



## REGULAR MEETING AGENDA

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

May 11, 2016  
3:00 p.m.

### 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. INTRODUCTION OF NEW EMPLOYEE: Wynter Kasch, Fleet Technician Aide
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: April 27, 2016
8. PUBLIC HEARINGS
  - A. CB8, An Ordinance Amending Chapter 10 of the Black Hawk Municipal Code by the Addition of New Article XIV Prohibiting Sexual Predators and Certain Sex Offenders from Establishing Residency Near Areas Where Children Congregate
  - B. Resolution 36-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Construction of the Lady Luck Casino Stair Replacement and Hydronic Snow Melt System
  - C. Resolution 37-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for Construction of an Exterior Replacement Deck and Stairs at 211 Gregory Street
9. ACTION ITEMS:
  - A. Resolution 38-2016, A Resolution Approving the Purchase and Installation of a New Vehicle Exhaust System for the Black Hawk Fire Station from Airpro, Inc. for the Amount of \$78,650.00
  - B. Resolution 39-2016, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and the Gilpin County Education Foundation as Lessee for Property Located at 137 Clear Creek Street, Unit A, Black Hawk, Colorado
10. CITY MANAGER REPORTS:
11. CITY ATTORNEY:
12. EXECUTIVE SESSION:
13. ADJOURNMENT:

### MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.



BLACK HAWK <sup>®</sup>

## **CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION**



### **WYNTER KASCH**

#### **FLEET TECHNICIAN AIDE**

I began working for the City on April 4<sup>th</sup>. Before starting with the City, I worked in customer service for many years at the casinos. I am very excited and happy to have this opportunity, my co-workers have been fun to get to know and I'm enjoying everything I'm learning. I was born in Sun Valley, Idaho, moved to Colorado in 2000 and graduated from Nederland High School in 2011. In my free time I like to climb 14er's with my mom and read any book I can get my hands on. I have 1 cat, named Tinker Bell (I did not name her); she's a sweet cat, but a terrible mouser.



**City of Black Hawk  
City Council**

**April 27, 2016**

**MEETING MINUTES**

City Council and Historic Preservation Commission Members participated in a Public Officials Liability Training Session at 2:00 p.m.

Public Works Street Maintenance Worker, and soon-to-be retiree, Ron Howle rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, April 27, 2016, at 3:00 p.m. by Mayor Spellman.

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

**Staff present:** City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, Fire Chief Taylor, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Community Planning and Development Administrator Linker, Public Works Director Isbester, Senior Civil Engineer Reed, Street Superintendent Schaller, Street Maintenance Employees Howle, Ludivig, Meyer, and Espinosa, 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 confirmed there were no agenda changes.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. 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 Ronald Howle, Street Maintenance Worker

Mayor Spellman thanked Ron Howle for his 16 years of service to the City. He then read a plaque and presented it to Ron on behalf of the City. Ron said it has been a great place to work and his only complaint was that he didn't start sooner!

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

7. APPROVAL OF MINUTES April 13, 2016.

**MOTION TO APPROVE** Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve the Minutes as presented.

**MOTION PASSED** There was no discussion and the motion passed unanimously, noting Alderman Johnson's abstention.

8. PUBLIC HEARINGS:

**A. CB7, An Ordinance Amending the City of Black Hawk 2016 Pay Plan by Revising the 2016 Hiring Range and Retitling the Position of Police Lieutenant to Police Commander**

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner said that while processing the pay increases that were just approved a few of the positions were not consistent with what was used in 2015, prompting this revision. In regards to the retitling of the Police Department positions, Greiner said this change was for consistency with other survey cities Black Hawk uses in their salary survey.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB7, An Ordinance Amending the City of Black Hawk 2016 Pay Plan by Revising the 2016 Hiring Range and Retitling the Position of Police Lieutenant to Police Commander open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

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

**MOTION TO**

**APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to Approve CB7, An Ordinance Amending the City of Black Hawk 2016 Pay Plan by Revising the 2016 Hiring Range and Retitling the Position of Police Lieutenant to Police Commander.

**MOTION PASSED**

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

9. ACTION ITEMS:

**A. Resolution 30-2016, A Resolution Approving a Certificate of Appropriateness for the Exterior Rehabilitation of Property Located at 400 Chase Street**

Mayor Spellman read the title.

Community Planning and Development Administrator Linker introduced this item. The applicants Josh Smith and Mary Keehfuss have submitted this application to the Historic Preservation Commission (HPC) for the rehabilitation of their historic house, site, and outbuilding; the non-historic buildings have already been demolished. Linker said there were three items not in compliance with the design guidelines: existing windows, siding, and porch railings.

From the HPC meeting, Linker said staff was to determine whether to use modern Thermopane true divided light windows or simulated divided light windows and handed out a printout from PEH Architects on the discussion. HPC and staff recommended the simulated divided light windows as they truly resemble what historic windows look like. HPC also recommended allowing a frosted glass window in the back bathroom since it is not visible from the road.

Linker said HPC recommended repurposing the house siding onto the shed/carriage house and to then replace the house siding with new uniform period style siding.

The porch was discussed next. Linker said the existing porch is not original as the original porch was not as deep as the present porch and the applicant agreed to take it back to its original footprint. Mayor Spellman and Alderman Armbright agreed that it may not be original to the house, but were convinced it meets the 50 year requirement. It was agreed to keep the porch's existing footprint. Linker said the porch railings will be addressed through building code.

Alderman Midcap was concerned about the foundation and maybe having to rehabilitate the house in another 10 years, but Linker said the structural engineer did sign off on it.

**MOTION TO**

**APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 30-2016, Resolution Approving a Certificate of Appropriateness for the Exterior Rehabilitation of Property Located at 400 Chase Street and to keep the existing footprint of the porch.

**MOTION PASSED**

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

**B. Resolution 31-2016, A Resolution Approving a Certificate of Appropriateness for Retaining Walls on Multiple City-Owned Properties on the North Side of Gregory Street Between Selak and Church Streets, and on the South Side of Gregory Street Between Bobtail Road and High Street**

Mayor Spellman read the title.

Community Planning and Development Administrator Linker and Senior Civil Engineer Reed were present to answer any questions. Linker said this is part of the Gregory Street realignment project. Reed brought examples of what the stone would look like; the colors will match the St. Charles Carriage House for a consistent theme along Gregory Street.

**MOTION TO APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 31-2016, Resolution Approving a Certificate of Appropriateness for Retaining Walls on Multiple City-Owned Properties on the North Side of Gregory Street Between Selak and Church Streets, and on the South Side of Gregory Street Between Bobtail Road and High Street.

**MOTION PASSED**

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

**C. Resolution 32-2016, A Resolution Approving the City of Black Hawk's Amended 401(A) Adoption Agreement Known as the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement, as Amended Effective April 27, 2016**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that the IRS has changed their review process and now each plan sponsor is required to execute a new agreement restating their plan. Greiner said the new agreement has been revised to incorporate legislative and regulatory changes, whereas the old agreement had them separated out.

**MOTION TO**

**APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 32-2016, Resolution Approving the City of Black Hawk's Amended 401(A) Adoption Agreement Known as the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement, as Amended Effective April 27, 2016.

**MOTION PASSED**

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

**D. Resolution 33-2016, A Resolution Approving the Contract with Kaiser Permanente in the Estimated Amount of \$787,745 for Health Insurance**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said that Kaiser Permanente proposed to increase their rate by 13.8% for the 2016-2017 plan year with no change to plan design. Staff directed the City's benefit broker IMA to shop the market for competitive bids on similar coverage. She said IMA met with Kaiser to let them know what they found and Kaiser then came back with a reduction in their increase to only 1.5%. Greiner said the estimated amount is based on the current enrollment and is subject to change.

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 33-2016, Resolution Approving the Contract with Kaiser Permanente in the Estimated Amount of \$787,745 for Health Insurance.

**MOTION PASSED**

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

**E. Resolution 34-2016, A Resolution Approving the Contract with Delta Dental in the Amount of \$104,518 for Group Dental Insurance**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said that Delta Dental gave the City a rate pass on their renewal with no plan design change and no increase. She said the estimated amount is based on current enrollment.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 34-2016, Resolution Approving the Contract with Delta Dental in the Amount of \$104,518 for Group Dental Insurance.

**MOTION PASSED**

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

**F. Resolution 35-2016, A Resolution Awarding the Bid and Approving the Agreement Between the City of Black Hawk and Concrete Express, Inc. for Construction of the Gregory Street Relocation Project in an Amount Not To Exceed \$7,765,950.50, Plus a Materials Testing Allowance of \$180,000.00**

Mayor Spellman read the title.

Public Works Director Isbester and Senior Civil Engineer Reed introduced this item. Council reminisced that this was a long awaited project that started eight years ago. Isbester said the project can start within 30 days and would take approximately 18 months to finish. He also noted that \$200,000 was set aside, in addition to what was listed on the Resolution, for construction management in case City staff is unavailable. Mayor Spellman added that the Sanitation District approved \$1,396,402.25 on Monday for work related to this project, that amount would be deducted from the City's portion.

On behalf of City Council, Mayor Spellman gave credit to Isbester and Reed and thanked them for all their work in seeing this project through.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 35-2016, Resolution Awarding the Bid and Approving the Agreement Between the City of Black Hawk and Concrete Express, Inc. for Construction of the Gregory Street Relocation Project in an Amount Not To Exceed \$7,765,950.50, Plus a Materials Testing Allowance of \$180,000.00.

**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 item number 2 for Executive Session regarding potential legislation and legal issues regarding the City's Fire Alarm Ordinance and legal issues related to parking.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:30 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).

**MOTION PASSED**

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

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:18 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 4:18 p.m.

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Melissa A. Greiner  
City Clerk

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David D. Spellman  
Mayor

# **COUNCIL BILL 8**

**AN ORDINANCE AMENDING  
CHAPTER 10 OF THE BLACK  
HAWK MUNICIPAL CODE BY  
THE ADDITION OF NEW  
ARTICLE XIV PROHIBITING  
SEXUAL PREDATORS AND  
CERTAIN SEX OFFENDERS  
FROM ESTABLISHING  
RESIDENCY NEAR AREAS  
WHERE CHILDREN  
CONGREGATE**

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

**COUNCIL BILL NUMBER: CB8**

**ORDINANCE NUMBER: 2016-8**

**TITLE: AN ORDINANCE AMENDING CHAPTER 10 OF THE BLACK HAWK MUNICIPAL CODE BY THE ADDITION OF NEW ARTICLE XIV PROHIBITING SEXUAL PREDATORS AND CERTAIN SEX OFFENDERS FROM ESTABLISHING RESIDENCY NEAR AREAS WHERE CHILDREN CONGREGATE**

WHEREAS, the City Council of the City of Black Hawk has taken note of numerous occurrences in which convicted sexual predators and certain sex offenders who have been released from custody repeat the unlawful acts for which they had been convicted;

WHEREAS, the City Council of the City of Black Hawk finds that the recidivism rate for released sexual predators and the specified sex offenders is high, especially for those who commit their crimes against children;

WHEREAS, this Ordinance is narrowly tailored to address sexual predators as defined by Colorado law at § 18-3-414.5, C.R.S., and those sexual offenders required to register under the Colorado Sex Offender Registration Act, C.R.S. § 16-22-101, *et seq.*, due to having a felony conviction, multiple victims, or multiple convictions;

WHEREAS, children congregate more frequently without adult supervision at parks, open space and school bus stops; and

WHEREAS, the City Council desires to provide for the maximum protection of the health, safety and welfare of all citizens in the City;

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

Section 1. Chapter 10 of the Black Hawk Municipal Code shall be amended by the addition of new Article XIV, which shall read as follows:

## ARTICLE XIV

### Prohibited Residency of Sex Offenders

#### Sec. 10-261. Findings and Intent.

The City Council hereby finds that sexual predators and the specified sex offenders who use physical violence or who prey on children present an extreme threat to the public safety. Sexual predators and the specified sex offenders have a high rate of recidivism, making the cost of sex offender victimization to society at large extremely high. Removing such offenders from regular proximity to places where children are located and limiting the frequency of contact is likely to reduce the risk of an offense. This Chapter is intended to serve the City's compelling interest to promote, protect and improve the public health, safety and welfare by creating areas, around locations where children regularly congregate in concentrated numbers, where sexual predators and specified sexual offenders are prohibited from establishing temporary or permanent residence.

#### Sec. 10-262. Definitions.

For purposes of this Article XIV, the following terms shall have the following meanings:

(a) Permanent Residence: A place where a person abides, lodges, or resides for five (5) or more consecutive days.

(b) Temporary Residence: A place where a person abides, lodges, or resides for a period of five (5) or more days in the aggregate during any calendar year and which is not the person's permanent residence, or a place where a person routinely abides, lodges, or resides for a period of five (5) or more consecutive or nonconsecutive days in any month and which is not the person's permanent address.

#### Sec. 10-263. Prohibitions.

(a) It shall be unlawful for a person to establish a permanent residence or temporary residence within one thousand feet (1,000') of any park, City-owned open space, or any designated public or private school bus stop when a person meets either of the following criteria:

- (1) The person has been found to be a sexually violent predator pursuant to Section 18-3-414.5 C.R.S;
- (2) The person is required to register under the Colorado Sex Offender Registration Act, C.R.S. Section 16-22-101, *et. seq.*, because of being convicted of a felony for an offense requiring registration;

having multiple convictions for offenses requiring registration; or having offense(s) requiring registration involving multiple victims.

(b) It is unlawful to let or rent any portion of any property, place, structure, trailer or other vehicle with the knowledge that it will be used as a permanent or temporary residence by any person prohibited from establishing such permanent or temporary residence pursuant to this Article XIV.

**Sec. 10-264. Exceptions.**

A person is not guilty of a violation of this Article XIV if:

(a) The person established the permanent or temporary residence prior to the effective date of this Article XIV; provided, however, that this exception shall not apply if the person committed the offense for which registration under the Colorado Sex Offender Registration Act is required after the effective date of this Article;

(b) The person is placed in the residence pursuant to a State of Colorado foster care program; or

(c) The park, City-owned open space, or designated public or private school bus stop was opened after the person established the permanent or temporary residence, and the park, City-owned open space or bus stop is not replacing an existing park, City-owned open space or designated public or private school bus stop.

**Sec. 10-265. Measurement.**

For purposes of determining the minimum distance separation required herein, the measurement shall be made by following a straight line from the outer property line of the property on which the park, City-owned open space or designated public or private school bus stop is located to the nearest point on the outer property line of the property on which the permanent or temporary residence is located.

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

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a

court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

READ, PASSED AND ORDERED POSTED this 11<sup>th</sup> day of May, 2016.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, City Clerk

**RESOLUTION 36-2016**  
**A RESOLUTION**  
**CONDITIONALLY**  
**APPROVING A**  
**CERTIFICATE OF**  
**APPROPRIATENESS FOR**  
**THE CONSTRUCTION OF**  
**THE LADY LUCK CASINO**  
**STAIR REPLACEMENT**  
**AND HYDRONIC SNOW**  
**MELT SYSTEM**

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

**Resolution No. 36-2016**

**TITLE:       A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF THE LADY LUCK CASINO STAIR REPLACEMENT AND HYDRONIC SNOW MELT SYSTEM**

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

**Section 1.** The City Council hereby determines to conditionally approve the Construction of the Lady Luck Casino Stair Replacement and Hydronic Snow Melt System, upon satisfaction of the following conditions:

- A. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal; and
- B. All applicable building and electrical permits must be obtained prior to beginning construction.

RESOLVED AND PASSED this 11<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
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 Certificate of Appropriateness for the Lady Luck Stair Replacement, located on property described in Exhibit A below and generally located at the northwest corner of the intersection of Main Street and Mill Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, May 11, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES  
MAY ATTEND

Melissa A. Greiner  
City Clerk

Exhibit A

340 Main Street–

A Tract of land in Millsite 39 in the South ½ of Section 7, Township 3 South, Range 72 West of the 6th P.M., City of Black Hawk, County of Gilpin, State of Colorado

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

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**SUBJECT:**

Certificate of Appropriateness / Lady Luck Casino Stair Replacement and Hydronic Snow Melt System (P-16-06)

**RECOMMENDATION:**

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

**MOTION TO APPROVE Resolution No. 36-2016, a resolution approving a Certificate of Appropriateness for the construction of the Lady Luck Casino Stair Replacement and Hydronic Snow Melt System with the following conditions:**

1. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Black Hawk has received an application (4/15/2016) for a Certificate of Appropriateness (CofA) on behalf of CCSC / Black Hawk Inc., from Kuhlman Design Group, Inc. The request outlines five proposed renovations to the east entrance of the Lady Luck Casino located at 340 Main Street in Black Hawk. All proposed renovations outlined in the applicant's submittal are for the eastern portion of the casino building and adjacent parking lot; no interior renovations are proposed.

**AGENDA DATE:**

May 11, 2016

**WORKSHOP DATE:**

N/A

**FUNDING SOURCE:**

N/A

**DEPARTMENT DIRECTOR APPROVAL:**

Yes       No

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker, CoBH CP&D  
Vincent Harris, Baseline Corporation

**DOCUMENTS ATTACHED:**

Resolution 36-2016, Staff Report, Land Development Application Form, Project Narrative, Floor Plan, and Architectural Elevations

**RECORD:**

Yes       No

**CITY ATTORNEY REVIEW:**

Yes       N/A

**SUBMITTED BY:**

**REVIEWED BY:**

  
4/28/2016  
Vincent Harris, AICP, Baseline Corporation

  
Jack D. Lewis, City Manager

# **Staff Report**

**STAFF REPORT: Certificate of Appropriateness: Lady Luck Casino Stair Replacement and Hydronic Snow Melt System**

**For:** City Council  
**Project:** P-16-06 Lady Luck Stair Replacement and Hydronic Snow Melt System COA  
**Property Address:** 340 Main Street  
**Applicants:** Mark A. Beck, AIA, Kuhlman Design Group, Inc.  
**Zoning:** GOLD / PUD  
**Prepared by:** Jaxon Fagan, Baseline Corporation  
**Approved by:** Vincent Harris, Baseline Corporation  
**Reviewed by:** Cynthia Linker, CP&D Administrator



**BACKGROUND:**

The City of Black Hawk has received (April 15, 2016) an application request for a Certificate of Appropriateness on behalf of CCSC / Black Hawk Inc., from Kuhlman Design Group, Inc. The request outlines five proposed renovations to the east entrance of the Lady Luck Casino located at 340 Main Street in Black Hawk. All proposed renovations outlined in the applicant’s submittal are for the eastern portion of the casino building and adjacent parking lot; no interior renovations are proposed. The extents of the proposed improvements are identified in the images on the following pages.

The proposed alterations include:

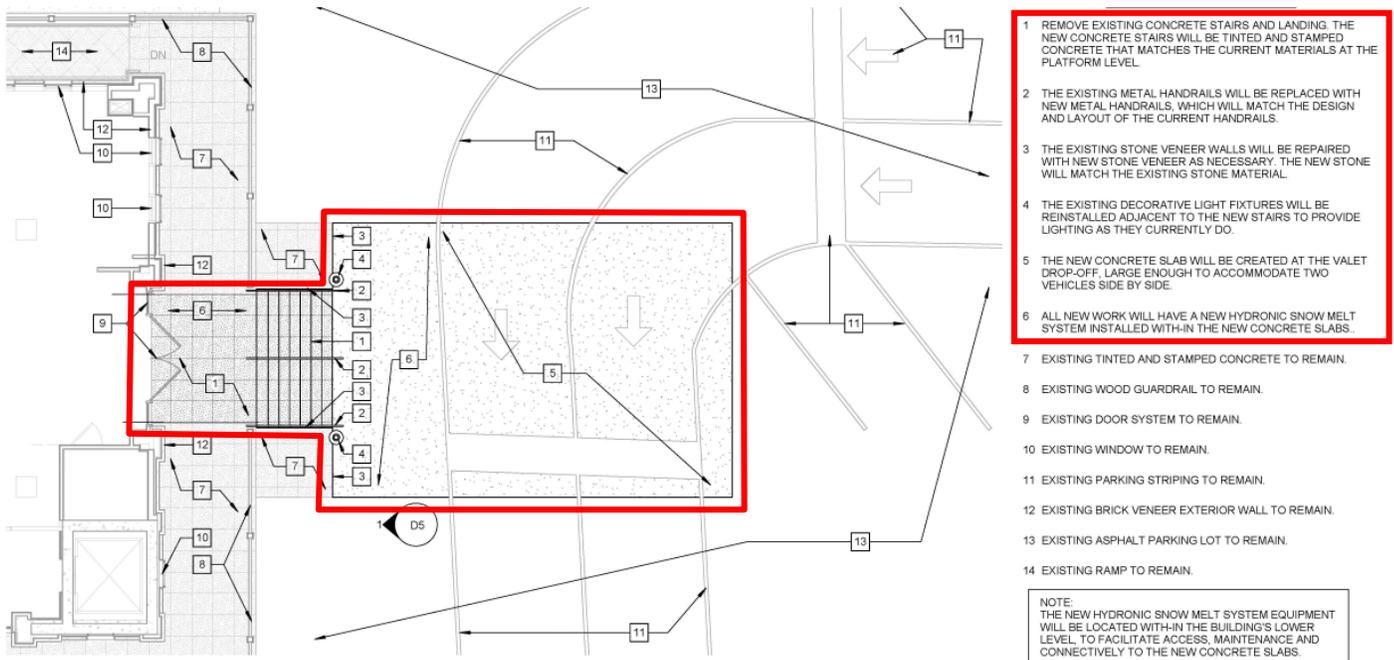
- **Replacement of Concrete Stairs:** The new stairs will be stamped concrete tinted sandstone color to match the current platform materials, and will be consolidated into a single flight of stairs from the platform level to the parking lot level.
- **Replacement of Concrete Landing:** A new concrete slab will be created at the Valet drop off, large enough to accommodate two vehicles side by side.
- **Hydronic Snow Melt System:** Both the new stairs and concrete landing will have a new in-slab hydronic snow melt system installed. The associated equipment will be located within the buildings lower level to facilitate access, maintenance, and connectivity to the new concrete slabs.
- **Stone Veneer Wall Repair:** The existing stone veneer walls flanking the stairs will be repaired with new stone as necessary to match the existing stone material.
- **Reinstallation of Decorative Light Fixtures:** The existing decorative light fixtures located at the bottom of the stairs will be reinstalled adjacent to the new stairs.

**Fig 1. Existing Conditions – Overhead View**



**Red Areas =  
Proposed  
Project Area**

**Fig 2. Proposed Alterations – Overhead View**



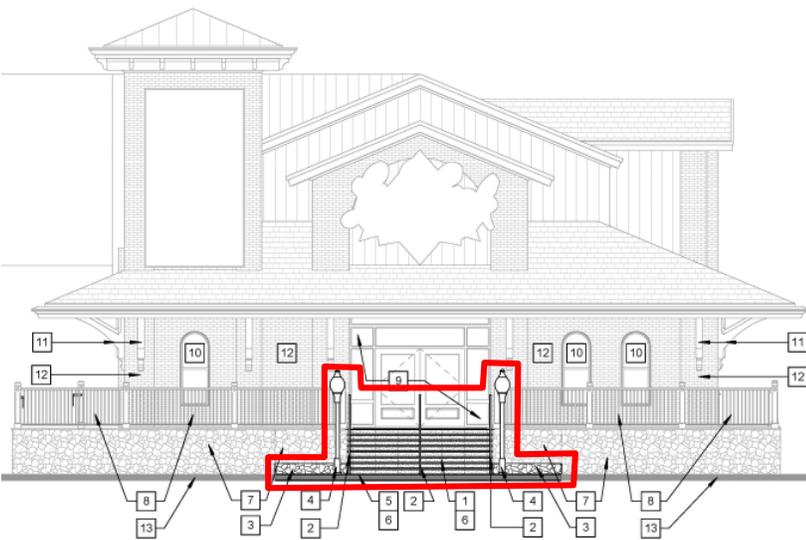
**Fig 3. Existing Conditions – Project Area**



**Fig 4. Existing Conditions – Stairway, Stone Veneer, Decorative Lighting**



**Proposed Alterations – Elevation View**



- 1 REMOVE EXISTING CONCRETE STAIRS AND LANDING. THE NEW CONCRETE STAIRS WILL BE TINTED AND STAMPED CONCRETE THAT MATCHES THE CURRENT MATERIALS AT THE PLATFORM LEVEL.
- 2 THE EXISTING METAL HANDRAILS WILL BE REPLACED WITH NEW METAL HANDRAILS, WHICH WILL MATCH THE DESIGN AND LAYOUT OF THE CURRENT HANDRAILS.
- 3 THE EXISTING STONE VENEER WALLS WILL BE REPAIRED WITH NEW STONE VENEER AS NECESSARY. THE NEW STONE WILL MATCH THE EXISTING STONE MATERIAL.
- 4 THE EXISTING DECORATIVE LIGHT FIXTURES WILL BE REINSTALLED ADJACENT TO THE NEW STAIRS TO PROVIDE LIGHTING AS THEY CURRENTLY DO.
- 5 THE NEW CONCRETE SLAB WILL BE CREATED AT THE VALET DROP-OFF, LARGE ENOUGH TO ACCOMMODATE TWO VEHICLES SIDE BY SIDE.
- 6 ALL NEW WORK WILL HAVE A NEW HYDRONIC SNOW MELT SYSTEM INSTALLED WITH-IN THE NEW CONCRETE SLABS.

- 7 EXISTING STONE VENEER WALLS TO REMAIN.
- 8 EXISTING WOOD GUARDRAIL TO REMAIN.
- 9 EXISTING DOOR SYSTEM TO REMAIN.
- 10 EXISTING WINDOW TO REMAIN.
- 11 EXISTING DECORATIVE WOOD SUPPORT BRACKET TO REMAIN.
- 12 EXISTING BRICK VENEER EXTERIOR WALL TO REMAIN.
- 13 EXISTING ASPHALT PARKING LOT TO REMAIN.

NOTE:  
THE NEW HYDRONIC SNOW MELT SYSTEM EQUIPMENT WILL BE LOCATED WITH-IN THE BUILDING'S LOWER LEVEL, TO FACILITATE ACCESS, MAINTENANCE AND CONNECTIVELY TO THE NEW CONCRETE SLABS.

## Applicable City of Black Hawk Regulations

Excerpts from:

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

*Sec. 16-368. 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 (CofA) issued by the City Council for any of the following acts:*

- 1. Construction of a new building, structure or improvement;*
- 2. Alteration or reconstruction of, or addition to, the exterior of any improvement;*
- 3. Demolition of any improvement;*
- 4. Construction or erection of or addition to any improvement upon any land located within the City;*

*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;*

The applicant has submitted a plan view and elevation diagram identifying the locations of the proposed renovations.

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

A representative of the Lady Luck Casino will provide additional information at the City Council meeting if needed.

*3. The purpose of this Chapter:*

The purpose of this Chapter is to ensure that all development and in this case, the new renovations, meet the zoning requirements of the City of Black Hawk. The property is zoned Gaming Outstanding Lodging and Dining (GOLD) with a PUD overlay. This district encourages a complementary mix of retail, services, restaurants, and lodging accommodations in a manner which recognizes the continuing viability of the City as a destination resort community. The District development standards (Sec. 16-97) have been used in evaluating the project as well. Staff finds that the proposed renovations will continue to uphold these zoning standards.

**4. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City:**

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:**

The proposed renovations will match or compliment the current design, materials, and colors of materials currently present in the Lady Luck Casino eastern entrance. All renovations are appropriate for the GOLD zone district,

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

The architecture of the building fits in with the historic character of the city. The proposed renovations to the stairs, parking lot landing slab, stone veneer, and decorative lighting will not affect the historic or aesthetic interest of the site or the district.

**7. The design standards for the City:**

The proposed renovations have been reviewed against the Commercial Design Guidelines for Non-historic Buildings. The Lady Luck Casino does not qualify as a historic building in that it is not greater than 50 years old. The design guidelines dictate that alterations made to non-historic buildings shall use existing historical architectural details found on other buildings within the City. The proposed renovations to the Lady Luck Casino are appropriate for the district and will match the design present and previously approved for the casino.

**STAFF COMMENTS:**

Staff from Baseline Corporation has evaluated the information provided by the Lady Luck Casino representative, Mark A. Beck of Kuhlman Design Group, Inc. The City of Black Hawk Municipal Code allows for exterior renovations of non-residential buildings with the approval of a Certificate of Appropriateness. Staff from Baseline Corporation recommends that a Certificate of Appropriateness be granted. The proposed renovations are acceptable and meet the Design Guidelines for commercial uses adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Appropriateness for exterior renovations be granted, subject to the following conditions:

1. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.

**FINDINGS:**

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

*The proposed Lady Luck exterior alterations maintain the visual and physical quality of the Casino's façade as well as the Main Street and Mill Street intersection. The proposal meets the intent of the criteria outlined in Section 16-368 of the Municipal Code and those found in Black Hawk's Design Guidelines as noted and evaluated in this staff report presented to City Council.*

**RECOMMENDATION:**

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a Certificate of Appropriateness for the Lady Luck Casino exterior renovations, as submitted and included with this staff report. The conditions are as follows:

1. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.

Attachments:

- Land Development Application Form
- Project Narrative
- Floor Plan
- Architectural elevations

# **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

**STEP 2**  
**PRE-PLANNING &**  
**LAND DEVELOPMENT**  
**APPLICATION**

**TO BE COMPLETED BY APPLICANT**

DATE: \_\_\_\_\_ APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

APPLICANT MAILING ADDRESS: \_\_\_\_\_

APPLICANT CONTACT NUMBER \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PROPERTY OWNER NAME: \_\_\_\_\_

PROPERTY OWNER ADDRESS: \_\_\_\_\_

PROPERTY OWNER MAILING ADDRESS: \_\_\_\_\_

PROPERTY OWNER CONTACT NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

IS PROPERTY WITHIN CITY LIMITS: YES  NO

PRESENT ZONING: \_\_\_\_\_ CURRENT USE: \_\_\_\_\_

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): \_\_\_\_\_

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): \_\_\_\_\_

GILPIN COUNTY ASSESSOR'S I.D. NO.(S): \_\_\_\_\_ EXISTING PROPERTY SIZE: \_\_\_\_\_ ACRES/SQ.FEET  
 (PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: \_\_\_\_\_ 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.

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_



**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

**STEP 3**  
**LAND DEVELOPMENT**  
**APPLICATION**  
**PAGE 1 OF 2**

**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

April 15, 2016

City of Black Hawk  
Community Planning and Development Department  
211 Church Street  
Black Hawk, Colorado 80422

Re: Lady Luck Casino  
Hydronic Snow Melt Package  
Isle of Capri Casino  
KdG Project No. 150111-0002

To Whom It May Concern:

By the request of our client, Isle of Capri Casinos, Inc., we respectfully submit for your review and approval the attached Certificate of Appropriateness Package for Lady Luck Casino.

The Owner will be performing exterior work on the east portion this facility. All work for this project is on the exterior of the building, excluding the new snow melt system equipment and the mechanical and electrical work to support the new hydronic snow melt system.

- The attached package identifies the replacement of the existing concrete stairs and landing at the east entrance to the building. The new concrete stairs will be consolidated into a single flight of stairs from the platform level to the parking lot level. The new stairs will be tinted and stamped concrete that matches the current materials at the platform level. A new concrete slab will be created at the Valet drop-off, large enough to accommodate two vehicles side by side.
- All new work described above will have a new hydronic snow melt system installed with-in the new concrete slabs.
- The existing metal handrails will be replaced with new metal handrails, which will match the design and layout of the current rails.
- The existing stone veneer walls flanking the existing / new stairs will be repaired with new stone veneer as necessary, the new stone will match the existing stone material.
- The existing decorative light fixtures, located at the bottom of the stairs, will be reinstalled adjacent to the new stair to provide lighting as they currently do.
- New hydronic snow melt system equipment will be located with-in the building's lower level, to facilitate access, maintenance and connectively to the new concrete slabs.

We are available to answer any questions or issues you have regarding this submittal.

Sincerely,

Kuhlmann *design* Group, Inc.



Mark A. Beck, AIA  
Project Manager

MAB/kmn

Enclosures

cc: Kevin Stevens, IOC  
Pete Maruska, KdG

K:\IOC\Blackhawk\150111 0002 IOC BH LL Snow Melt\01 Administration\10 Permits\112\_CityBHSubmittalLtr-2016-04-15.docx



**SYMBOL**

**# KEYED NOTES - EXTERIOR ELEVATION**

- 1 REMOVE EXISTING CONCRETE STAIRS AND LANDING. THE NEW CONCRETE STAIRS WILL BE TINTED AND STAMPED CONCRETE THAT MATCHES THE CURRENT MATERIALS AT THE PLATFORM LEVEL.
- 2 THE EXISTING METAL HANDRAILS WILL BE REPLACED WITH NEW METAL HANDRAILS, WHICH WILL MATCH THE DESIGN AND LAYOUT OF THE CURRENT HANDRAILS.
- 3 THE EXISTING STONE VENEER WALLS WILL BE REPAIRED WITH NEW STONE VENEER AS NECESSARY. THE NEW STONE WILL MATCH THE EXISTING STONE MATERIAL.
- 4 THE EXISTING DECORATIVE LIGHT FIXTURES WILL BE REINSTALLED ADJACENT TO THE NEW STAIRS TO PROVIDE LIGHTING AS THEY CURRENTLY DO.
- 5 THE NEW CONCRETE SLAB WILL BE CREATED AT THE VALET DROP-OFF, LARGE ENOUGH TO ACCOMMODATE TWO VEHICLES SIDE BY SIDE.
- 6 ALL NEW WORK WILL HAVE A NEW HYDRONIC SNOW MELT SYSTEM INSTALLED WITH-IN THE NEW CONCRETE SLABS..
- 7 EXISTING STONE VENEER WALLS TO REMAIN.
- 8 EXISTING WOOD GUARDRAIL TO REMAIN.
- 9 EXISTING DOOR SYSTEM TO REMAIN.
- 10 EXISTING WINDOW TO REMAIN.
- 11 EXISTING DECORATIVE WOOD SUPPORT BRACKET TO REMAIN.
- 12 EXISTING BRICK VENEER EXTERIOR WALL TO REMAIN.
- 13 EXISTING ASPHALT PARKING LOT TO REMAIN.

NOTE:  
THE NEW HYDRONIC SNOW MELT SYSTEM EQUIPMENT WILL BE LOCATED WITH-IN THE BUILDING'S LOWER LEVEL, TO FACILITATE ACCESS, MAINTENANCE AND CONNECTIVELY TO THE NEW CONCRETE SLABS.

**1 EXTERIOR ELEVATION - EAST**  
SCALE: 1/8" = 1'-0"

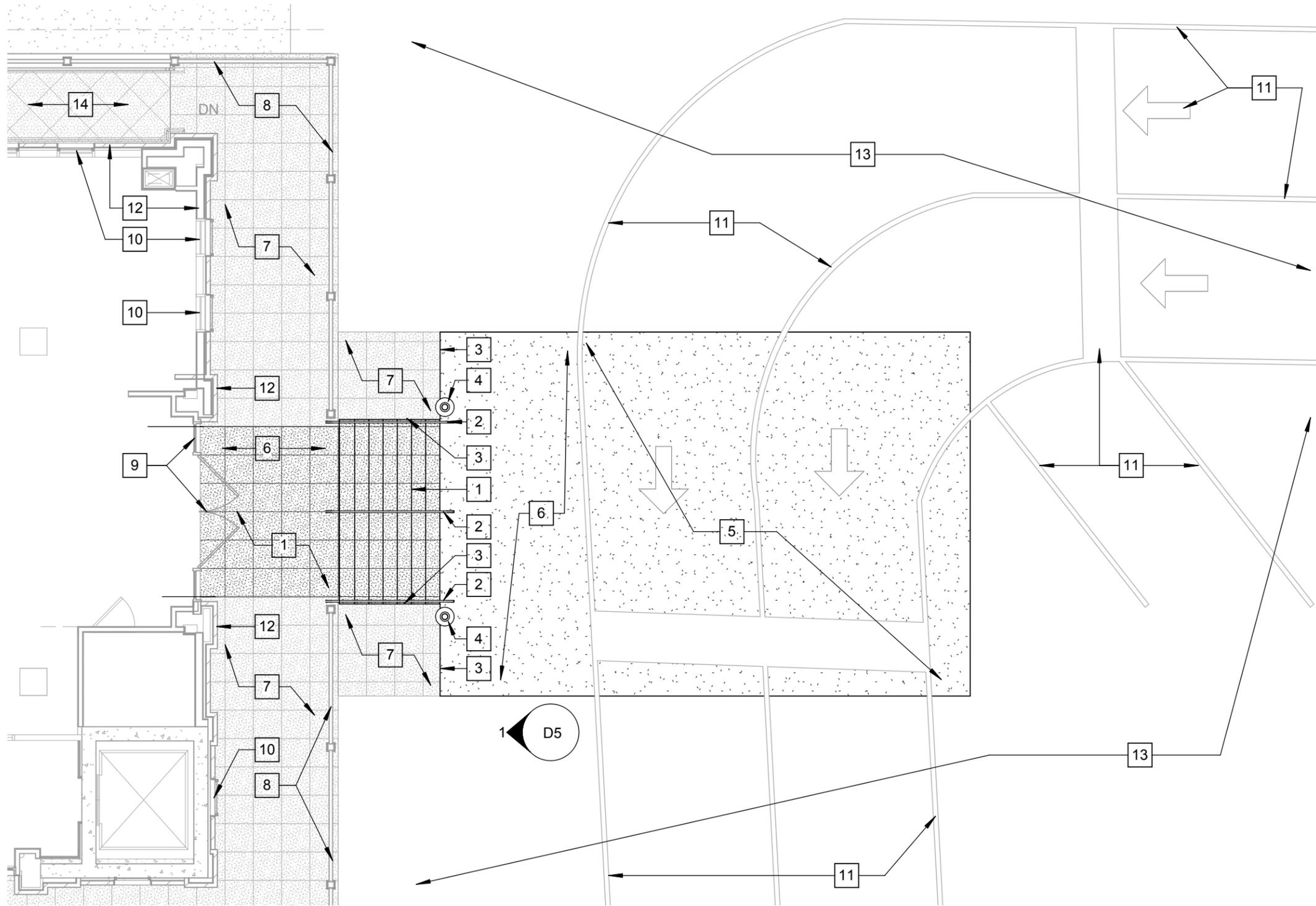
04/14/16

150111-0002



**LADY LUCK CASINO**  
**HYDRONIC SNOW MELT**  
BLACK HAWK, COLORADO





**SYMBOL**  
**# KEYED NOTES - SITE PLAN**

- 1 REMOVE EXISTING CONCRETE STAIRS AND LANDING. THE NEW CONCRETE STAIRS WILL BE TINTED AND STAMPED CONCRETE THAT MATCHES THE CURRENT MATERIALS AT THE PLATFORM LEVEL.
- 2 THE EXISTING METAL HANDRAILS WILL BE REPLACED WITH NEW METAL HANDRAILS, WHICH WILL MATCH THE DESIGN AND LAYOUT OF THE CURRENT HANDRAILS.
- 3 THE EXISTING STONE VENEER WALLS WILL BE REPAIRED WITH NEW STONE VENEER AS NECESSARY. THE NEW STONE WILL MATCH THE EXISTING STONE MATERIAL.
- 4 THE EXISTING DECORATIVE LIGHT FIXTURES WILL BE REINSTALLED ADJACENT TO THE NEW STAIRS TO PROVIDE LIGHTING AS THEY CURRENTLY DO.
- 5 THE NEW CONCRETE SLAB WILL BE CREATED AT THE VALET DROP-OFF, LARGE ENOUGH TO ACCOMMODATE TWO VEHICLES SIDE BY SIDE.
- 6 ALL NEW WORK WILL HAVE A NEW HYDRONIC SNOW MELT SYSTEM INSTALLED WITH-IN THE NEW CONCRETE SLABS..
- 7 EXISTING TINTED AND STAMPED CONCRETE TO REMAIN.
- 8 EXISTING WOOD GUARDRAIL TO REMAIN.
- 9 EXISTING DOOR SYSTEM TO REMAIN.
- 10 EXISTING WINDOW TO REMAIN.
- 11 EXISTING PARKING STRIPING TO REMAIN.
- 12 EXISTING BRICK VENEER EXTERIOR WALL TO REMAIN.
- 13 EXISTING ASPHALT PARKING LOT TO REMAIN.
- 14 EXISTING RAMP TO REMAIN.

**NOTE:**  
 THE NEW HYDRONIC SNOW MELT SYSTEM EQUIPMENT WILL BE LOCATED WITH-IN THE BUILDING'S LOWER LEVEL, TO FACILITATE ACCESS, MAINTENANCE AND CONNECTIVELY TO THE NEW CONCRETE SLABS.

**1 FLOOR PLAN - LEVEL ONE**  
 SCALE: 1/8" = 1'-0"

04/14/16

150111-0002



**LADY LUCK CASINO**  
**HYDRONIC SNOW MELT**  
 BLACK HAWK, COLORADO



**RESOLUTION 37-2016**  
**A RESOLUTION**  
**CONDITIONALLY**  
**APPROVING A**  
**CERTIFICATE OF**  
**APPROPRIATENESS FOR**  
**CONSTRUCTION OF AN**  
**EXTERIOR**  
**REPLACEMENT DECK**  
**AND STAIRS AT 211**  
**GREGORY STREET**

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

**Resolution No. 37-2016**

**TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR CONSTRUCTION OF AN EXTERIOR REPLACEMENT DECK AND STAIRS AT 211 GREGORY STREET**

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

**Section 1.** The City Council hereby determines to conditionally approve the Certificate of Appropriateness for construction of an exterior replacement deck and stairs at 211 Gregory Street, upon satisfaction of the following conditions:

- A. The proposed enhancements, including deck, stairs and railings shall be painted or sealed to protect the deck and stairs;
- B. All stairs shall have closed risers; and
- C. A building permit shall be obtained before work can commence.

RESOLVED AND PASSED this 11<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
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 Certificate of Appropriateness for the replacement of an existing deck located at the rear of the building, located on property described in Exhibit A and generally located at 211 Gregory Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, May 11, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

### ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner  
City Clerk

Exhibit A

211 Gregory Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 028 Lot: 003 THRU:- Lot: 005 (PT LTS 3 & 5)

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

---

**SUBJECT:**

Certificate of Appropriateness / Eureka Deck Replacement (P-16-07)

**RECOMMENDATION:**

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

**MOTION TO APPROVE Resolution No. 37-2016, a Resolution approving a Certificate of Appropriateness for the construction of an exterior replacement deck and stairs at 211 Gregory Street with the following conditions:**

1. The proposed enhancements, including deck, stairs and railings shall be painted or sealed to protect the deck and stairs.
2. All stairs shall have closed risers.
3. A building permit shall be obtained before work can commence.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Black Hawk has received an application (4/15/2016) for a Certificate of Appropriateness (CofA) for the property at 211 Gregory Street. This project proposes reconstruction of an existing deck and stairs. Attached to this staff report is a copy of the original land use application and structural plans. Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be approved.

**AGENDA DATE:**

May 11, 2016

**WORKSHOP DATE:**

N/A

**FUNDING SOURCE:**

N/A

**DEPARTMENT DIRECTOR APPROVAL:**

Yes       No

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker, CoBH CP&D  
Vincent Harris, Baseline Corporation

**DOCUMENTS ATTACHED:**

Resolution 37-2016, Staff Report, Land Use Application, Structural Plans

**RECORD:**

Yes       No

**CITY ATTORNEY REVIEW:**

Yes       N/A

**SUBMITTED BY:**

  
\_\_\_\_\_  
4/27/2016  
Vince Harris, Baseline Corporation

**REVIEWED BY:**

  
\_\_\_\_\_  
Jack D. Lewis, City Manager

# **Staff Report**

**STAFF REPORT: Certificate of Appropriateness – Exterior Deck & Stairs Replacement**

**For:** City Council  
**Project:** P-16-07 Exterior Deck & Stairs Replacement  
**Property Address:** 211 Gregory Street (Formerly Eureka Casino)  
**Applicants:** City of Black Hawk  
**Zoning:** History Appreciation Recreation Destination (HARD)  
**Prepared by:** Julie Esterl, Baseline Corporation  
**Approved by:** Vincent Harris, Baseline Corporation  
**Reviewed by:** Cynthia Linker, CP&D Administrator



---

**BACKGROUND:**

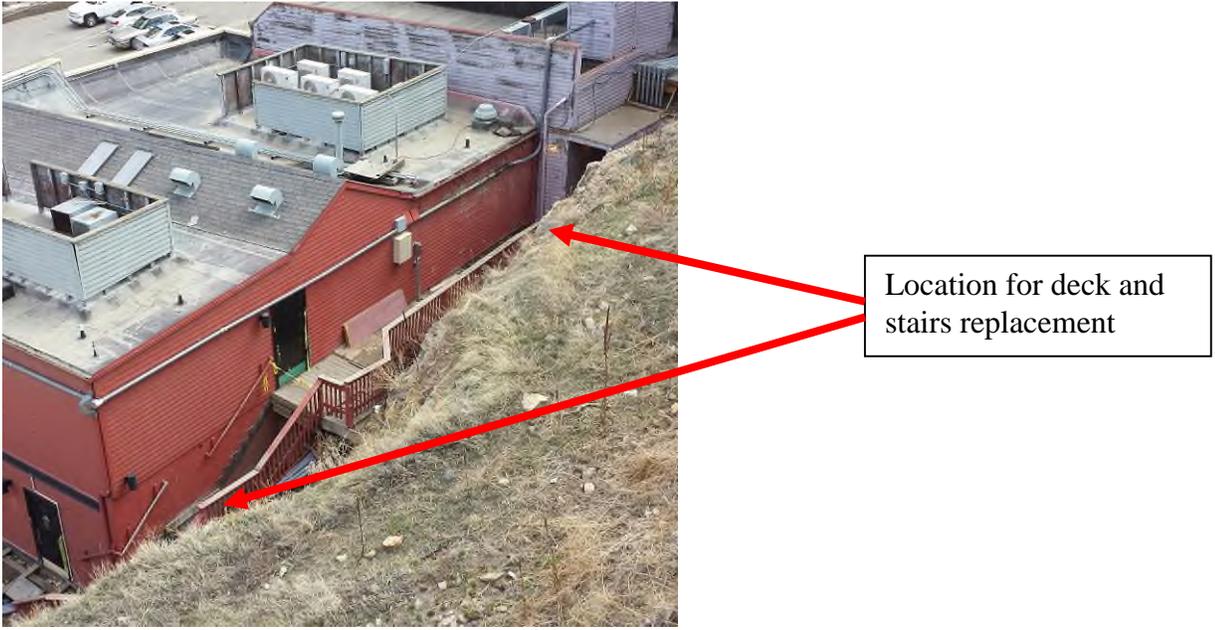
The City of Black Hawk has received (April 15, 2016) an application for a Certificate of Appropriateness from Matt Reed representing the City of Black Hawk. The application proposes improvements that will replace the existing deck and stairs positioned on the rear exterior of the building located at 211 Gregory Street. The proposed deck and stairs will be located on the north facing facade of the building. The proposed location is outlined in the graphics below (Image 1a and 1b). No other additional improvements are proposed at this time.

The intent of this project is to replace an old and deteriorating deck and stairs with a new deck and stairs that will continue to provide access to the rear of the building. Diagrams of the proposed deck and stairs replacement have been included below (Images 2 & 3).

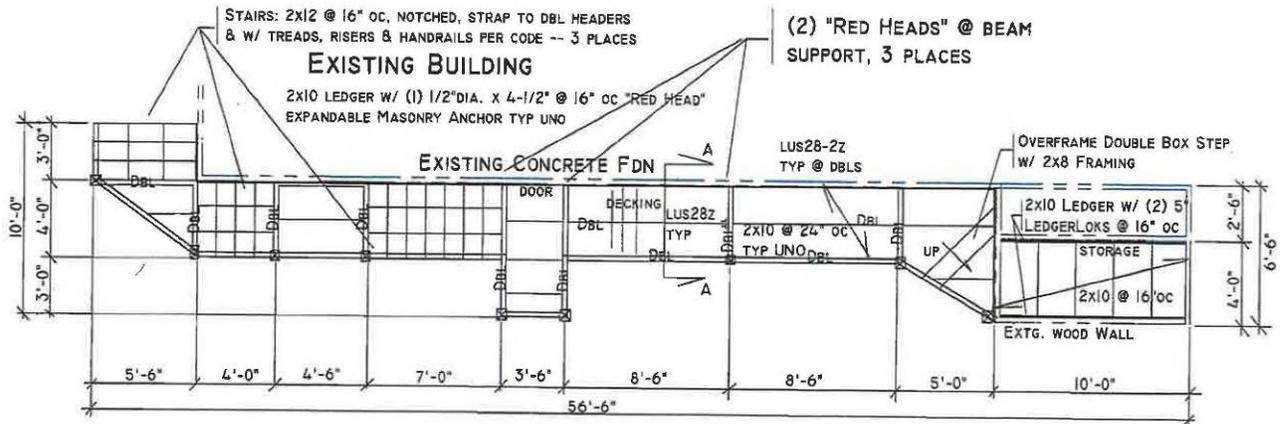
***Image 1a. Location of deck and stairs replacement: Rear façade of building facing Church Street.***



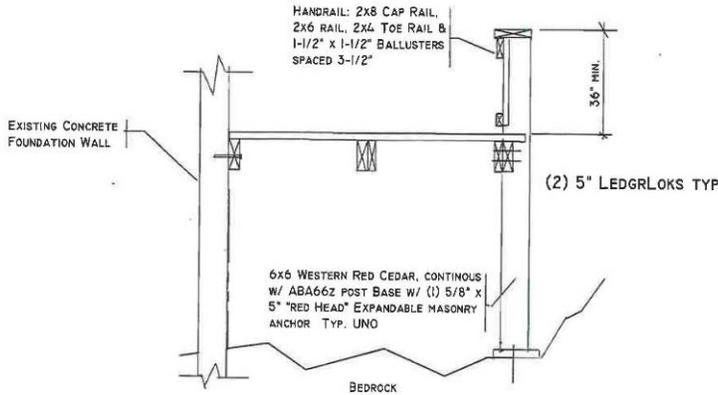
**Image 1b. Location of deck and stairs replacement: Rear façade of building facing Church Street.**



**Image 2: Deck and Stairs Replacement (Plan View)**



**Image 3: Deck Replacement (Section View)**



The proposed plans have been reviewed by staff for compliance with the City of Black Hawk’s Commercial Design Guidelines and the Municipal Code. A summary of the proposal’s compliance with these Design Guidelines follows.

**APPLICABLE CITY OF BLACK HAWK REGULATIONS:**

**Excerpts from:**

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

**Sec. 16-368:** 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 (CofA) issued by the City Council for any of the following acts:

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

**16-368 (3) f.** *Criteria for determining appropriateness of proposed erection, construction, reconstruction or alteration. In determining appropriateness of a proposed site plan or building permit for the erection, construction or alteration of a building, the HPC and the City Council shall consider the following:*

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

Staff comment: The applicant has submitted plans that are included in this Staff Report.

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

Baseline staff as well as a representative of The City of Black Hawk will provide additional information at the City Council meeting if needed.

**3. The purpose of this Chapter;**

The purpose of this Chapter is to ensure that all development, and in this case the deck and stairs replacement, meet the zoning requirements of the City of Black Hawk. The property is zoned History Appreciation Recreation Destination (HARD). Staff finds that the existing building with proposed improvements will continue to uphold these zoning standards.

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

The applicant has and will continue to pay all necessary fees.

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

The proposed deck and stairs replacement is of an appropriate design for the building.

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

The proposed deck and stairs replacement will be very similar in size and materials to the existing deck and stairs. The proposed change will have minimal noticeable effects on the rear façade of the building, and virtually no effects on the front façade of the building.

**7. The design standards for the City:**

The proposed deck and stairs replacement to the building addresses the following standards within the Black Hawk Commercial Design Guidelines:

## ***XII. Stairs and Ramps***

- a) In new buildings based on historic commercial forms, consider using metal or wood stairs that attach to the side of the building.***
- b) When designing a project, look for interesting left-over spaces in which to locate required stairs on the building exterior. Commercial Design Guidelines City of Black Hawk, Colorado Page 53***
- c) Steps and stairs shall be painted steel or wood, or natural or colored concrete or metal, and shall have closed risers.***
- d) Steps that are scaled appropriately to the building entrances will identify the entry location to the pedestrian and give presence to the building entry.***
- e) Ramps must be provided on accessible commercial entrances, and auto operators are highly recommended on gaming establishments because of the elderly population.***
- f) Ramps at the building entry shall blend into the design of the entry and not appear to be an addition. Start the ramp where the least elevation change would be negotiated.***
- g) Ramps shall be constructed of concrete or wood, or may be part of a sidewalk circulation system. Metal ramps may also be used. All ramps shall have a slip-resistant finish or surface. Exterior railings shall have similar designs to those seen historically.***
- h) Balusters shall be a minimum of one inch square. Top rails shall be a minimum depth of three inches. Bottom rails shall be a minimum depth of two inches.***
- i) Handrails and guardrails shall be smooth and free of obstructions that might injure the public. Compliance with all applicable building codes is required.***

The proposed replacement deck, stairs and railing will be constructed of construction grade redwood and posts will be western red cedar. These materials comply with the Design Guidelines.

## ***XIII. Porches, Patios and Arcades***

- a) Patios on large commercial projects, such as hotels, shall be recessed into the façade of the building. Guard rail elements shall be of a similar material to other architectural features on the building.***
- b) Patios are not allowed on the street façade of historic commercial buildings.***
- c) If porches are used, they shall define primary entrances, and shall be in scale with those seen historically***
- d) Base porch details on historic models, matching the original proportions and spacing of balusters.***
- e) Avoid the use of wrought iron posts and railings on porches.***
- f) Arcades may be considered in certain districts to provide shelter and direct pedestrians to the building entry.***

The proposed replacement deck and stairs will be located on the rear façade of the building which is in compliance with the Design Guidelines.

**STAFF COMMENTS:**

Baseline Staff has evaluated the information provided by the City of Black Hawk. The City of Black Hawk Municipal Code allows for exterior renovations of non-residential buildings with the approval of a Certificate of Appropriateness. Baseline Staff recommends that a Certificate of Appropriateness be granted. The proposed renovations are acceptable and meet the Commercial Design Guidelines adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Appropriateness for exterior deck and stairs replacement be granted, subject to the following conditions:

1. The proposed enhancements, including deck, stairs and railings shall be painted or sealed to protect the deck and stairs.
2. All stairs shall have closed risers.
3. A building permit shall be obtained before work can commence.

**FINDINGS:**

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

*The proposed exterior replacement deck and stairs will not significantly change the visual and physical quality of the building’s façade as well as Gregory Street or Church Street. The proposed improvements will increase the quality and safety of the building. The proposal meets the intent of the criteria outlined in Section 16-368 of the Municipal Code and those found in Black Hawk’s Commercial Design Guidelines as noted and evaluated in this staff report presented to City Council.*

**RECOMMENDATION:**

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a Certificate of Appropriateness for the Exterior deck and stairs replacement, as submitted and included with this staff report with the following conditions:

1. The proposed enhancements, including deck, stairs and railings shall be painted or sealed to protect the deck and stairs.
2. All stairs shall have closed risers.
3. A building permit shall be obtained before work can commence.

**ATTACHMENTS:**

- Land Development Application Form
- Applicant Submittal

# **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

**STEP 2  
PRE-PLANNING &  
LAND DEVELOPMENT  
APPLICATION**

DATE: April 15, 2016 APPLICANT NAME: City of Black Hawk

APPLICANT ADDRESS: 987 Miners Mesa Road, Black Hawk CO 80422

APPLICANT MAILING ADDRESS: P.O. Box 68, Black Hawk CO 80422

APPLICANT CONTACT NUMBER (303) 582-2288 EMAIL ADDRESS: mreed@cityofblackhawk.org

PROPERTY OWNER NAME: Same as Applicant

PROPERTY OWNER ADDRESS: \_\_\_\_\_

PROPERTY OWNER MAILING ADDRESS: \_\_\_\_\_

PROPERTY OWNER CONTACT NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PROJECT NAME: Deck replacement at the Eureka (211 Gregory Street)

PROJECT ADDRESS: 211 Gregory Street, Black Hawk CO 80422

PROJECT DESCRIPTION: Reconstruct deck and stairs on northwest and northeast sides of 211 Gregory Street

IS PROPERTY WITHIN CITY LIMITS: YES  NO

PRESENT ZONING: History Appreciation Recreation District CURRENT USE: Vacant commercial building

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): N/A

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): N/A

GILPIN COUNTY ASSESSOR'S I.D. NO.(S): R003888 EXISTING PROPERTY SIZE: 7,450 SQ.FEET

(PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: 4,055 SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: N/A

**APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING**

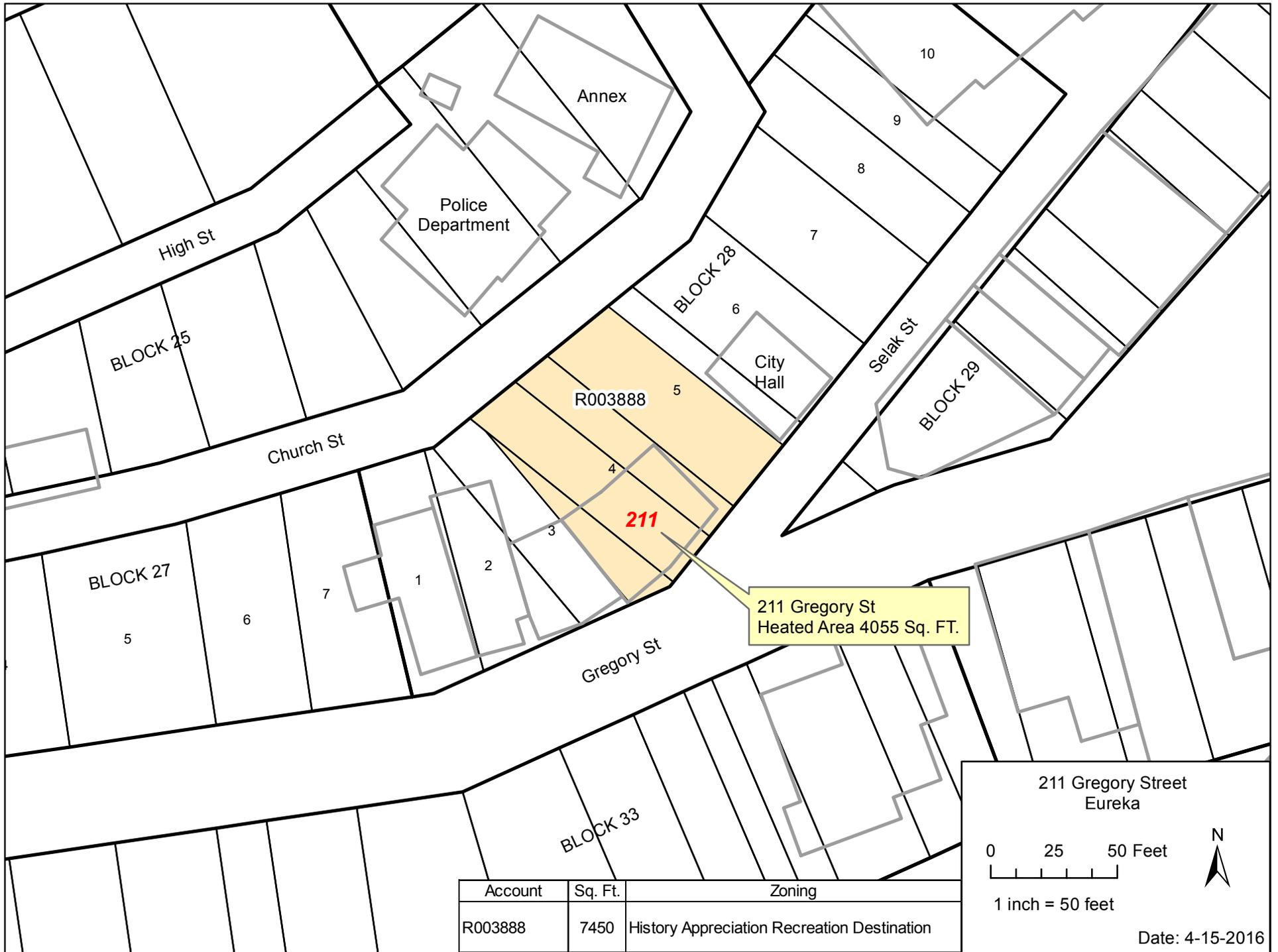
**FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANT TO PAY FEES TO COVER THE COSTS THE CITY MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT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

SIGNATURE OF APPLICANT: Matthew R. [Signature] DATE: 4-15-16

TO BE COMPLETED BY APPLICANT



211 Gregory St  
Heated Area 4055 Sq. FT.

211 Gregory Street  
Eureka

0 25 50 Feet

1 inch = 50 feet

N

Date: 4-15-2016

Account	Sq. Ft.	Zoning
R003888	7450	History Appreciation Recreation Destination

**DECK REPLACEMENT  
FOR  
THE EUREKA  
211 GREGORY ST.  
BLACK HAWK, 80422**

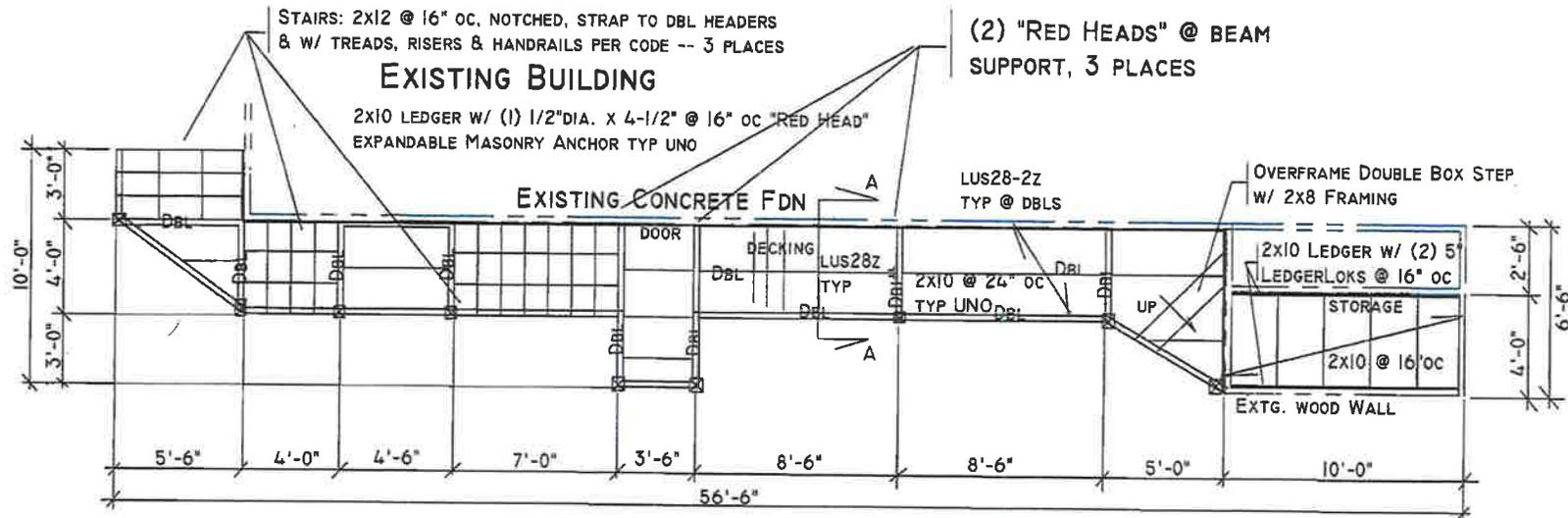
DESIGN: 2015 IBC  
DECK DEAD LOAD = 10 PSF  
DECK LIVE LOAD = 100 PSF (EXIT WALKWAY)  
STORAGE LIVE LOAD = 250 PSF  
WIND = 130 MPH (3-SEC GUST) EXPOSURE C  
SNOW = 75 PSF

2012 NDS FOR WOOD CONSTRUCTION

PAGE 1 / 2

FRAMING PLAN

SCALE: 1/8"=1'

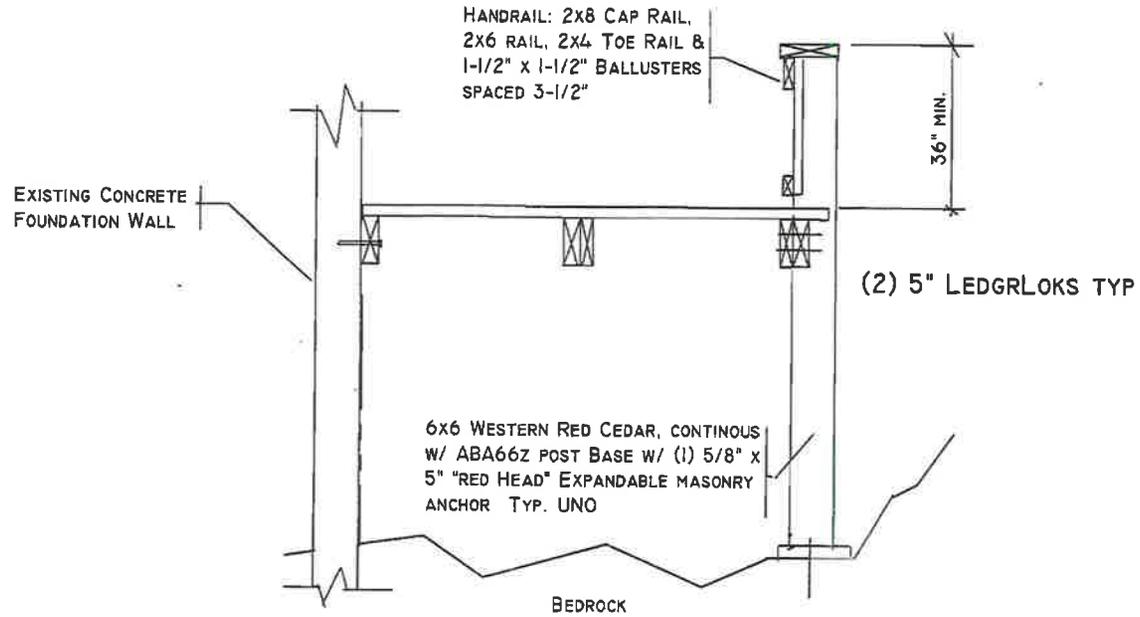


FRAMING LUMBER - #2 SP, PT FOR ABOVE GROUND  
DECKING & RAILING -- CON HEART REDWOOD  
POSTS -- #2 WESTERN RED CEDAR  
SIMPSON STRONG-TIE CONNECTORS, ZMAX FINISH  
FASTENMASTER LEDGERLOKS  
RED HEAD EXPANDABLE MASONRY ANCHORS



DECK REPLACEMENT  
FOR  
THE EUREKA  
211 GREGORY ST.  
BLACK HAWK, 80422

NOT TO SCALE



SECTION A-A

CON HEART REDWOOD 2X6 DECKING, FACE SCREWED TO JOISTS



**RESOLUTION 38-2016**  
**A RESOLUTION**  
**APPROVING THE**  
**PURCHASE AND**  
**INSTALLATION OF A NEW**  
**VEHICLE EXHAUST**  
**SYSTEM FOR THE BLACK**  
**HAWK FIRE STATION**  
**FROM AIRPRO INC. FOR**  
**THE AMOUNT OF**  
**\$78,650.00**

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

**Resolution No. 38-2016**

**TITLE: A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A NEW VEHICLE EXHAUST SYSTEM FOR THE BLACK HAWK FIRE STATION FROM AIRPRO INC. FOR THE AMOUNT OF \$78,650.00**

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

Section 1. The City Council approves the purchase and installation of a new vehicle exhaust system for the Black Hawk Fire Station from Airpro Inc. for the amount of \$78,650.00.

RESOLVED AND PASSED this 11<sup>th</sup> day of May, 2016.

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

ATTEST:

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

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

---

**SUBJECT:** A resolution approving the purchase and installation of a new vehicle exhaust system for the fire station.

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

**MOTION TO APPROVE** Resolution 38-2016 A resolution approving the purchase and installation of a new vehicle exhaust system for the fire station from Airpro Inc. at a cost of \$78,650.00

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** To remove potentially harmful exhaust particulate from diesel engines the Fire Station is equipped with a vehicle exhaust system. The current system is 19 years old and has had multiple system maintenance issues over the last 5 years. The availability of repair parts for this system is extremely limited to include having to order outside the US when a recent part failed. The currently installed system does not have a local repair representative and repeated attempts to contact them for repairs and a quote have been unsuccessful. The other company that does fire apparatus vehicle exhaust systems and meets the necessity for automatic, drive-away attachment is PlymoVent (Airpro, Inc.). The RFP was advertised for two (2) weeks to meet procurement requirements with no response.

**AGENDA DATE:** May 11, 2016

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** 305-3101-4317558

**DEPARTMENT DIRECTOR APPROVAL:** Yes No

**STAFF PERSON RESPONSIBLE:** Fire Chief Don Taylor

**DOCUMENTS ATTACHED:** Yes

**RECORD:** Yes No

**CITY ATTORNEY REVIEW:** Yes N/A

**SUBMITTED BY:**



Don Taylor, Fire Chief/Emergency Manager

**REVIEWED BY:**



Jack D. Lewis, City Manager



**3875 ELM STREET  
DENVER, CO 80207  
PHONE: 303-320-8400 FAX: 303-320-8423**

August 27, 2015

## **Black Hawk Fire Department Vehicle Exhaust Removal System**

**Project scope: Provide a Plymovent diesel exhaust removal system in the fire station for six emergency vehicles that back in the apparatus bays.**

**Product scope:**

- ◆ Three (3) each Plymovent STR-60 Straight Rail vehicle exhaust systems. Each Plymovent STR-60 system includes 60 ft. of rail profile, rail connectors, 120ft. of rubber lip material, seven mounting feet and vertical leg material.
- ◆ Six (6) each 6" dia. magnetic grabber nozzles, six each 25ft. high temperature flex hoses, traveling trolleys, balancers and metal hose saddles.

System includes:

- ◆ One each Plymovent model TEV-585-60, 7.5hp, 208V 3 phase direct drive exhaust fan includes a square to round discharge transition and a vertical blower discharge/backdraft damper to direct exhaust in an upblast direction.
- ◆ One each Plymovent Model OS-3, UL listed Electrical Control Panel including fan motor starter, fuses, timer and transformer for the wireless receiver.
- ◆ Interconnecting ductwork to be spiral type trunk / branch ducts, sweep elbows, welded, tapered 45-degree branch take-offs, heavy duty hangers and wall trims where required to cover wall penetrations.
- ◆ One each wireless receiver RCR433C-3R installed in the OS-3 control panel.
- ◆ Six each wireless transmitters KTXW-3V installed on the vehicles.

Project quote: \$78,650.00

Project includes:

- On-Site system layout, system start-up and product training.
- Project managed and installed by Airpro, Inc. personnel.
- Extended warranty to 5 years
- Tailpipe conical adaptors
- Electrical
- Permits
- Extra tailpipe conicals

## Terms

Net 30 Days

Freight not included

Shipping in three weeks

Excludes tailpipe modifications if needed.

AIRPRO, Inc. operates as a full service organization providing sales, service, design, installation and maintenance on all Plymovent ventilation products.

If you have any questions, please contact me at 303-320-8400.

Thank you,

A handwritten signature in black ink, appearing to read "Steve Ferguson". The signature is written in a cursive style with a large initial "S" and "F".

Steve Ferguson

**RESOLUTION 39-2016**  
**A RESOLUTION**  
**APPROVING THE**  
**AGREEMENT OF LEASE**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AS LESSOR**  
**AND THE GILPIN COUNTY**  
**EDUCATION**  
**FOUNDATION AS LESSEE**  
**FOR PROPERTY**  
**LOCATED AT 137 CLEAR**  
**CREEK STREET, UNIT A,**  
**BLACK HAWK,**  
**COLORADO**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 39-2016

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE BETWEEN THE CITY OF BLACK HAWK AS LESSOR AND THE GILPIN COUNTY EDUCATION FOUNDATION AS LESSEE FOR PROPERTY LOCATED AT 137 CLEAR CREEK STREET, UNIT A, BLACK HAWK, COLORADO**

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

**Section 1.** The City Council hereby approves the Agreement of Lease between the City of Black Hawk as Lessor and the Gilpin County Education Foundation as Lessee for Property Located at 137 Clear Creek Street, Unit A, Black Hawk, Colorado, and authorizes the Mayor to execute the same on behalf of the City

RESOLVED AND PASSED this 11<sup>th</sup> day of May, 2016.

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

ATTEST:

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

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

---

**SUBJECT:** Lease of 137 Clear Creek Street, Unit A.

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

**MOTION TO APPROVE:** Resolution 39 -2016, a Resolution approving the Agreement of Lease between the City of Black Hawk as Lessor and the Gilpin County Education Foundation as Lessee for property located at 137 Clear Creek Street, Unit A, Black Hawk, Colorado

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

**AGENDA DATE:** May 11, 2016

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:**  Yes  No

**STAFF PERSON RESPONSIBLE:** Lance Hillis, Finance Director

**DOCUMENTS ATTACHED:** Lease Agreement

**RECORD:**  Yes  No

**CITY ATTORNEY REVIEW:**  Yes  N/A

**SUBMITTED BY:**

**REVIEWED BY:**





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Lance Hillis, Finance Director

---

Jack D. Lewis, City Manager

## **AGREEMENT OF LEASE**

THIS LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Black Hawk (“Lessor”) and the Gilpin County Education Foundation (“Lessee”).

### **ARTICLE 1 - DEFINITIONS**

The following definitions apply when these terms are used in this Lease:

1.1 “Lessor” and “Lessee” include landlords and tenants and shall apply to persons, both men and women, companies, co-partnerships and corporations; and in reading this Lease, the necessary grammatical changes required to make its provisions mean and apply as aforesaid shall be made in the same manner as if written into the Lease.

1.2 “Premises” means the property with an address of 137 Clear Creek, Unit A, Black Hawk, Colorado 80422, 1st Floor, West Side (1,377 Rentable Square Feet).

### **ARTICLE 2 - LEASED PREMISES**

In consideration of the rents, covenants and agreements herein reserved and contained, Lessor demises and leases to Lessee, and Lessee rents from Lessor, the Premises.

### **ARTICLE 3 - TERM AND RENT**

3.1 Term of the Lease. The initial term of this Lease shall commence on May 12, 2016, and shall expire on December 31, 2021.

3.2 Holding Over. If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. A hold over monthly rental payment will be calculated in the same manner as described in Section 3.3 to cover the costs incurred by the Lessor.

3.3 Rent. Lessee shall pay rent to Lessor in the amount of Eight hundred & fifty dollars (\$850.00) per month for the first twelve months of this Lease. Lessee shall also pay any possessory taxes which may be assessed against the Premises. Commencing on the one year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to cover the actual costs incurred by the Lessor with respect to the premises. These costs include gas, electric, water, sewer and trash service used or consumed in the premises. Additionally, a proportional share of the common area costs will be included in the rent calculation based upon percentage the Rentable Square Feet comprise of the entire building known as 137 Clear Creek, Black Hawk, Colorado. Prior to adjustment of rent as provided in this paragraph 3.3, Lessor shall provide Lessee with written documentation verifying the actual costs incurred.

3.4 Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for two (2) additional five (5) year terms. All of the terms and conditions of the Lease shall apply during the renewal term.

3.5 Termination. Lessor and Lessee may terminate this Lease upon ninety (90) days written notice with cause or at any earlier time upon mutual agreement between both parties. Lessee may terminate this lease at any time without cause by providing Lessor with 120 days' advance written notice.

#### **ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS**

4.1 The Premises shall be used for the operation of a convenience store and associated permitted activities. Lessee further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Lessee.

4.2 Suitability. As of the date of his execution of this Lease, Lessee has inspected the physical condition of the Premises and has received the same in "as is" condition. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LATENT OR PATENT DEFECT THEREON. Lessee may use said Premises for the uses specified in this Lease, so long as such uses conform with zoning and use restrictions of all authorities affecting the Premises, and Lessee will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement or which constitutes a public or private nuisance or waste.

4.3 Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, modifications or improvements, in, to or about the Premises. Lessor will not unreasonably withhold its consent so long as any proposed alterations or improvements do not affect the structural integrity of the Premises. In addition, the authorized improvements to the Premises shall be subject to the provisions of Article 11 upon expiration or termination of the term of this Lease.

4.4 Lessee shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Lessee as a result of an agreement with, or the assent of Lessee. Nothing in this Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against Lessor's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record

within thirty (30) days after the date Lessee has knowledge of such filing. If Lessee shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Lessee shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and/or claim.

#### **ARTICLE 5 - RIGHT OF ENTRY**

Lessor shall at all times have the right to enter upon the Premises to inspect its condition.

#### **ARTICLE 6 - INDEMNIFICATION**

Lessee agrees that Lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Lessee or Lessor or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Lessee, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Lessee agrees to save Lessor harmless thereon and therefrom, and to indemnify Lessor on account thereof, subject to the limits of liability insurance contained in Article 7 herein; provided however, the limits of Article 7 shall not apply in the event Lessee's conduct is willful and wanton.

#### **ARTICLE 7 - INSURANCE**

7.1 Lessee covenants and agrees that from the date hereof Lessee will procure and maintain throughout the term, at its sole cost and expense, general liability insurance in the amount of at least \$350,000 per person and \$990,000 per occurrence.

7.2 All policies or insurance provided for in Section 7.1 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each such policy shall be issued in the names of Lessor and Lessee, and their designees. Said policies shall be for the mutual and joint benefit and protection of Lessor and Lessee, and such policy of insurance, or a certificate thereof, shall be delivered to each of Lessor and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Lessor

may carry. All such public liability and property damage policies shall contain a provision that Lessor and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. Lessee's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling Lessor to exercise any or all of the remedies provided in this Lease in the event of Lessee's default.

## **ARTICLE 8 - REMEDIES UPON DEFAULT**

8.1 Events of Default Defined. The following shall be “events of default” by Lessee under this Lease and the term “event of default” shall mean, whenever it is used in this Lease, any one or more of the following events:

8.1.1 Failure by Lessee to pay any sums to Lessor when due hereunder, and continuation thereof for a period of ten (10) business days.

8.1.2 Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subsection 8.1.1 of this section, for a period not to exceed thirty (30) days after written notice, specifying such failure and requesting that it be remedied and giving the time within which it will be cured, which time shall be reasonable under the circumstances, given to Lessee by Lessor.

8.2 Remedies on Default. Whenever any event of default shall have happened, Lessor may take any one or more of the following remedial steps:

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

8.2.2 Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

8.2.3 If Lessor takes any of the remedial steps specified above and establishes default through appropriate court proceedings, then Lessor shall be entitled to recover all reasonable costs, including attorney fees. If Lessor fails to prove default in any such action, then Lessee will be entitled to costs and reasonable attorney fees from Lessor.

## **ARTICLE 9 - SUCCESSORS**

Successors. This Lease shall inure to the benefit of and be binding upon Lessor, Lessee and their respective successors, representatives, and permitted assigns. Lessee shall not assign this Lease or sublet the Premises or any part thereof without Lessor's prior written agreement. Any attempted assignment or subletting shall be deemed void and of no effect.

## **ARTICLE 10 - RULES AND REGULATIONS**

Lessee agrees that at all times during the term of this Lease:

10.1 Not park trucks or delivery vehicles outside the Premises so as to unreasonably interfere with the use of any driveways, walks, roadways, highways, streets, malls, or parking areas.

10.2 Keep the Premises clean and free from refuse, rubbish, and dirt at all times; and store all trash, rubbish, and garbage within the Premises in the areas set aside therefor.

10.3 Obtain and maintain in effect all permits and licenses necessary for the operation of Lessee's business as herein provided.

10.4 Keep the outside area immediately adjoining the Premises reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.

10.5 All contractors of Lessee shall fully comply with the Occupational Safety and Health Act of 1970 (Chapter XVII, Title XIX of the United States Code) (OSHA) of applicable state statute adopted pursuant to OSHA. It shall be Lessee's obligation to insure that its contractors fully comply with the provisions and standards as contained in such Act.

10.6 Lessee and Lessee's agents and employees shall not make disparaging remarks of any kind or nature whatsoever about Lessor, including Lessor's employees and elected officials. Such provision includes refraining from any disparaging remarks, made publicly or privately, about or concerning the City of Black Hawk as Lessor. Nothing in this provision shall be deemed to prevent any person from speaking truthfully in response to any lawful process in which testimony is compelled.

## **ARTICLE 11 - SURRENDER OF PREMISES**

Upon the expiration or termination of the Lease term, Lessee shall peaceably and quietly leave and surrender the Premises in the same condition as it exists on the date of the execution of this Agreement. Provided, however, Lessor and Lessee agree that upon the expiration or termination of the Lease, those items set forth in **Exhibit A** to this Lease, attached hereto and incorporated herein

by this reference, shall remain part of the Premises upon Lessee's surrender of possession of the Premises.

## ARTICLE 12 - MISCELLANEOUS PROVISIONS

### 12.1 Captions; Attachments.

12.1.1 The captions of the articles and sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

12.1.2 Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

12.2 Entire Agreement. This instrument, along with any exhibits and attachments hereto, constitute the entire agreement between Lessor and Lessee relative to the Premises and the provisions of this Agreement and the exhibits and attachments may be altered, amended, waived or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that any and all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

12.3 Severability. If any term or provision (except those having to do with rent) of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. In case the exception applies, the Lease shall be null and void after such determination.

12.4 Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Colorado.

12.5 Notices. All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk  
Attn: Finance Director  
P.O. Box 68  
Black Hawk, CO 80422

To Lessee: Gilpin County Education Foundation

Attn: President  
P.O. Box 94  
Black Hawk, CO 80422

IN WITNESS WHEREOF, the parties to this Lease have set their hands and seals the day and year first written above.

**CITY OF BLACK HAWK, COLORADO**

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

ATTEST:

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

**GILPIN COUNTY EDUCATION FOUNDATION**

By: \_\_\_\_\_  
Craig Holmes, President

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF GILPIN                    )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Craig Holmes, President of the Gilpin County Education Foundation..

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

4841-0803-5377, v. 1

**EXHIBIT A**

Two (2) “reach in” two (2) door cooler units;  
Fountain machine;  
Roller grill;  
Coffee Equipment;  
Tacc Safe; and  
Racks and gondolas that are not vendor supplied.

Lessor acknowledges that Lessee may remove those cooler units and racks and gondolas supplied by vendors so long as such removal can be accomplished without damaging the Premises.