

Staff suggests to allow the applicant’s proposed slope of 12:1 in lieu of 3:1 slope as long as a high quality sculpted concrete covering is placed over the entirety (top of cut to bottom of cut at grade) of the exposed hillside. Staff suggests that mesh should not be allowed as it is visually not aesthetically pleasing and that no building is proposed in front of the hillside cut. Following are photos of existing slope stabilization technique examples in the City of Black Hawk that have sculpted concrete or stacked rock walls affixed to the cut surface all the way to ground level.
Fig. 6 Desirable Sculpted Concrete and stacked rock wall at Clear Creek Commons
Fig. 7 Desirable stacked rock wall on Gregory Street

Fig. 8 Undesirable Shotcrete and Mesh at Canyon Casino Property
Fiber Conduit:
An existing City of Black Hawk fiber optic line crosses the Canyon Casino and Dakota properties. This system carries data used for the City’s water system. The applicant’s contractor should relocate this line in advance of any excavation. This will be reviewed further at the time of issuance of an excavation permit. A condition to this is included with the recommendation.

Solar powered beacon lights:
The proposed mid-block crosswalk across Main Street that will connect the parking lot to the Lodge Casino has warning signs. The warning sign is proposed to include a rectangular rapid flashing beacon (RRFB) to warn drivers of the presence of pedestrians in the crosswalk. Some of the submitted plans indicate that these beacons are proposed to be solar powered and some show them hard-wired. Given the potential for lack of sunlight and high winds damage, Public Works has indicated a desire for the electrical service to be hard wired. Existing Xcel Energy lines exist nearby that should be able to be tapped for electrical service. A condition to this is included with the recommendation.
**Landscape plan:**
The number of new trees required for the streetscape is 19 and the required number of new shrubs is 38. On the applicant’s conceptual landscape plan it appears to propose that a total of 6 trees and zero shrubs will be planted. While 19 trees and 38 shrubs may not fit in the two available landscape areas provided, they should be maximized to more than currently shown. Submittal and review of a final landscape plan, meeting all city standards, has been proposed a condition of approval. Landscape plans are required with site development plans as well as being maintained with watering.

**Pedestrian access route:**
The proposal creates a new pedestrian access route from a parking lot. Staff has noticed that there may be instances of ADA non-compliance along the pedestrian route as ADA standards and expectations have evolved over the years since the existing ramps were installed. The pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed in the final public improvement plans. (These improvements should be made regardless of ownership.)

In summary, **Staff has the following recommendations:**

Staff recommends that a **Certificate of Appropriateness** for demolition of remnant walls, building structures, and foundations be granted, subject to the following conditions:

A. All applicable public work, building and electrical permits must be obtained prior to beginning demolition;

B. A demolition permit(s) shall be obtained prior to beginning demolition;

C. Any State of Colorado demolition permits must be obtained prior to beginning demolition;

D. Any inspection and removal of asbestos that are required by the State of Colorado demolition permit must be obtained;

E. Disconnection of any gas and electric services associated with the existing structure must be accomplished;

F. All existing structures, buildings, and walls on the property shall be documented by the Applicant in a report, including photographs in accordance with the National Park Service HALS Guidelines. The report shall be reviewed and accepted by the City’s historic preservation consultant. The report shall be kept in the records of Community Planning and Development; and

G. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of a demolition permit. The Safety Plan shall be reviewed and be acceptable to the Community Planning and Development Department, Public Works Department, Fire Department, and SAFEbuilt (City consultant for Building Code compliance).
Staff recommends that a **Variance** from the requirement to construct a 10-feet wide landscape strip pursuant to Sec. 16-282(h)(1) of the COBH Municipal Code be granted, subject to the following condition:

A. The final landscape plan shall be amended to include additional trees and shrubs to be placed on both ends of the parking lot near to Main Street as required in Sec. 16-282 in a manner to be acceptable and approved by the Community Planning and Development and shown on the final site development plan; and

B. The maintenance obligation of the installed landscaping shall be borne by the Property Owner.

Staff recommends that a **Certificate of Appropriateness** for excavation and construction of improvements including a parking lot and associated slope stabilization be granted, subject to the following conditions to be completed prior to issuance of any City permit, authorization to work on site, or any activity proposed with the parking lot proposal:

A. No excavation shall occur without approval of a City of Black Hawk Excavation Permit;

B. All applicable building and electrical permits shall be obtained prior to construction;

C. Any Public Works permit, including, but not limited to, street closure and/or sidewalk closure permits shall be obtained prior to construction activities occurring;

D. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of any type of excavation permit;

E. A Blasting Permit shall be issued by the City of Black Hawk Fire Department if any blasting will occur on the property;

F. The rectangular rapid flash beacon at the proposed pedestrian crossing on Main Street shall be powered by hard-wired electrical service by the Applicant;

G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents;

H. The Applicant shall revise the slope stabilization plans so that exposed safety mesh is not utilized. Sculpted stained concrete facing shall extend from the top of the cut all the way down to the base of the excavation at ground level;

I. A complete materials board with colors and samples and sheets of all items (lights, rail, stone, etc.) to be used shall be provided to staff to ensure compliance with the City Council approval of the Certificate of Appropriateness; and
J. All proposed signage requires Certificate of Appropriateness and Sign Plan approval by City Council.

Staff recommends that a Site Development Plan for construction of a parking lot be approved, subject to the following conditions:

A. The applicant shall submit a revised SDP set in accordance with the comments provided by Black Hawk staff and consultants. The Community Planning and Development Administrator, the Director of Public Works, and the Fire Department must issue letters of approval once all corrections have been made. All conditions included in the Certificate of Appropriateness by City Council shall be appropriately and correctly included. If staff and the applicant do not agree with any provisions to adhere to the conditions approved by City Council, then staff will schedule a final review of the submittal to a City Council agenda in advance of any permits or authorizations to work on the site;

B. The final SDP shall be signed with an approval line and kept in the records of the Community Planning and Development Department;

C. The final landscape plan shall be amended to include additional trees and shrubs as required in Section 16-282 of the Black Hawk Municipal Code to be approved by the Community Planning and Development Department;

D. All construction of the parking lot and related improvements shall match the final SDP, as approved by City Council and staff;

E. All applicable building and electrical permits must be obtained prior to construction.

F. Final public improvement construction plans and cost estimates shall be required prior to the issuance of a building permit or excavation permit and such plans shall include all specified improvements within the right-of-way as set forth in condition G below.

G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents.

FINDINGS:

City Council may approve, conditionally approve, or deny a Certificate of Appropriateness for demolition. To support this proposal, the following findings can be used:

The proposed demolition of the remnant foundations, walls, and buildings on the Lodge Dakota property will be beneficial to the City of Black Hawk as it continues to grow with development of the GOLD District. The proposal meets the criteria outlined in the City of Black Hawk Municipal Code and as noted and evaluated in this staff report presented to City Council, subject to the proposed conditions of approval.
The Board of Appeals may approve, conditionally approve, or deny a request for **Variance**. To support this proposal, the following findings can be used:

The proposed variance request from Sec. 16-282(h)(1) - the requirement to construct a 10-feet wide landscape strip between the parking lot and Main Street – meets the ten variance criteria that shall be considered as outlined in Sec. 16-266 of the Black Hawk Municipal Code.

City Council may approve, conditionally approve, or deny a **Certificate of Appropriateness** and **Site Development Plan**. To support this proposal, the following findings can be used:

The proposed excavation and construction of the Lodge Dakota Parking Lot meets the purpose and objectives of the GOLD District by supporting existing and future gaming, entertainment, restaurant and lodging. The proposal meets the intent of the criteria outlined in the City of Black Hawk Municipal Code and those found in Black Hawk’s Design Guidelines as noted and evaluated in this staff report presented to City Council, subject to the proposed conditions of approval.

**RECOMMENDATION:**

Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a **Certificate of Appropriateness** for demolition of remnant walls, structures, and foundations. The conditions are as follows:

A. All applicable public work, building and electrical permits must be obtained prior to beginning demolition;

B. A demolition permit(s) shall be obtained prior to beginning demolition;

C. Any State of Colorado demolition permits must be obtained prior to beginning demolition;

D. Any inspection and removal of asbestos that are required by the State of Colorado demolition permit must be obtained;

E. Disconnection of any gas and electric services associated with the existing structure must be accomplished;

F. All existing structures, buildings, and walls on the property shall be documented by the Applicant in a report, including photographs in accordance with the National Park Service HALS Guidelines. The report shall be reviewed and accepted by the City’s historic preservation consultant. The report shall be kept in the records of Community Planning and Development; and

G. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of a demolition permit. The Safety Plan shall be reviewed and be acceptable to the Community Planning and Development Department, Public Works Department, Fire Department, and SAFEbuilt (City consultant for Building Code compliance).
Staff recommends City Council consider a **MOTION TO APPROVE WITH A CONDITION** a **Variance** from the requirement to construct a 10-feet wide landscape strip pursuant to Sec. 16-282(h)(1) of the COBH Municipal Code. The condition is as follows:

A. The final landscape plan shall be amended to include additional trees and shrubs to be placed on both ends of the parking lot near to Main Street as required in Sec. 16-282 in a manner to be acceptable and approved by the Community Planning and Development and shown on the final site development plan; and

B. The maintenance obligation of the installed landscaping shall be borne by the Property Owner.

Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a **Certificate of Appropriateness** for excavation and construction of improvements including a parking lot and associated slope stabilization. The conditions are as follows:

A. No excavation shall occur without approval of a City of Black Hawk Excavation Permit;

B. All applicable building and electrical permits shall be obtained prior to construction;

C. Any Public Works permit, including, but not limited to, street closure and/or sidewalk closure permits shall be obtained prior to construction activities occurring;

D. A detailed Safety Plan(s) must be submitted by the Applicant for review and approval prior to the issuance of any type of excavation permit;

E. A Blasting Permit shall be issued by the City of Black Hawk Fire Department if any blasting will occur on the property;

F. The rectangular rapid flash beacon at the proposed pedestrian crossing on Main Street shall be powered by hard-wired electrical service by the Applicant;

G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents;

H. The Applicant shall revise the slope stabilization plans so that exposed safety mesh is not utilized. Sculpted stained concrete facing shall extend from the top of the cut all the way down to the base of the excavation at ground level;

I. A complete materials board with colors and samples and sheets of all items (lights, rail, stone, etc.) to be used shall be provided to staff to ensure compliance with the City Council approval of the Certificate of Appropriateness; and
J. All proposed signage requires Certificate of Appropriateness and Sign Plan approval by City Council.

Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a Site Development Plan for construction of a parking lot. The conditions are as follows:

A. The applicant shall submit a revised SDP set in accordance with the comments provided by Black Hawk staff and consultants. The Community Planning and Development Administrator, the Director of Public Works, and the Fire Department must issue letters of approval once all corrections have been made. All conditions included in the Certificate of Appropriateness by City Council shall be appropriately and correctly included. If staff and the applicant do not agree with any provisions to adhere to the conditions approved by City Council, then staff will schedule a final review of the submittal to a City Council agenda in advance of any permits or authorizations to work on the site;

B. The final SDP shall be signed with an approval line and kept in the records of the Community Planning and Development Department;

C. The final landscape plan shall be amended to include additional trees and shrubs as required in Section 16-282 of the Black Hawk Municipal Code to be approved by the Community Planning and Development Department;

D. All construction of the parking lot and related improvements shall match the final SDP, as approved by City Council and staff;

E. All applicable building and electrical permits must be obtained prior to construction.

F. Final public improvement construction plans and cost estimates shall be required prior to the issuance of a building permit or excavation permit and such plans shall include all specified improvements within the right-of-way as set forth in condition G below.

G. The pedestrian access route shall be in compliance with the Americans with Disabilities Act. The entire pedestrian access route extends along the south side of Main Street from the new pedestrian crosswalk on the west to the existing crosswalk at Richman Street. Any non-compliance shall be addressed and shown in the final public improvement plans and construction documents.

Attachments:
- Land Development Application Form
- Applicant’s variance request
- Applicant’s proposed slope stabilization brochure
- Certificate of Appropriateness plan set from applicant
- Site Development Plan set from the applicant
- Public Improvement Plans (not yet approved)
- Engineer’s Estimate
Applicant’s Submittal
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

SITE DEVELOPMENT PLAN APPLICATION

DATE: 10 JAN 17
APPLICANT NAME: The Lodge Casino, LLC, a Delaware Limited Liability Company
APPLICANT ADDRESS: 17301 West Colfax Avenue, Suite 250, Golden, Colorado 80401
APPLICANT MAILING ADDRESS: 17301 West Colfax Avenue, Suite 250, Golden, Colorado 80401
APPLICANT CONTACT NUMBER: (216) 862-1601 EMAIL ADDRESS: DGrunenwald@Jacobsinvestmentsinc.com
PROPERTY OWNER NAME: The Lodge Casino, LLC a Delaware Limited Liability Company
PROPERTY OWNER ADDRESS: 17301 West Colfax Avenue, Suite 250, Golden, Colorado 80401
PROPERTY OWNER MAILING ADDRESS: 17301 West Colfax Avenue, Suite 250, Golden, Colorado 80401
PROPERTY OWNER CONTACT NUMBER: (216) 862-1601 EMAIL ADDRESS: DGrunenwald@Jacobsinvestmentsinc.com
PROJECT NAME: Dakota - Site Development
PROJECT ADDRESS: 245 Main Street, Black Hawk, Colorado 80422
PROJECT DESCRIPTION: Raw Land Redevelopment - Excavation and Parking Lot

IS PROPERTY WITHIN CITY LIMITS: YES ☑ NO ☐
PRESENT ZONING: TG (Lot 1), HD (Lot 2) CURRENT USE: Undeveloped
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE):
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): Dakota Black Hawk Subdivision Filing No. 1
GILFIN COUNTY ASSESSOR'S I.D. NO.(S): 1833-077-00-207 (Lot 1) (Lot 2) EXISTING PROPERTY SIZE: 2.23 ACRES
(PLEASE ATTACH A COPY OF SURVEY/PLAT)
EXISTING BUILDING SIZE: NA SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS:

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.

The Lodge Casino, LLC
By its Sole Managing Member
Jacobs Entertainment, Inc.

SIGNATURE OF APPLICANT: [Signature]
DATE: 1/19/17

By: [Signature]

Rev. 2016-02-02
Variance Request: 2
Project Name: Dakota Site excavation and Improvements
Location: 245 Main Street, Black Hawk Colorado
Variance Request for relief from the regulations and development standards: Permit Developer to
go forgo the 10’-0” Landscaping area requirement per Commercial Design Guidelines dated July 2012.

Owner Request: (per Section 16-366.2 of the C of BH Municipal Code)

Our current design does not reflect the required 10’-0” landscaped area between the parking lot and the city sidewalk.

The comment mandating the 10’-0” Landscaping area running the length of the property between the Main Street Sidewalk and the Parking Surface would be the only area along Main Street currently reflecting this requirement for either a parking lot or a new structure. JEI felt that by placing the 42” high stone cladded masonry wall and decorative stile and rail fence, would maintain the existing street scape, and Street wall from the Canyon Casino and extend it to the KMM garage. Additionally, placing a landscape area will become both a place for trash to collect and a long-term maintenance concern. We do have areas at each end of the lot scheduled for landscaping and shown on the attached Site Development Plans.

The 10’-0” landscaped area is also located in the Gold Gaming District which will reduce the sites developable gaming square footage by 4,860 sf, causing financial hardship for any site development. Adding this 10’-0” area (see Illustration 2) would increase the volume of material having to be removed from the mountain side. This could range in cost from $500 to $900K (see below), as well as adding additional blasting cycles and time to the project.

Addition Excavation Calculation

\[
\text{Length of Excavation (a)} = 467 \text{ Feet} \\
\text{Height of Excavation (b)} = 51 \text{ Feet} \\
\text{Depth of Excavation (c)} = 10 \text{ Feet} \\
\text{Cost / Cyd w/ Burdens (d)} = $97.23 \text{ Based on Yr 2014 Contractor Schedule of values} \\
((a*b)*c)/27 = 8,821.11 \text{ Approximate Additional Cubic Yards} \\
8,821.11 * 97.23 = $857,676.52 \text{ Total added project cost with Burdens}
\]

We request that the city permit the property owner to do without the 10”-0” landscape area for this project.
Illustration (2)
Hayward Baker offers a variety of solutions to complex geotechnical problems utilizing shotcrete.

Above: Stained shotcrete facing over permanent soil nail wall near residences in Atlanta, GA.

Center: Finished sculpted shotcrete wall for a residential development in Leydon, CO.

Right: Sculpted shotcrete applications. (1) Soil nail wall with decorative shotcrete face. (2) Soldier piles and lagging with decorative shotcrete face. (3) Seismic retrofit. (4) Aesthetic landscaping including water features, rock features, pools and other decorative elements. (5) Repair of architectural MSE walls or other retaining structures.

Hayward Baker offers a full selection of shotcrete capabilities related to earth retention structures and structural rehabilitation. Earth retention projects include temporary soil nail and shotcrete walls, permanent shotcrete walls including zero lot line earth retention, sculpted shotcrete walls and walls that will be covered with other facing types. Other capabilities include aesthetic sculpted shotcrete for architectural features included in landscaping.

Hayward Baker Inc. (HB), North America’s leader in geotechnical construction, is committed to providing the most economical solution that satisfies the technical requirements of each project. Whether a situation is typical or unique, we have the experience and innovation to assist engineers, contractors and owners with identifying and implementing the best solution.

EXAMPLE ONLY OF SCULPTING CAPABILITIES, NOT TO REFLECT ACTUAL INSTALLATION. INSTALLATION WILL REPLICATE NATURAL ROCK.
**Shotcrete Finishes . . .**

**Texture**  
A variety of textures can be achieved during the finishing process. The shotcrete can be smoothed with a trowel to create a smooth surface (a), knife finished to provide a rough surface (b), or left as shot for a course finish (c).

**Sculpting**  
Sculpting shotcrete can result in many different looks including faux rock, brick, and stone to blend seamlessly into the environment.

**Stains**  
No longer is shotcrete synonymous with gray concrete. Stains can be used to provide realistic color to a shotcrete wall, or to match surrounding features.

*Applying special finishes to the shotcrete.*
Hayward Baker Permanent Shotcrete System Provides:

- Full design/build service. We will also complete the initial permanent wall unlike many sculpted shotcrete providers.
- Temporary or permanent systems available
- If required, Hayward Baker can also provide a full range of underpinning techniques.
- Suitable for restricted access.
- Wide range of options in cost-effective design.

**TRANSITION FROM SCULPTED TO NATURAL ROCK EXAMPLE**

Why Should You Choose Hayward Baker’s Shotcrete System?

Hayward Baker Inc. (HB) is North America’s leading geotechnical contractor, offering the full range of pre- and post-construction services for foundation rehabilitation, settlement control, liquefaction mitigation, soil stabilization, groundwater control, slope stability, excavation support and underpinning. HB is annually ranked #1 in our field by Engineering News-Record.

Headquartered in Hanover, Maryland, HB has over 25 offices servicing North and Central America. Since its inception, HB has established itself in the forefront of geotechnical specialty contracting, evolving and expanding to meet the increasingly complex needs of the construction community. HB is capable of offering full design-build services for any geotechnical construction application.

Whether a situation is typical or unique, HB has the experience and innovation to assist engineers, contractors, and owners with identifying and constructing the most economical solution that satisfies the technical requirements of each project.
DAKOTA PARKING LOT
SITE DEVELOPMENT PLAN
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO

PROJECT DIRECTORY

DAKOTA PARKING LOT
SITE DEVELOPMENT PLAN
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO

SITE DEVELOPMENT PLAN

SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO

SDP01
COVER SHEET & GENERAL INFORMATION

DEVELOPMENT STANDARDS

METHODS OF ENSURING THE QUALITY OF THE RESULTING DEVELOPMENT AND ITS EFFECT ON THE ENVIRONMENT

SITE DEVELOPMENT PLAN

SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO

SHEET INDEX

PARKING PROVIDED

LAND USE TABLE

SITE DESIGN GUIDELINES

1. REQUIRED PARKING SPACE = 23.6% of 94 = 21.79
2. REQUIRED LINE SPACING = 10' x 10' = 100 SF
3. REQUIRED CURB WIDTH = 8' x 2 = 16'
4. REQUIRED الحاجة إلى الترجمة إلى اللغة العربية
5. REQUIRED Curb Height = 3'
EXISTING CONDITIONS PLAN
JACOBS ENTERTAINMENT
DAKOTA PARKING LOT
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100  MARTINMARTIN.COM

SITE DEVELOPMENT PLAN
Note: Any opinions of price, probable project costs or construction costs rendered by Martin/Martin, Inc. represent its best judgment and are furnished for general guidance. Martin/Martin, Inc. makes no warranty of guarantee, either expressed or implied as to the accuracy of such opinions as compared to bid or actual costs.

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<th>Quantity</th>
<th>Unit Price</th>
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Remarks:

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The opinions of probable construction costs provided herein are made on the basis of Martin/Martin, Inc.’s qualifications. Martin/Martin, Inc. has no control over the costs or availability of labor, materials, equipment, the Contractor’s methods of determining prices, or over competitive bidding or market conditions. These preliminary opinions represent Martin/Martin, Inc.’s best judgment as a design professional familiar with the construction industry and makes no warranty, express or implied, that proposals, bids, or the construction cost of the work will not vary from the opinions of probable construction costs. This opinion is not intended to be used by the Client for budget of pro forma statements.
RESOLUTION 28-2017
A RESOLUTION APPROVING THE MINOR SUBDIVISION PLAT TITLED DAKOTA BLACKHAWK SUBDIVISION FILING NO. 1 AMENDMENT 1
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 28-2017

TITLE: A RESOLUTION APPROVING THE MINOR SUBDIVISION PLAT TITLED DAKOTA BLACKHAWK SUBDIVISION FILING NO. 1 AMENDMENT 1

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

Section 1. Findings of Fact.

A. Application has been made by property owner, The Lodge Casino, LLC, to create a new subdivision of certain property located at 245 Main Street (the "Property"), within the City of Black Hawk, Colorado, to eliminate a common lot line;

B. Public notice has been given of such subdivision by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing;

C. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing; and

D. The application complies with the criteria set forth in Chapter 17 of the Black Hawk Municipal Code (Subdivisions).

Section 2. The Minor Subdivision plat titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1 is conditionally approved as follows:

A. The plat shall not be recorded until all redlines and comments are addressed to the satisfaction of the Director of Public Works and the Community Planning and Development Administrator, and the Performance Guarantee is posted in accordance with the Subdivision/Site Improvement Agreement approved in Section 3 of this Resolution; and

B. The plat shall not be effective until it is certified by the appropriate parties and recorded at the Office of the Gilpin County Clerk and Recorder.

Section 3. The Subdivision/Site Improvement Agreement attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.
RESOLVED AND PASSED this 19th day of April, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
EXHIBIT A

SUBDIVISION/SITE IMPROVEMENT AGREEMENT
SUBDIVISION/SITE IMPROVEMENT AGREEMENT

THIS SUBDIVISION/SITE IMPROVEMENT AGREEMENT (the “Agreement”) is made this ______ day of _________________, 2017, by and between the CITY OF BLACK HAWK, COLORADO (the "City") and ________________________ (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the City of Black Hawk known as ___Dakota Blackhawk Subdivision Filing No.1, Amendment 1______, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

B. On April 19, 2017, the City Council of the City of Black Hawk, after holding all necessary public hearings, conditionally approved the final plat for the Property. A copy of the conditionally approved final plat is attached hereto as Exhibit B and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Developer in order to subdivide the Property. All conditions contained herein are in addition to any and all requirements of the City of Black Hawk Subdivision Ordinance and Zoning Ordinance, the City of Black Hawk Charter, Article VII of Chapter 18 of the Black Hawk Municipal Code, and any and all state statutes, and any other sections of the City of Black Hawk Municipal Code, and are not intended to supersede any requirements contained therein.

2. Fees. The following fees shall be paid to the City by the Developer:

   a. The Developer hereby agrees to pay the City the actual cost to the City for engineering, hydrological, surveying, and legal services (the "Actual Costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the Actual Costs. In addition, the Developer shall reimburse the City for the costs of making corrections or additions to the master copy of the official City map and for the fee for recording the
final plat and accompanying documents with the Gilpin County Clerk and Recorder.

b. The Developer shall pay the impact fees as established by City ordinances in effect at the time this Agreement is executed.

3. **Specific Conditions.** The Developer hereby agrees as follows:

a. **Completion Funds for Excavation.** Developer shall secure an Excavation Permit for the Excavation Project for which Completion Funds are required within the meaning of Section 18-241 of the City of Black Hawk Municipal Code. Consistent with Section 18-241, and as more particularly described in Section 11 of this Agreement, Developer shall provide the Performance Guarantee attributable to the excavation, which shall be in the amount of one hundred and ten percent (110%) of the amount necessary to complete the Excavation Project as defined in Section 18-241 of the City of Black Hawk Municipal Code and the costs of these improvements are set forth in Exhibit C-1 attached hereto and incorporated herein. In the event work is stopped on the Excavation Project, for a period of ten (10) consecutive days or more, other than for a demonstrated force majeure, the City may draw upon the Completion Funds component of the Performance Guarantee and, at its sole discretion, either complete the Excavation Project or otherwise rehabilitate the Property in accordance with the Site Rehabilitation standards set forth and defined in Section 18-241. Upon completion of the Excavation Project or the Site Rehabilitation, the City shall release any remaining Completion Funds to the Developer within thirty (30) calendar days of completion of the City's work.

b. **Public Improvements required with this project include revisions to the Main Street median, storm sewer improvements, access drive to get to the new parking lot, removal and replacement of existing sidewalk on the south side of Main Street, asphalt and concrete work in Main Street, new mid-block pedestrian crossing, and new and modified handicap ramps along Main Street. The costs of these improvements are set forth in Exhibit C-2 attached hereto and incorporated herein.**

4. **Title Policy.** A title commitment for the Property shall be provided to the City. The title commitment shall show that all property to be dedicated to the City, if any, is or shall be, subsequent to the execution and recording of the plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as the City in its sole discretion determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.
5. **Breach by the Developer; the City's Remedies.** In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the City Council shall be notified immediately and the City, and where appropriate the District, may take such action as permitted and/or authorized by law, this Agreement, or the ordinances and Charter of the City and the rules and regulations of the District to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the City from hardship and undue risk. These remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced;

c. A demand that the security given for the completion of the Public Improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the City and/or the District, or to protect the City's and/or the District's interest with regard to security given for the completion of the Public Improvements, the City, and where appropriate the District, shall provide the Developer thirty (30) days written notice of its intent to take any action under this paragraph during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the City and/or the District.

6. **Public Improvements and Warranty.** All water lines, fire hydrants, water or sewer distribution facilities, drainage structures, paved streets, including curb and gutter, sidewalks, and necessary appurtenances as shown on the subdivision plat and the associated construction documents (the "Public Improvements") as approved by the Director of Public Works of the City, shall be installed and completed at the expense of the Developer. The improvements required by this Agreement and shown on the Site Development Plan and Public Improvement Plans submittal, as well as associated construction documents approved by the Director of Public Works of the City, and the costs of these improvements are set forth in Exhibit C-2 attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the subdivision plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the City.

The Developer shall warrant any and all Public Improvements which are conveyed to the City pursuant to this Agreement for a period of two (2) years from the date the City's Director of Public Works certifies that the same conform with specifications approved by the City. Specifically, but not by way of limitation, the Developer shall warrant the following:
a. That the title conveyed shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be free of defects in materials or workmanship for a period of two (2) years as stated above.

The City will accept for maintenance all Public Improvements after the warranty period has expired provided all warranty work has been completed. The City shall accept for snow removal purposes only all dedicated public streets after the warranty period expires or the City issues the first certificate of occupancy.

7 Observation. The City shall have the right to make reasonable engineering observations at the Developer's expense as the City may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the City of any portion of the construction of such Public Improvements. Such approval shall be made by the City only after completion of construction and in the manner hereinafter set forth.

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 3 of this Agreement, including the inspections hereof, shall be performed on or before December 1, 2017, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the City's Director of Public Works or his designee, shall inspect the improvements and certify with specificity its conformity or lack thereof to the City's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the City's specifications. Once approved by the City's Director of Public Works, the City shall accept said improvements upon conveyance pursuant to paragraph 11; provided, however, the City shall not be obligated to accept the Public Improvements until the Actual Costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

9. Related Costs - Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

10. Improvements to be the Property of the City. All Public Improvements for roads, concrete curbs and gutters, storm sewers, water systems and drainage improvements accepted by the City, shall be dedicated to the City, and warranted for a period of two (2) years following acceptance by the City as provided above. Upon completion of construction and conformity with the subdivision plat and associated construction plans, and any properly approved changes, the Developer shall convey to the City, by bill of sale, all installed physical facilities.
11. **Performance Guarantee.** In order to secure the Excavation Project and the construction and installation of the Public Improvements (collectively, the “Improvements”) above-described for which the Developer is responsible, the Developer shall, prior to recording the final plat in the real estate records of Gilpin County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the City, at the Developer’s expense, with cash or an irrevocable letter of credit in which the City is designated as beneficiary, to secure the performance and completion of the Improvements in an amount equal to one hundred ten percent (110%) of the estimated costs of the Excavation Project and the Public Improvements to be constructed and installed as set forth in Exhibit C. The Developer agrees that conditional approval of the final plat by the City is contingent upon the Developer’s provision of an irrevocable letter of credit to the City within ninety (90) days of the execution of this Agreement in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the City in the manner provided herein shall negate the City’s approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit D, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The Developer shall not start any excavation, or construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading, or the erection of any structure, temporary or otherwise, until the City has received and approved the irrevocable letter of credit.

The estimated costs of the Improvements shall be a figure mutually agreed upon by the Developer and the City’s Director of Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Public Works’ estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the Actual Costs of all such Improvements.

The estimated costs of the Improvements may increase in the future. Accordingly, the City reserves the right to review and adjust the cost estimate on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record*. If the City adjusts the cost estimate for the Public Improvements, the City shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the City with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the City with a new or amended letter of credit, the City may exercise the remedies provided for in paragraph 7 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the City shall give credit to the Developer for all required Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Improvements not yet constructed.

In the event the Excavation Project or the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written
extension of time mutually agreed upon by the parties to this Agreement, the City may draw on the letter of credit to complete the Public Improvements called for in this Agreement, consistent with use of the Completion Funds as it relates to the Excavation Project and this Agreement as it relates to the Public Improvements. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the City may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the City deems appropriate.

Upon completion or performance of such improvements, conditions, and requirements within the required time, and the approval of the Director of Public Works, ninety percent (90%) of the estimated costs of construction shall be released to the Developer within ten (10) days of acceptance by the City provided, however, the City shall retain through the two (2) year warranty period at least twenty percent (20%) of the total construction costs of the Public Improvements.

12. **Indemnification.** The Developer shall indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from, or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the City and the District as the result of any suit, action, or claim, together with all reasonable expenses and attorneys fees incurred by the City in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the City, and shall indemnify and hold harmless the City for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

13. **Waiver of Defects.** In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on the Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

14. **Modifications.** This Agreement shall not be amended except by subsequent written agreement of the parties.

15. **Release of Liability.** It is expressly understood that the City and the District cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Black Hawk Code of Ordinances and the laws of the State
of Colorado.

16. **Captions.** The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

17. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

18. **Invalid Provision.** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

19. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

20. **Attorney Fees.** Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the City's attorney fees, expenses, and court costs.

21. **Notice.** All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the City: _______________________________________

Public Works Director  
City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422  

With copy to: Corey Y. Hoffmann, Esq.  
Black Hawk City Attorney  
511 16th Street, Suite 610  
Denver, CO 80202
Notice to Developer: ________________________________________________________________


22. **Force Majeure.** Whenever the Developer is required to complete the construction, repair, or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing due to unforeseeable causes beyond the control and without the fault or negligence of the Developer including, but not restricted to, acts of God, weather, fires, and strikes.

23. **Approvals.** Whenever approval or acceptance of the City is necessary pursuant to any provision of this Agreement, the City and the Developer shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

24. **Assignment or Assignments.** There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written approval of the City. The Developer agrees to provide the City with at least fourteen (14) days advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

25. **Recording of Agreement.** This Agreement shall be recorded in the real estate records of Gilpin County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

26. **Title and Authority.** The Developer expressly warrants and represents to the City that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s), that the undersigned individual(s) has or have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individual(s) understand that the City is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

CITY OF BLACK HAWK, COLORADO

By: __________________________________________
ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney

DEVELOPER:

By: _______________________________
Name: ____________________________
Title: _____________________________

STATE OF COLORADO )
COUNTY OF _________________ ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _______ day of _______________________, 2017, by ________________________________ as the ________________________________ of __________________________.

My commission expires: __________________________

(S E A L)

Notary Public
EXHIBIT A
(Legal Description)

LOT 1 AND LOT 2, BLOCK 1, DAKOTA BLACKHAWK SUBDIVISION FILING NO. 1, BEING LOCATED WITHIN SECTION 7, TOWNSHIP 3 S, RANGE 72 W OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.
EXHIBIT B
(PLAT DOCUMENT)
# EXHIBIT C-1

Dakota/Canyon Mass Excavation  
**April 13, 2017**

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**TOTAL** $3,520,467.50
# EXHIBIT C-2

Dakota/Canyon Public Improvements  
April 13, 2017

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<th>Item</th>
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EXHIBIT D

EXAMPLE ONLY

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]  
Letter of Credit No.: [Type LOC number.]  
Amount: [Type in aggregate amount.]  
Name of Developer: [Type in name of developer.]

City of Black Hawk  
P.O, Box 68  
201 Selak Street  
Black Hawk, CO 80422  
Attention: Mayor and City Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of $_______________ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as Exhibit 1 and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the City. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the City's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The City has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name and date of the agreement, such as "Subdivision Improvements Agreement between the City and Developer" and the name of the project, or "Development Agreement between the City and Developer" and the name of the project] or [for permit, type in the name of the project];

or
b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee’s letter and the Developer has not provided the City with a replacement letter of credit in an amount and form acceptable to the City to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the City, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the City that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the City for all court costs, investigative costs and reasonable attorneys fees the City may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Gilpin County, Colorado.

Very truly yours,
[Name of Bank]

By: __________________________________
Signature of Authorized Signing Officer

__________________________________
Print Name
[Signature Must Be Notarized]

STATE OF COLORADO )
COUNTY OF ____________) ss.

The foregoing instrument was acknowledged before me this _____ day of __________, 200__, by ________________________, as ______________ of _______________________.

My commission expires: _____________________.

SEAL

Notary Public
EXHIBIT 1 (EXAMPLE)

FORM OF SIGHT DRAFT

Date: ______________________

At sight, pay to the order of City of Black Hawk ____________________________ Dollars ($_________________), for value received and charge to the account of [name of Developer].

Drawn under Letter of Credit No. __________________________, dated ____________ [type letter of credit issuance date].

To: [name of Issuing Bank] _______________________, City of Black Hawk, beneficiary.

[Address of Issuing Bank] _______________________. By: [type Mayor or designee].

______________________________
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a minor subdivision to vacate internal lot lines, a Certificate of Appropriateness to remove walls and structures, a Certificate of Appropriateness and Site Development Plan to construct a parking lot, and a variance from the zoning ordinance concerning landscaping all located on property described in Exhibit A and generally located north of Bobtail Street and south of Main Street, a.k.a. 245 Main Street, pursuant to the City of Black Hawk subdivision ordinance and zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, April 19, 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, CO 80422, or at such other time of place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

EXHIBIT A

LOT 1 AND LOT 2, BLOCK 1, DAKOTA BLACKHAWK SUBDIVISION FILING NO. 1, BEING LOCATED WITHIN SECTION 7, TOWNSHIP 3 S, RANGE 72 W OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Dakota Blackhawk Subdivision Filing No. 1 Amendment 1 Minor Subdivision (P-16-21) and Subdivision/Site Improvement Agreement attached hereto as Exhibit A.

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

MOTION TO APPROVE Resolution No. 28-2017, a resolution conditionally approving the Minor Subdivision plat titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1, subject to the following conditions:

A. The plat shall not be recorded until all redlines and comments are addressed to the satisfaction of the Director of Public Works and the Community Planning and Development Administrator, and the Performance Guarantee is posted in accordance with the Subdivision/Site Improvement Agreement approved in Section 3 of this Resolution; and
B. The plat shall not be effective until it is certified by the appropriate parties and recorded at the Office of the Gilpin County Clerk and Recorder.

Section 3. The Subdivision/Site Improvement Agreement attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

As of April 14, 2017 when this RFCA is being prepared, there is not a signed Subdivision/Site Improvement Agreement in hand. A copy of this proposed Agreement is to be provided to the applicant for their review and signature. Staff will update City Council via a memo and verbally at the City Council meeting if the applicant has or has not signed the agreement provided to them. In addition, at the City Council meeting, staff may recommend additional conditions be included for this case and the other related case for the Site Development Plan and Certificate of Appropriateness for the proposed parking lot and excavation.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On December 22, 2016 the City of Black Hawk received an application from The Lodge Casino, LLC concerning its property located at 245 Main Street. The application is a request for a minor subdivision plat to combine two lots into one. The site is located south of Main Street, north of Bobtail Street, west of the KMM parking garage, and east of the Canyon Casino parking lot. The property is currently platted as two lots – Lot 1 and Lot 2 of Dakota Blackhawk Subdivision Filing No. 1. That subdivision plat was recorded in January 2007. Note that the “Blackhawk” is one word in the title of the plat as that plat name was approved in that form and is the legal name now for that subdivision. The Lodge Casino now desires to remove the lot line between Lot 1 and Lot 2 and combine the property into a single 2.23 acre lot. Pursuant to City subdivision regulations, any subdivision that creates four lots or less is processed as a minor subdivision plat.

AGENDA DATE: April 19, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CPD
Vincent Harris, Baseline Corporation
DOCUMENTS ATTACHED: Resolution 28-2017
Staff Report
Land Development Application Form
Proposed plat: Dakota Blackhawk Subdivision
Filing No. 1 Amendment 1

RECORD: [ X ] Yes [ ] No

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

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker, CP&D 4/14/2017

Vincent Harris, AICP, Baseline Corporation 4/14/2017

Jack D. Lewis, City Manager
Staff Report
BACKGROUND:

The City of Black Hawk has received an application from The Lodge Casino, LLC concerning its property located at 245 Main Street. The application submitted December 22, 2016 is a request for a minor subdivision plat to combine two lots into one. The site is located south of Main Street, north of Bobtail Street, west of the KMM parking garage, and east of the Canyon Casino parking lot.

As of April 14, 2017 when this staff report is being prepared, there is not a signed Subdivision/Site Improvement Agreement in hand. A copy of this proposed Agreement is to be provided to the applicant for their review and signature. Staff will update City Council via a memo and verbally at the City Council meeting if the applicant has or has not signed the agreement provided to them. In addition, at the City Council meeting, staff may recommend additional conditions be included for this case and the other related case for the Site Development Plan and Certificate of Appropriateness for the proposed parking lot and excavation.

The property is currently platted as two lots – Lot 1 and Lot 2 of Dakota Blackhawk Subdivision Filing No. 1. That subdivision plat was recorded in January 2007. Note that the “Blackhawk” is one word in the title of the plat as that plat name was approved in that form and is the legal name now for that subdivision. The Lodge Casino now desires to remove the lot line between Lot 1 and Lot 2 and combine the property into a single 2.23 acre lot. Pursuant to City subdivision regulations, any subdivision that creates four lots or less is processed as a minor subdivision plat.

The current lot line common to the two existing lots follows the City of Black Hawk Gaming District boundary. By removing the lot line the Gaming District boundary does not change.

The subject property is currently vacant. Future development on the property will require review of Certificates of Appropriateness and a Site Development Plan. A separate application has been submitted by The Lodge Casino LLC concerning the development of a surface parking lot on this property. Preliminary construction plans have been submitted by the applicant as part of the COA and SDP.
application and are being processed concurrently. A Development Agreement ultimately will be required which will more fully outline the responsibilities of the Lodge Casino with respect to the proposed/needed public improvements in Main Street and excavation. Staff suggests that the agreement be completed at a later date but as soon possible prior to issuance of any permit or construction related to the subject property. Staff also suggests that the approval of the Development Agreement be made a condition of approval of this plat.

The subject property is located in the Gaming Outstanding Lodging and Dining (GOLD) zone district.

Existing Site and Zoning

Subject site
Proposed Plat - Single Lot

Applicable City of Black Hawk Regulations
Excerpts from:

City of Black Hawk
Municipal Code
Chapter 17 – Subdivisions

Sec. 17-42. Specific Definitions.
Subdivision, minor means any subdivision containing not more than four (4) lots or dwelling units having access on an existing public street, not involving any new street or road or the extension of municipal facilities and not adversely affecting the development of the remainder of the parcel or adjoining property and not in conflict with any provision or portion of the Comprehensive Plan, official map or Chapter 16 of this Code, if such exists, or these regulations. […]

Sec. 17-65. Minor Subdivision Plat.
(a) A minor subdivision plat allows for the subdivider an opportunity to shorten the time required for platting procedures described in this Chapter. The minor subdivision plat procedure is not intended to circumvent the other requirements found elsewhere in this Chapter. The provisions within this Section may only be applied when the following criteria are met:
   (1) The division of land involves the creation of no more than four (4) lots.
   (2) Each of the proposed lots created by this procedure has direct access to a public right-of-way. Access shall be a minimum driveway width of ten (10) feet except as required by other ordinances or design standards within the City.
   (3) The subdivision of land does not involve the creation of a new right-of-way or an extension of an existing right-of-way intended for access to the proposed lots.
(b) The minor subdivision plat shall be processed in a manner similarly described by the final plat procedure contained within Subsection 17-64(b). There is no requirement for a sketch plan or preliminary plat procedure. The Planning Director may refer the minor subdivision plat to outside agencies for their review and comment. Agencies selected by the Planning Director for this review will have two (2) weeks to respond.

(c) The minor subdivision plat shall be prepared in a similar manner as the final plat described in Subsections 17-64(c) and (d). In addition to the submittal information required in this Section, the following shall also be provided by the applicant: [maps, etc.].

Sec. 17-64. Final Plat.
(b) The final plat shall be processed as follows:
(2) At a regular meeting, the Board of Aldermen shall review the final plat for conformity with the approved preliminary plat, the statement of requirements and other requirements of these regulations. The Board of Aldermen may refer the final plat to its staff for further review and verification. The Planning Director shall send final plats to public and private utility agencies for them to review utility easement locations. The Board of Aldermen shall endeavor to conclude its review prior to the expiration of thirty (30) days from submission of the final plat to itself as above provided.

(3) The Board of Aldermen shall check the final plat, especially with regard to required improvements and the acceptance of areas dedicated for public use and shall approve or disapprove the final plat. At such meeting the subdivision agreement and all required financial guarantees for completion of the roads and other public improvements shall be provided by the subdivider.

Excerpts from:

City of Black Hawk
Municipal Code
Chapter 16 – Zoning

16-97. Gaming Outstanding Lodging and Dining District (GOLD)
16-97 (e) Dimensional regulations.
(1) Lot area and width requirements.
   a. Minimum lot area: four thousand (4,000) square feet.
   b. Minimum lot dimensions: one hundred (100) feet deep; forty (40) feet wide.
(2) Minimum setbacks.
   a. Front yard: ten (10) feet.
   b. Side yard: zero (0) feet.
   c. Rear yard: zero (0) feet.
(3) Maximum impervious coverage: one hundred percent (100%).
(4) Maximum height: thirty (30) feet.

STAFF COMMENTS:
Staff from Baseline Corporation has evaluated the application for the minor subdivision submitted by The Lodge Casino LLC. The intent of the application is to consolidate two platted lots into one lot. The minor subdivision process is the appropriate process for this action as the proposed plat creates no more than four lots and no new right-of-way dedication.

The application was sent to various internal and external referral agencies for review and comment. The following agencies responded with either "no comments" or that the proposal has no conflicts with their interests:
Black Hawk/Central City Sanitation District
Black Hawk Public Works Department
Black Hawk Fire Department

The applicant addressed comments from Baseline, CPD, and CCS Consultants, LLC (Doug Lancaster - city surveyor) and resubmitted the plat. Staff may have minor editing redlines to the plat, however it is sufficient for review by City Council and a condition to this ability to potentially request minor typographical edits as necessary is proposed to be included in the staff recommendation.

Minor subdivisions shall be processed in the same manner as final plats. Sec. 17-64(b)(2) states that “At a regular meeting, the Board of Aldermen shall review the final plat for conformity with the approved preliminary plat, the statement of requirements and other requirements of these regulations. The Board of Aldermen may refer the final plat to its staff for further review and verification.”

Sec. 17-64(b) (3) states “The Board of Aldermen shall check the final plat, especially with regard to required improvements and the acceptance of areas dedicated for public use and shall approve or disapprove the final plat. At such meeting the subdivision agreement and all required financial guarantees for completion of the roads and other public improvements shall be provided by the subdivider.”

Staff Comments: The minor subdivision plat titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1 has been submitted with all required documentation. A subdivision improvements agreement or development agreement (DA) to guarantee the public improvements and excavation is an item required to be approved with a plat. As stated above, staff recommends that such an agreement be completed at a later date once the full nature of the public improvements, final construction documents are completed, and the extent of the excavation is known. The extent of the improvements to be included in the DA has not yet been completely finalized. To date, and depending on the City Council decision(s) on this case, the Site Development Plan, Certificate of Appropriateness, and Variance applications need to be completed first, so that staff and the applicant can get a more specific direction/decision from City Council on this case.

In regard to the Colorado State Gaming District boundary that crosses through this subject property, it remains unaffected and essentially runs through the middle of the property with its same approved and legally defined limits. The Gaming District boundary is delineated on the Plat document.

Staff recommends that the City Council pass a resolution approving the Minor Subdivision plat that is titled ‘Dakota Blackhawk Subdivision Filing No. 1 Amendment 1’ subject to the following conditions:

1. The plat shall not be recorded until all redlines and comments are addressed to the satisfaction of the Director of Public Works and the Community Planning and Development Administrator, and the Performance Guarantee is posted in accordance with the Subdivision/Site Improvement Agreement approved in Section 3 of this Resolution; and

2. The plat shall not be effective until it is certified by the appropriate parties and recorded at the Office of the Gilpin County Clerk and Recorder.
Section 3. The Subdivision/Site Improvement Agreement attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

FINDINGS:
City Council may approve, conditionally approve, or deny a Minor Subdivision of land in the City of Black Hawk. To support this proposal, the following findings can be used:

1. Application has been made by property owner, The Lodge Casino, LLC, to create a new subdivision of certain property located at 245 Main Street (the “Property”) within the City of Black Hawk, Colorado, to eliminate a common lot line.
2. Public notice has been given of such subdivision by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing.
3. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.
4. The application meets the provisions of Chapter 17 of the Municipal Code (Subdivisions).

RECOMMENDATION:
Baseline Staff recommends City Council consider a MOTION TO APPROVE WITH CONDITIONS a resolution approving the Minor Subdivision plat titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1. The conditions are as follows:

3. The plat shall not be recorded until all redlines and comments are addressed to the satisfaction of the Director of Public Works and the Community Planning and Development Administrator, and the Performance Guarantee is posted in accordance with the Subdivision/Site Improvement Agreement approved in Section 3 of this Resolution; and
4. The plat shall not be effective until it is certified by the appropriate parties and recorded at the Office of the Gilpin County Clerk and Recorder.

Section 3. The Subdivision/Site Improvement Agreement attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

Attachments:
- Land Development Application Form
- Proposed plat: Dakota Blackhawk Subdivision Filing No. 1 Amendment 1
Applicant’s Submittal
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: 21 DEC 16  APPLICANT NAME: The Lodge Casino, LLC, a Delaware Limited Liability Company
APPLICANT ADDRESS: 17301 West Colfax Avenue, Suite 250 Golden Colorado 80401
APPLICANT MAILING ADDRESS: 17301 West Colfax Avenue, Suite 250, Golden, Colorado 80401
APPLICANT CONTACT NUMBER: (303) 215-5200 EMAIL ADDRESS: spolitano@bhkw.com
PROPERTY OWNER NAME: The Lodge Casino, LLC a Delaware limited Liability Company (FKR Black Hawk Jacobs Entertainment, LLC)
PROPERTY OWNER ADDRESS: 17301 West Colfax Avenue, Suite 250, Golden, Colorado 80401
PROPERTY OWNER MAILING ADDRESS: 17301 West Colfax Avenue, Suite 250, Golden, Colorado 80401
PROPERTY OWNER CONTACT NUMBER: (303) 215-5200 EMAIL ADDRESS: spolitano@bhkw.com
PROJECT NAME: Dakota Replat (Minor Plat)
PROJECT ADDRESS: 251 Main Street, Black Hawk, Colorado 80422
PROJECT DESCRIPTION: Replat (Minor Plat) of Lot 1 and Lot 2, Block 1 Dakota Black Hawk, Subdivision Filing No. 1 into one platted parcel
IS PROPERTY WITHIN CITY LIMITS: YES ☑ NO ☐
PRESENT ZONING: TG (Lot 1), HD (Lot 2) CURRENT USE: Undeveloped - To be developed as surface parking
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE):
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): Dakota Black Hawk Subdivision Filing No. 1
GILPIN COUNTY ASSESSOR’S I.D. NO.(S): 1833-073-29-207 (Lot 1) 1833-073-29-208 (Lot 2) EXISTING PROPERTY SIZE: 2.23 ACRES
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)
EXISTING BUILDING SIZE: NA SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: NA

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.

The Lodge Casino, LLC
By its Sole Managing Member
Jacobs Entertainment, Inc.
SIGNATURE OF APPLICANT: [Signature]
DATE: 21 DEC 16

Stephen R. Roark, President

Rev. 2016-02-02 2
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

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

All Submittal attachments included? Yes ☐ No, additional paperwork needed (see last page) ☐
Public Hearing Required with City Council? Yes ☐ No ☐ Administrative Approval: Yes ☐ No ☐

Date submitted: __________________________ Date deemed complete: __________________________

ACTION REQUESTED (COMPLETED BY CONSULTANTS OR CITY STAFF):
☐ ANNEXATION OF _______ ACRES OF LAND AND _______ ACRES OF RIGHT-OF-WAY

☐ ZONING/REZONING: FROM: _________ TO: _________

☐ PLANNED UNIT DEVELOPMENT (AMENDMENT)

☐ FINAL PLAT: _________ EXISTING LOTS _________ PROPOSED LOTS

☒ MINOR PLAT

☐ SPECIAL USE PERMIT

☐ VACATION OF EASEMENT: _________ RIGHT-OF-WAY: _________

☒ VARIANCE

☐ BOUNDARY LINE AGREEMENT

☐ ROADWAY EASEMENT

☐ CHANGE OF USE

☐ CERTIFICATE OF OCCUPANCY

☐ TEMPORARY CONSTRUCTION EASEMENT

☐ LICENSE AGREEMENT

☐ AIR SPACE EASEMENT

☐ SITE DEVELOPMENT PLAN

☐ CERTIFICATE OF APPROPRIATENESS

☐ TEMPORARY USE PERMIT

☐ FEMA ELEVATION CERTIFICATE

☐ FLOOD PLAIN DEVELOPMENT PERMIT

☐ COMPREHENSIVE SIGNAGE PLAN/SIGN PERMIT

☐ BOARD OF APPEALS

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

Rev. 2016-02-02
Potential Submittal Documents Required If Selected by Consultants or City Staff

- 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 referenced within the Warranty Deed(s).
- If dedications to the City are to be made, one legible copy (no faxed copies) of the recorded Deed(s) of Trust, mortgage(s) and/or assignments to any and all lending agencies or individuals, including recorded legible copies of any document(s) referenced within the text.
- 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.
- A title commitment guaranteeing clear title, including legible, recorded copies of all documents referenced within the title commitment by book and page or reception number. The title commitment must have an "Effective date" no earlier than two weeks prior to the date of the Land Use Pre-Planning Application is submitted.
- 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 of:
  - 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
  - A certified corporate resolution by the board of directors specifically identifying and authorizing the signatories.
- A detailed written description of the request. Include Structures location, size and general design.
- Annexation Petition.
- Annexation Plat.
- Site Development Plan: prepared in accordance with the Black Hawk Zoning Ordinance.
- Planned Unit Development (PUD): prepared in accordance with the Black Hawk Zoning Ordinance or conceptual site plan for rezoning proposals to non-Planned Unit Development zone district.
- Preliminary Map: prepared in accordance with the Black Hawk Subdivision Ordinance.
- Final Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.
- ALTA Survey of property showing the property dimensions, existing structures, existing vegetation, adjacent roadways, etc.
- Lot Line Adjustment Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.
- One copy of the Traverse Closure Sheet(s) which include the external boundary and all internal lots, and street centerlines.
- Preliminary Drainage Report: prepared in accordance with the Black Hawk Regulations.
- Final Drainage Report: prepared in accordance with the Black Hawk Regulations.
- Geological Report: prepared in accordance with the Black Hawk Subdivision Ordinance.
- Final Traffic Study: prepared in accordance with the Black Hawk Transportation Regulations.
- Final Grading and Erosion Control Plan; prepared in conformance with the Black Hawk Regulations.
- Preliminary Plans for Public Improvements.
- Quantities Estimates for Public Improvements including an 8-1/2 x 11" location map.
- Subdivision Agreement (SA) Information Sheet, if the SA is to be signed by someone other than the current owner of the property.
- A written legal description prepared by a registered land surveyor if property is not part of an approved Subdivision.
- Storm Water Management Plan (SWAMP).
- Other forms and applications:

Note: The Gaming District does cross thru this property. We will request after initial submittal to show the gaming line as approved.
WRITTEN CONSENT IN LIEU OF
A SPECIAL MEETING OF
THE SOLE MEMBER
OF
THE LODGE CASINO, LLC,
a Delaware limited liability company
[f/k/a Black Hawk/Jacobs Entertainment, LLC
a Colorado limited liability company]

December 20, 2016

The Lodge Casino, LLC, a Delaware limited liability company [f/k/a Black Hawk/Jacobs Entertainment, LLC, a Colorado limited liability company, ("the Company") by and through its Sole Member (and Sole Managing Member), does take the following Company action and adopts the following resolutions, which action and resolutions shall have the same force and effect as a unanimous vote of the Company at a formal meeting of the Members of the Company:

WHEREAS, the Company is the owner of the following real property situated in the City of Black Hawk, County of Gilpin, Colorado described as follows (the "Property"):

Lots 1 and 2, Block 1,
Dakota Blackhawk Subdivision Filing No. 1,
City of Black Hawk, Colorado

Also known by Assessor Parcel Numbers: 1833-073-00-207 (Lot 1) and 1833-073-00-206 (Lot 2).

WHEREAS, Jacob’s Entertainment, Inc., a Delaware corporation, is the Sole Member and Sole Managing Member of the Company (hereinafter "Sole Member").

WHEREAS, it has been proposed that the Company by and through the Sole Member undertake the following actions: (i) replat of the Property from its current status as Lot 1 and Lot 2, Block 1, Dakota Blackhawk Subdivision Filing No. 1, City of Blackhawk, County of Gilpin, Colorado to one combined lot, proposed to be Lot 1, Block 1, Blackhawk Subdivision Filing No. 1A, City of Blackhawk, County of Gilpin, Colorado and (ii) to develop the Property as a surface parking lot (and to submit and file any and all documents with the City of Black Hawk, Colorado in connection with such development) (collectively (i) and (ii), the “Development Actions”).
RESOLVED, that the Company is authorized to enter into the Development Actions, and that Stephen R. Roark, as President and any other duly appointed Officer of the Sole Member of the Company, is authorized to cause the Company to pay all fees, execute all documents and to do and perform, or cause to be done and performed, any other acts and things as the Company and/or Sole Member shall deem necessary, advisable or appropriate to comply with the purposes and intent of the foregoing resolutions and to complete and consummate the Development Actions.

RESOLVED FURTHER, that any and all actions taken by Stephen R. Roark, or any other duly appointed Officers of the Sole Member, with regard to the Development Actions for and on behalf of and in the name of the Company, are hereby ratified, confirmed, and approved in all respects and for all purposes.

RESOLVED FURTHER, that the authority conferred upon Stephen R. Roark, as President of the Sole Member, as well as any other duly appointed Officers of the Sole Member by the foregoing resolutions shall remain in full force and effect until revocation by further resolution of the Company.

The undersigned certifies that it is the Sole Member and Sole Managing Member of the Company entitled to vote on the foregoing resolutions and that the adoption of such resolutions by this written consent is authorized by the Operating Agreement of the Company.

The undersigned directs that this consent be filed with the minutes of the proceedings of the Company.

These resolutions may be executed in one or more counterparts, all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed these resolutions as of (although not necessarily on) the day and year first above written.

The Lodge Casino, LLC,
a Delaware limited liability company [f/k/a
Blackhawk/Jacobs Entertainment, LLC]

BY: ITS SOLE MEMBER AND SOLE MANAGING MEMBER
Jacobs Entertainment, Inc.,
a Delaware corporation

By:  
Stephen R. Roark, President
A. Initial Request.

The purpose of the Minor Plat Application is to consolidate Lot 1 and Lot 2, Block 1, Dakota Black Hawk Subdivision Filing No. 1 into one platted parcel in order to facilitate the Future Project, described below.

B. Future Project.

The Future Project will consist of excavating approximately 7,600 cubic yards of rock and overburden to make the site ready for a surface parking lot. The excavation will include hard rock mining, rock bolting, soil nailing and general slope stabilization as defined in a to be procured geotechnical report.

The parking lot will be an asphalt surface stripped for self-parking. The parking surface will be separated from the public ROW by means of a concrete and stone buffer wall. Lot Drainage will provided as well as lot lighting.

Improvements to the City right-of-way (to include sidewalks and lighting) are expected to be part of the project development program and will be further defined in the Site Development Application and Submittal documents.
DAKOTA BLACKHAWK SUBDIVISION FILING NO 1, AMENDMENT 1
FINAL PLAT
A PARCEL OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO

SHEET 1 OF 2 SHEETS
DAKOTA BLACKHAWK SUBDIVISION FILING NO 1, AMENDMENT 1
FINAL PLAT
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN
STATE OF COLORADO
SHEET 2 OF 2 SHEETS
COUNCIL BILL 6
ORDINANCE 2017-6
AN ORDINANCE CREATING A NEW ARTICLE XI WITHIN CHAPTER 1 OF THE BLACK HAWK MUNICIPAL CODE, CREATING A PROCESS FOR DISCONNECTING TERRITORY FROM THE CITY
 STATE OF COLORADO  
 COUNTY OF GILPIN  
 CITY OF BLACK HAWK  
 COUNCIL BILL NUMBER: 6  
 ORDINANCE NUMBER: 2017-6  

TITLE:  AN ORDINANCE CREATING A NEW ARTICLE XI WITHIN CHAPTER 1 OF THE BLACK HAWK MUNICIPAL CODE, CREATING A PROCESS FOR DISCONNECTING TERRITORY FROM THE CITY

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

Section 1. Chapter 1 of the Black Hawk Municipal Code is hereby amended by the adoption of a new Article XI, which shall read as follows:

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 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
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 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;

(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 exists:

(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.

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 19th day of April, 2017.

____________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Requesting approval of an Ordinance creating a new Article XI within Chapter 1 of the Black Hawk Municipal Code, creating a process for disconnecting territory from the City.

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

MOTION TO APPROVE: Council Bill 6 – Ordinance 2017-6 requesting approval of an Ordinance creating a new Article XI within Chapter 1 of the Black Hawk Municipal Code, creating a process for disconnecting territory form the City.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The power of annexation and disconnection is essentially legislative in nature and order of annexation or disconnection must be supported by a statutory authorization. Colorado statutes include disconnection processes at C.R.S. §§ 31-12-501, et seq., and 13-12-601, et seq., but these processes do not apply to home rule municipalities.

Because the statutory processes for disconnection have been held not to apply to home rule municipalities, the City proposed to adopt by ordinance its own disconnection process. In drafting its own disconnection Ordinance, the City defines its own reasonable conditions for disconnection of territory from the City whether by property.

The Ordinance for disconnection of territory from the City proposes (a) Disconnection following property owner petition and (b) Disconnection following City initiated application.

AGENDA DATE: April 19, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X]Yes [ ]No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D

DOCUMENTS ATTACHED: CB Number 6
Ordinance 2017-6
Sec. 1-212. Disconnection by ordinance.

(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.
RESOLUTION 29-2017
A RESOLUTION
APPROVING A PURCHASE
AND SALE AGREEMENT
BETWEEN THE CITY AND
MARK N.G. HICHIAR FOR
THE PAYMASTER LODGE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 29-2017

TITLE: A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND MARK N.G. HICHAR FOR THE PAYMASTER LODE

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

Section 1. The City Council hereby approves the Purchase and Sale Agreement between the City and Mark N.G. Hichar for the Paymaster Lode in the amount of $28,000.00, and authorizes the Mayor and the City Manager to execute the necessary documents on behalf of the City.

RESOLVED AND PASSED this 19th day of April, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 29-2017, a Resolution approving the Purchase and Sale agreement for the Paymaster Lode parcel on Maryland Mountain and authorization for the City Manager to execute said agreement and close on said property.

RECOMMENDATION: If City Council chooses to approve Resolution 29-2017, the recommended motion is as follows: "Approve Resolution 29-2017, a Resolution approving the Purchase and Sale agreement between the City of Black Hawk and Mark N.G. Hichar for the Paymaster Lode."

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City is in the process of acquiring eleven separate parcels on Maryland Mountain that are along or adjacent to the alignment of the Main Tramway line. This main line will be the base trail for the Maryland Mountain open space. The City obtained appraisals for these parcels. The City has received the executed purchase and sale agreement for the Paymaster Lode for $28,000.

FUNDING SOURCE: 203-0000-502-71.02 Land/Land Purchase

WORKSHOP DATE: April 19, 2017

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: P & S Agreement

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

SUBMITTED BY: Thomas Isbester, Public Works Director

REVIEWED BY: Jack Lewis, City Manager
CONTRACT TO BUY AND SELL REAL ESTATE

April 19, 2017

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

   The Paymaster Lode, City Title
   City of Black Hawk,
   Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
   County of Gilpin, State of Colorado

   together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded, such real estate as herein described constituting the entirety of Seller's interest (collectively the "Property").

2. PURCHASE PRICE AND TERMS. The purchase price shall be $28,000, plus closing costs, to be paid by Buyer at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

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

4. DATE OF CLOSING. The date of closing shall be April 28, 2017, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by agreement of the parties.

5. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient special warranty deed to Buyer in the form attached hereto as Exhibit A, and incorporated herein by this reference.

6. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing shall be prorated to date of closing.

7. AUTHORITY. Seller represents and warrants: (i) that the person(s) executing this Agreement on behalf of Seller has the full authority to execute and deliver this Agreement; (ii) that it has all power and authority to enter into this Agreement and to perform the terms set forth herein;
(iii) that it has taken all requisite action in order to authorize the same; (iv) that upon such execution and delivery, this Agreement will be enforceable against the Seller in accordance with its terms; (v) that by entering into this Agreement and performing the obligation hereunder, Seller will not violate any contracts, leases, or other third party agreements to which Seller may be subject. The provisions of this paragraph 7 shall survive the closing and the delivery of the deed as provided herein.

8. SELLER TO COMPLETE TRANSACTION. In addition to the obligations of Seller set forth herein, Seller shall perform, or to cause to be performed, on or after closing, any and all further acts as may be reasonably necessary to consummate the transactions contemplated hereby. In the event Seller fails to perform any act required herein including, but not limited to, conveying the Property as set forth above, the Buyer shall have the right, but not the obligation, to obtain specific performance thereof in addition to any other remedy available under applicable law.

9. BUYER ACKNOWLEDGEMENT. Buyer affirms that, prior to executing this contract, it conducted such due diligence inspections of the Property as it deemed necessary and appropriate for a transaction of this sort, and that Buyer accepts the Property in its present “as is” condition.

10. GENERAL PROVISIONS.

A. Entire Agreement. This agreement embodies the whole agreement between the parties, and there are no promises, terms conditions or obligations referring to the subject matter hereof, other than as herein contained.

B. Binding Agreement; Assignment. This Agreement shall be deemed a contract extending to and binding upon the parties and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns; provided, however, that any assignment of this Agreement may occur only upon the Buyer’s prior written consent.

C. Governing Law and Venue; Attorney Fees. This Agreement shall be interpreted and enforced under the laws and judicial decisions of the State of Colorado. The parties agree and stipulate that the County and District Courts situated in Gilpin County, Colorado, shall have jurisdiction over any and all disputes which may arise under this Agreement and the enforcement hereof and that venue in such courts shall be proper. In the event any action or other proceeding is commenced to enforce the terms hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such action or proceeding.

D. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the Buyer and Seller shall be deemed to be only an incidental beneficiary under this Agreement.
E. **No Waiver.** The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement of any other term, provision or requirement.

F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

G. **Acknowledgement Open Records Act – Public Document.** Seller hereby acknowledges that the Buyer is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

BUYER:

CITY OF BLACK HAWK

Buyer
By: David D. Spellman, Mayor  
Date ________

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

SELLER:

MARK N.G. HICHAR

[Signature]

Seller  
Date April 12, 2017

Seller's Address: 549 Canton Street, Westwood, MA 02090
SPECIAL WARRANTY DEED

Mark N.G. Hichar ("Grantor"), whose address is 549 Canton Street, Westwood, MA 02090, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the City Of Black Hawk, a home rule municipal corporation of the State of Colorado ("Grantee"), whose address is P.O. Box 68, Black Hawk, Colorado 80422, County of Gilpin, State of Colorado, the following real property, in the County of Gilpin, State of Colorado to wit:

The Paymaster Lode, City Title
City of Black Hawk,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado

Grantor makes this conveyance to the Grantee with all appurtenances, and, in accordance with C.R.S. § 38-30-115 (2016), Grantor warrant(s) the title against all persons claiming under him, subject to taxes due but not paid, if any, and all liens, encumbrances, easements, rights-of-way and restrictions of record, if any.

Signed this ___ day of _________, 2017.

GRANTOR:

By: __________________________

STATE OF ______________________)

) ss

______________________________

The foregoing instrument was acknowledged before me this ___ day of _________, 2017, by __________________________.

Witness my hand and seal.

My commission expires: __________________________

[SEAL]

Notary Public
RESOLUTION 30-2017
A RESOLUTION
APPROVING ON-CALL SERVICE AGREEMENTS WITH CHOICE ELECTRIC CORPORATION AND ENCORE ELECTRIC FOR CALENDAR YEAR 2017
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2017

TITLE: A RESOLUTION APPROVING ON-CALL SERVICE AGREEMENTS WITH CHOICE ELECTRIC CORPORATION AND ENCORE ELECTRIC FOR CALENDAR YEAR 2017

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

Section 1. The City Council hereby approves the Service Agreements with Choice Electric Corporation and Encore Electric for electrical repairs and projects, and authorizes the Mayor to sign the Service Agreements on behalf of the City.

RESOLVED AND PASSED this 19th day of April, 2017.

__________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 30-2017, a Resolution approving the personal services agreement for on-call work with Choice Electric Corporation and Encore Electric.

RECOMMENDATION: If City Council chooses to approve Resolution 30-2017, the recommended motion is as follows: "Motion to approve Resolution 30-2017, a Resolution approving on-call service agreements with Choice Electric Corporation and Encore Electric for calendar year 2017."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City has on occasion a need for electrical repairs and projects beyond what City staff can provide. The City utilizes on-call contractors to assist with this work. This agreement includes regular hourly rates for labor and equipment that may be used on these jobs if so necessitated.

FUNDING SOURCE: varies by project

WORKSHOP DATE: April 19, 2017

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: agreements

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Jack Lewis, City Manager
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as "City" and Choice Electric Corp whose address is 2080 W 60th Ave, Denver, CO 80221 hereinafter referred to as "Contractor" as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: services during the days and times, and at the location, as more particularly described in Attachment "A", which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the 31st day of March, 2017, and shall terminate on the 31st day of March, 2018 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment "A".

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor’s sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid services.

6. COMPLIANCES. In the conduct of the services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.

8. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the services provided by Contractor pursuant to this agreement.

9. TERMINATION. The City shall have the right to terminate this Agreement upon three (3) days notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. ASSIGNMENT. Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.
11. INSURANCE. Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement, in an amount nor less than the limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as the same may be amended from time to time.

12. CONTRACT INTERPRETATION
   A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
   B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
   C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.
   D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

   City
   Contractor

   All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.
   E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
   F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

   IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

   CITY OF BLACK HAWK, COLORADO

   ______________________________
   David D. Spellman, Mayor

   ATTEST:

   ______________________________
   Melissa A. Greiner, City Clerk
CONTRACTOR: Choice Electric Corp

By: ____________________________
    Robert G Grassia, President

STATE OF COLORADO

COUNTY OF Adams

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ___31st___ day of ___March___________, 2017, by Robert G Grassia.

My commission expires: 7-19-19

(SEAL)

JAMES BURGARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074227633
MY COMMISSION EXPIRES JULY 19, 2019

Notary Public
Rory,

Our rates depend on the amount of time on the job. If we are on site steadily for longer periods of time we can reduce the hourly rates as shown below:

- Less than 8 hours: $93.00
- From 8 to 20 hours: $85.00
- More than 20 hours: $80.00

Hope that explanation will work.

Thank you

Jamey Burgard, Service Manager

Choice Electric Corporation
2080 W. 60th Ave.
Denver, CO 80221
303-430-7200 PH
303-428-1235 FX

---

Yes, we need one more thing, could we get a copy of your hourly rates to add to the rest of your paper work.

Thanks!
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and Encore Electric whose address is 7125 W Jefferson Ave, Lakewood Co. 80235 hereinafter referred to as “Contractor” as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: services during the days and times, and at the location, as more particularly described in Attachment “A”, which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the 1 day of January 2017, and shall terminate on the 31 day of December 2017 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor’s sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid services.

6. COMPLIANCES. In the conduct of the services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he/she nor his employees are covered by the City’s workers’ compensation policy, or any other worker’s compensation policy.

8. HOLD HARMLESS. To the extent Contractor is negligent in its acts or omissions, Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising directly out of or in connection with the services provided by Contractor pursuant to this agreement, but only to the extent of Contractor’s negligence.

9. TERMINATION. The City shall have the right to terminate this Agreement upon three (3) days notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. ASSIGNMENT. Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.
11. **INSURANCE.** Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement, in an amount nor less than the limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as the same may by amended from time to time.

12. **CONTRACT INTERPRETATION**

   A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

   B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.

   C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.

   D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

   City: City of Black Hawk
   PO Box 68
   Black Hawk Co. 80422
   Attn. Public Works Director

   Contractor: Encore Electric
   7125 W Jefferson Ave
   Lakewood Co. 80235

   All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

   E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.

   F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.
IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

ATTEST:

David D. Spellman, Mayor

Melissa A. Greiner, City Clerk

CONTRACTOR
Encore Electric, Inc.

By: James R. Nottingham
V.P. of Risk Management and General Counsel

STATE OF COLORADO )
COUNTY OF Jefferson ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16th day of March, 2017, by James R. Nottingham

My commission expires: 9/18/2020

( SEAL)

ANDREA VALENZUELA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124052048
MY COMMISSION EXPIRES 09/18/2020

Notary Public
February 15, 2017

Mr. Jason Fredericks  
City of Black Hawk  
Public Works Department  
P.O. Box 68  
Black Hawk, CO 80422

Re: Attachment – A City of Black Hawk Personal Services Agreement

Dear Jason,

As your current electrical contractor, it has been an honor serving you as a key construction partner for the City of Black Hawks Electrical Service Needs.

Please know that our *Service Division* is qualified to support the City’s needs. We offer 24/7 maintenance solutions for all your future electrical projects. With our responsive, technical, and highly trained staff, we offer same-day-service calls with local technicians that work and live in your area.

Since we consider the City of Black Hawk core client and value our relationship, we are offering the following discounted rates:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Service Technician:</td>
<td>$ 88.00 / Hour Regular Time</td>
</tr>
<tr>
<td>Service Technician:</td>
<td>$ 132.00 / Hour Overtime</td>
</tr>
<tr>
<td>Service Technician:</td>
<td>$ 176.00 / Hour Holidays</td>
</tr>
<tr>
<td>Apprentice:</td>
<td>$ 58.00 / Hour Regular Time</td>
</tr>
<tr>
<td>Service Technician:</td>
<td>$ 87.00 / Hour Overtime</td>
</tr>
<tr>
<td>Service Technician:</td>
<td>$ 116.00 / Hour Holidays</td>
</tr>
</tbody>
</table>

**Material / supplies:** Trade Service cost plus 25% markup  
**Rentals / Subcontractors:** Cost plus 15% markup

Notes:  
1. Labor rates apply to work during normal business hours (7:00 am to 5:00 pm)  
2. One-way travel time is charged (not to exceed one hour)

Encore will be happy to provide cost estimates/budgets on any of future capital projects.

Sincerely,

Robert Smith  
Senior Project Manager  
Encore Industrial Services
CERTIFICATE OF LIABILITY INSURANCE

3/1/2017

DATE (MM/DD/YYYY) 2/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Lockton Companies
8110 E Union Avenue
Suite 700
Denver CO 80237
(303) 414-6000

CONTACT  NAME: ]X]X]
PHONE: ]X]
(A/C, No, Ext): ]X]
FAX: ]X]
(A/C, No):
E-MAIL: ]X]
ADDRESS: ]X]
INSURER(S) AFFORDING COVERAGE NAC# ]X]
INSURER A: ]X]
The Charter Oak Fire Insurance Company 25615
INSURER B: ]X]
Travelers Property Casualty Co of America 25674
INSURER C: ]X]
Farmington Casualty Company 41483
INSURER D: ]X]
Endurance American Insurance Company 10641
INSURER E:

COVERAGES  ENCEL01  CERTIFICATE NUMBER:  13921085  REVISION NUMBER:  XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>WE LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR INSD / WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER  CANCELLATION  See Attachments

13921085  For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  See Attachments

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS - INCREASED LIMIT
F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE - GLASS

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT
I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT
J. PERSONAL EFFECTS
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of Section II - Liability Coverage:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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Miscellaneous Attachment: M494687
Master ID: 1070842, Certificate ID: 13921085
2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee’s" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and
(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual)
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:
5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:
The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED
(CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is
available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      i. How, when and where the "occurrence" or offense took place;
      ii. The names and addresses of any injured persons and witnesses; and
      iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      i. Immediately record the specifics of the claim or "suit" and the date received; and
      ii. Notify us as soon as practicable.

The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured - Newly Acquired Or Formed Organizations
F. Who Is An Insured - Broadened Named Insured - Unnamed Subsidiaries
G. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured - Lessors Of Leased Equipment
I. Blanket Additional Insured - States Or Political Subdivisions - Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability - Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g, Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;
(b) Not owned by any insured; and
(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j, Damage To Property, in Paragraph 2. of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion f, of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III - LIMITS OF INSURANCE.
3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:
Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage";

7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

(i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

(ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or
omissions committed in providing or failing to provide "incidental medical services", first aid
or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES
- COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out
of the willful violation of a penal statute or
ordinance relating to the sale of pharmaceuti-
cals committed by, or with the knowledge or
consent of, the insured.

5. The following is added to the DEFINITIONS
Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray
or nursing service or treatment, advice or
instruction, or the related furnishing of food
or beverages; or

b. The furnishing or dispensing of drugs or
medical, dental, or surgical supplies or
appliances.

"Good Samaritan services" means any emer-
gency medical services for which no compen-
sation is demanded or received.

6. The following is added to Paragraph 4.b., Ex-
cess Insurance, of SECTION IV - COM-
MERCIAL GENERAL LIABILITY CONDI-
TIONS:

The insurance is excess over any valid and
collectible other insurance available to the in-
sured, whether primary, excess, contingent
or on any other basis, that is available to any
of your "employees" or "volunteer workers"
for "bodily injury" that arises out of providing
or failing to provide "incidental medical ser-
VICES", first aid or "Good Samaritan services"
to any person to the extent not subject to
Paragraph 2.a.(1) of Section II - Who Is An
Insured.

E. WHO IS AN INSURED - NEWLY ACQUIRED OR
FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II
- WHO IS AN INSURED:

4. Any organization you newly acquire or form,
other than a partnership, joint venture or lim-
ited liability company, of which you are the sole
owner or in which you maintain the majority
ownership interest, will qualify as a Named
Insured if there is no other insurance which
provides similar coverage to that organization.
However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or
form the organization or the end of the
policy period, whichever is earlier, if you
do not report such organization in writing
to us within 180 days after you acquire or
form it; or

(2) Until the end of the policy period, when
that date is later than 180 days after you
acquire or form such organization, if you
report such organization in writing to us
within 180 days after you acquire or form
it, and we agree in writing that it will con-
tinue to be a Named Insured until the end
of the policy period;

b. Coverage A does not apply to "bodily injury" or
"property damage" that occurred before you
acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or
"advertising injury" arising out of an
offense committed before you acquired or
formed the organization.

F. WHO IS AN INSURED - BROADENED NAMED
INSURED - UNNAMED SUBSIDIARIES

The following is added to SECTION II - WHO IS AN
INSURED:

Any of your subsidiaries, other than a partnership,
joint venture or limited liability company, that is not
shown as a Named Insured in the Declarations is a
Named Insured if you maintain an ownership
interest of more than 50% in such subsidiary on
the first day of the policy period.

No such subsidiary is an insured for "bodily
injury" or "property damage" that occurred, or
"personal injury" or "advertising injury" caused by
an offense committed after the date, if any,
during the policy period, that you no longer
maintain an ownership interest of more than 50%
in such subsidiary.
G. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

   (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED - STATES OR POLITICAL SUBDIVISIONS - PERMITS

The following is added to SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required
by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2, Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1, or 2, of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your managers who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(I) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6, Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Page 5 of 6
If the insured has agreed in a contract or agreement to waive that insured’s right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. “Bodily injury” or “property damage” that occurs; or

b. “Personal injury” or “advertising injury” caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION
The following replaces the definition of “bodily injury” in the DEFINITIONS Section:

3. “Bodily injury” means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of “insured contract” in the DEFINITIONS Section:

   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of “insured contract” in the DEFINITIONS Section is deleted.
RESOLUTION 31-2017
A RESOLUTION APPROVING THE CONTRACT WITH KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF $906,060 FOR HEALTH INSURANCE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 31-2017  

TITLE:  A RESOLUTION APPROVING THE CONTRACT WITH KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF $906,060 FOR HEALTH INSURANCE  

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

Section 1. The City Council hereby approves the contract with Kaiser Permanente for Health Insurance in the estimated amount of $906,060.  

RESOLVED AND PASSED this 19th day of April, 2017.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: 2017-2018 Health Insurance Proposal

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

Motion to Approve Resolution 31-2017, A Resolution Approving the Contract with Kaiser Permanente in the Estimated Amount of $906,060, for Health Insurance.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Kaiser Permanente (KP) originally presented a quote for health care coverage for the 2017-2018 plan year with a rate increase of 14.96%. The main reason cited was plan utilization has dramatically increased over the past three years, and for the current period, paid claims total 99% of paid premiums. Working through the City's benefit broker, IMA of Colorado, KP reduced the increase to 9.85% and added a $5,000 wellness benefit credit as they have in previous years, with no plan design changes. The City budgeted for a 15% increase, which is the maximum rate increase KP can take under their rate capping guidelines. The quoted estimated annual cost is based on current enrollment.

Current employer HSA/457 contributions will remain in place for the new plan year. The spousal surcharge/incentive programs will also continue.

AGENDA DATE: April 19, 2017
FUNDING SOURCE: Department Specific Group Health Insurance Line Item (xxx-xxxx-xxx-21-00)
WORKSHOP DATE: October 26, 2016
STAFF PERSON RESPONSIBLE: Melissa Greiner
City Clerk/Administrative Services Director
DOCUMENTS ATTACHED: N/A
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ ]Yes [ X ]N/A

SUBMITTED BY: REVIEWED BY:

Melissa Greiner
Administrative Services Director
City Clerk
Jack D. Lewis
City Manager
RESOLUTION 32-2017
A RESOLUTION
APPROVING THE
CONTRACT WITH DELTA
DENTAL IN THE
ESTIMATED AMOUNT OF
$110,338 FOR GROUP
DENTAL INSURANCE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 32-2017

TITLE: A RESOLUTION APPROVING THE CONTRACT WITH DELTA DENTAL IN THE ESTIMATED AMOUNT OF $110,338 FOR GROUP DENTAL INSURANCE

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

Section 1. The City Council hereby approves the contract with Delta Dental for Dental Insurance in the estimated amount of $110,338.

RESOLVED AND PASSED this 19th day of April, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2017-2018 Dental Insurance Proposal

RECOMMENDATION:

Motion to Approve Resolution 32-2017, A Resolution Approving the Contract with Delta Dental in the Estimated Amount of $110,338 for Group Dental Insurance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City received a proposal from Delta Dental for the renewal of the 2017-2018 plan year with a 5% rate increase, and no change to the current plan design. Staff budgeted for a 10% increase at renewal for plan year July 1, 2017 – June 30, 2018. The estimated annual cost is based on current enrollment.

AGENDA DATE: April 19, 2017

FUNDING SOURCE: Department Specific Group Health Insurance Line Item (xxx-xxxx-xxx-21-00)

WORKSHOP DATE: October 26, 2016

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

RECORD: [X] Yes  [ ] No

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

SUBMITTED BY: REVIEWED BY:

Melissa Greiner,   Jack D. Lewis
Administrative Services Director   City Manager
City Clerk
RESOLUTION 33-2017
A RESOLUTION APPROVING THE PROPOSAL FROM CIGNA FOR 2017-2019 ANCILLARY COVERAGE
TITLE: A RESOLUTION APPROVING THE PROPOSAL FROM CIGNA FOR 2017-2019 ANCILLARY COVERAGE

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

Section 1. The City Council hereby approves the proposal from CIGNA for 2017-2019 Ancillary Coverage (Basic/Voluntary Life, AD&D, Short Term Disability, and Long Term Disability), attached to this Resolution. To the extent such proposal extends beyond the current fiscal year, such acceptance is and shall be subject to annual appropriation.

RESOLVED AND PASSED this 19th day of April, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
SUBJECT: 2017-2019 Ancillary Coverage (Basic/Voluntary Life, AD&D, Short Term Disability, and Long Term Disability)

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

Motion to Approve Resolution 33-2017, A Resolution Approving the Proposal from CIGNA for 2017-2019 Ancillary Coverage.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CIGNA has offered to renew the ancillary lines of coverage for the next two years without an increase in premiums. Staff budgeted for a 10% increase at renewal for plan year July 1, 2017- June 30, 2019.

AGENDA DATE: April 19, 2017

FUNDING SOURCE: Department Specific Group Health Insurance line (xxx-xxxx-xxx-21-00)

WORKSHOP DATE: October 26, 2016

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

RECORD: [ ]Yes [X]No

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

SUBMITTED BY: REVIEWED BY:

Melissa Greiner
Administrative Services Director

Jack D. Lewis
Administrative Services Director