



## REGULAR MEETING AGENDA

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

January 13, 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. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: December 9, 2015
7. PUBLIC HEARINGS:
  - A. CB1, An Ordinance Repealing Ordinance Number 98-10
  - B. Resolution 1-2016, A Resolution Approving a Certificate of Appropriateness for the Demolition of Non-Historic Structures Located at 400 Chase Street
  - C. Local Liquor Licensing Authority Consideration of a New Tavern License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar, 111 Richman Street, Ste. A
8. ACTION ITEMS:
  - A. Resolution 2-2016, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
  - B. Resolution 3-2016, A Resolution Approving the Amended and Restated Temporary Construction Easement Between the City of Black Hawk as Grantee and Grantor Lloyd Larsen
  - C. Resolution 4-2016, A Resolution Approving a Trade Contractor Agreement for the Dory Hill Treatment Plant Fire Suppression System with L. Nothhaft & Son, Inc., in the Amount of \$151,000.00
  - D. Local Liquor Licensing Authority Consideration of a Request for a New Tavern License for Jan's Tavern, LLC at 101 Gregory Street, Unit #1, to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing
9. CITY MANAGER REPORTS: Lexipol Policy Software Implementation Request by the Police Department
10. CITY ATTORNEY:
11. EXECUTIVE SESSION:
12. ADJOURNMENT:

### MISSION STATEMENT

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



**City of Black Hawk  
City Council**

**December 9, 2015**

**MEETING MINUTES**

Harvey Curtis, the City's Water Attorney since 1986, rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, December 9, 2015, 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, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Community Planning and Development Administrator Linker, Public Works Director Isbester, Senior Civil Engineer/Water Resources Jim Ford, Water Plant Superintendent Jason Fredricks, Fleet Superintendent Steve Jackson, Fire Chief Taylor, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin mentioned there were a few changes to the agenda, which included adding CB47, changing the amount of Resolution 81, and the completion of Resolution 85.

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

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

5. INTRODUCTION OF  
NEW EMPLOYEES: Heidi Hansen and Craig Harvey, Police Officers and Lorenzo Robinson,  
Fleet Technician

Police Chief Cole introduced his new officers and Fleet Superintendent Jackson introduced new Fleet Technician Robinson. Both provided brief backgrounds on their new employees and all were warmly welcomed into the Black Hawk family.

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

7. APPROVAL OF  
MINUTES Regular Meeting of November 11, 2015 and Special Meeting of November 18, 2015.

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

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

8. 2016 BUDGET ADOPTION:

**A. Resolution 73, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado for the Calendar Year Beginning on the First Day of January 2016 and Ending on the Last Day of December 2016, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth within the Attached 2016 Budget**

Mayor Spellman introduced this item.

Finance Director Hillis said this was similar to what was discussed at Council's work session on November 18, and Mayor Spellman noted that the Public Hearing for the budget was held on November 11, 2015.

**MOTION TO APPROVE** Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 73, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado for the Calendar Year Beginning on the First Day of January 2016 and Ending on the Last Day of December 2016, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth within the Attached 2016 Budget.

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

9. PUBLIC HEARINGS:

**A. CB40, An Ordinance Levying General Property Taxes for the Year 2015 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2016 Budget Year**

Mayor Spellman read the title and opened the public hearing.

Finance Director Hillis introduced this item to impose the mill levy for the year 2015 to be collected in 2016. He said the mill levy is very similar to the past at .036 mills, which would generate roughly \$8,500 in property tax for the City.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB40, An Ordinance Levying General Property Taxes for the Year 2015 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2016 Budget Year 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 Johnson **MOVED** and was **SECONDED** by Alderman Armbright to approve CB40, An Ordinance Levying General Property Taxes for the Year 2015 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2016 Budget Year.

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

**B. CB41, An Ordinance Approving an Intergovernmental Agreement Concerning the Marketing and Promotion of Black Hawk Between the City of Black Hawk and the Black Hawk Business Improvement District**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item and said that previously the casinos received a rebate from the City if certain benchmarks were met, and now, through this IGA, the Casinos are willing to waive their rebate in order for it to be directed to the BID in exchange for marketing and promotion of the City as a whole, and for the BID to charge itself a higher Mill Levy.

Alderman Midcap voiced concerns over this agreement automatically renewing. Hoffman explained that a rebate resolution would need to be approved once a year before this IGA could renew. Resolution 77 on this agenda is that resolution for this IGA. Mayor Spellman added that this is a big milestone for the City to market it as a whole versus the individual casinos marketing their own casino. He said the Marketing Firm being considered is a very high caliber firm.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB41, An Ordinance Approving an Intergovernmental Agreement Concerning the Marketing and Promotion of Black Hawk Between the City of Black Hawk and the Black Hawk Business Improvement District 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 Torres to approve CB41, An Ordinance Approving an Intergovernmental Agreement Concerning the Marketing and Promotion of Black Hawk Between the City of Black Hawk and the Black Hawk Business Improvement District.

**MOTION PASSED**

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

**C. CB42, An Ordinance Approving an Intergovernmental Agreement Concerning a Joint Municipal Transportation System Between the City of Black Hawk and the City of Central**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that this IGA would allow the City of Black Hawk, through its existing municipal bus service, to extend up into Central City. He said that Council had previously adopted CB39, which formalized the operation of the buses as an Enterprise Fund, the result of which set a budget for the yearly shared service: 57% Black Hawk, 43% Central City. He said the dollars will be modified each year against the actual cost to run the bus service.

Hoffmann confirmed there is a provision in the agreement that both parties must maintain their road infrastructure and bus stops.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB42, An Ordinance Approving an Intergovernmental Agreement Concerning a Joint Municipal Transportation System Between the City of Black Hawk and

the City of Central 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 Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve CB42, An Ordinance Approving an Intergovernmental Agreement Concerning a Joint Municipal Transportation System Between the City of Black Hawk and the City of Central.

**MOTION PASSED**

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

**D. CB43, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk, the County of Gilpin, the County of Clear Creek, and the Evergreen Fire Protection District Establishing VHF Regional Maintenance Program**

Mayor Spellman read the title and opened the public hearing.

Police Chief Cole introduced this item, which would maintain a \$5,000,000 radio system. He said this IGA is needed for collaboration to ensure it works for all entities involved.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB43, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk, the County of Gilpin, the County of Clear Creek, and the Evergreen Fire Protection District Establishing VHF Regional Maintenance Program 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 Torres **MOVED** and was **SECONDED** by Alderman Midcap to approve CB43, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk, the County of Gilpin, the County of Clear Creek, and the Evergreen Fire Protection District Establishing VHF Regional Maintenance Program.

**MOTION PASSED**

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

**E. CB44, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances**

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester said this was a continuation of the existing Fleet Maintenance Agreement that Black Hawk has had with the Gilpin Ambulance Authority for several years. He said they conducted a survey of other shops to confirm whether or not Black Hawk is still being competitive in price and determined we are.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB44, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances 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 Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve CB44, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances.

**MOTION PASSED**

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

**F. Resolution 74, A Resolution Conditionally Approving a Certificate of Appropriateness for Exterior Improvements at 137A Clear Creek Street**

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker explained the remodel at the western most tenant space at Clear Creek Commons, slated to be a convenience store. Currently, there is no external access; the space is limited to internal access through the inside of the building. The proposed plans include a new exterior doorway with accentuated stone columns and a roofline dormer all to match the existing eastern most tenant space occupied by Mountain Mocha in order to be uniform in appearance. Linker said staff had reviewed this request against code and design guidelines and finds it to be acceptable, noting one condition of having all permits in hand prior to construction.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 74, A Resolution Conditionally Approving a Certificate of Appropriateness for Exterior Improvements at 137A Clear Creek Street 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 Resolution 74, A Resolution Conditionally Approving a Certificate of Appropriateness for Exterior Improvements at 137A Clear Creek Street.

**MOTION PASSED**

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

**G. Resolution 75, A Resolution Conditionally Approving a Certificate of Appropriateness for the Police Annex Emergency Operations Center at 911 Miners Mesa Road**

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker explained the proposed new construction of a Police Annex and Emergency Operations Center building to serve as an emergency operations center and storage area. Linker said staff had reviewed this request against code and design guidelines and finds it to be acceptable, noting one condition of having all permits in hand prior to construction.

Mayor Spellman suggested naming it the R.A. Clark Emergency Operations Center, being as he was the City’s first marshal and also the first law enforcement officer killed in Colorado territory back in 1869. All were in favor. Mayor Spellman said the City would also provide a bronze plaque for the building.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 75, A Resolution Conditionally Approving a Certificate of Appropriateness for the Police Annex Emergency Operations Center at 911 Miners Mesa Road 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 Armbright to approve Resolution 75, A Resolution Conditionally Approving a Certificate of Appropriateness for the Police Annex Emergency Operations Center at 911 Miners Mesa Road and renaming it the R.A. Clark Emergency Operations Center.

**MOTION PASSED**

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

**H. CB45, An Ordinance Repealing and Reenacting Sections 2-4 and 2-5 of the Black Hawk Municipal Code Regarding Deadlines for Write In Candidate Affidavits and Nomination Petitions**

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner explained that these were minor revisions to the Black Hawk Municipal Code that are required by 2015 amendments to the Colorado law regarding elections.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB45, An Ordinance Repealing and Reenacting Sections 2-4 and 2-5 of the Black Hawk Municipal Code Regarding Deadlines for Write In Candidate Affidavits and Nomination Petitions 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 Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve CB45, An Ordinance Repealing and Reenacting Sections 2-4 and 2-5 of the Black Hawk Municipal Code Regarding Deadlines for Write In Candidate Affidavits and Nomination Petitions.

**MOTION PASSED**

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

**I. CB46, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the State of Colorado, Acting By and Through the Department of Public Health and Environment, Regarding the North Clear Creek Water Treatment Plant to be Constructed Along State Highway 119**

Mayor Spellman read the title and opened the public hearing.

Harvey Curtis and David Kueter of Harvey W. Curtis & Associates were present to introduce this item. Curtis explained that the Colorado Department of Public Health and Environment (CDPHE) came to the City back in the spring because they realized the CDPHE was building a water treatment plant to treat mine drainage from the national tunnel, Gregory incline, and surface water from Gregory Gulch without water rights to augment their depletions.

He went on to say that, after much deliberation, a rather complex agreement was reached which has the City providing reusable and

consumable water through a surface water tap to supply the processed water to the plant and it will be separately measured and accounted for. Curtis said all will be revenue neutral so the City will not be out anything. He said the City will have to amend their application for change of water rights with the District Court, which CDPHE will reimburse, in addition to the work done by Leonard Rice engineering and other various reimbursements and payments, as per the agreement. Curtis said this helps the State and the EPA build the plant and would recommend approval.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB46, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the State of Colorado, Acting By and Through the Department of Public Health and Environment, Regarding the North Clear Creek Water Treatment Plant to be Constructed Along State Highway 119 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 Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve CB46, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the State of Colorado, Acting By and Through the Department of Public Health and Environment, Regarding the North Clear Creek Water Treatment Plant to be Constructed Along State Highway 119.

**MOTION PASSED**

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

**J. CB47, An Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Related Documents in order to Refinance the City’s Outstanding Device Tax Revenue Refunding Bonds, Series 2006A, to Affect Interest Rate Savings**

Mayor Spellman read the title and opened the public hearing.

Finance Director Hillis explained that December 1 was the callable date in order to refinance bonds from their current rate of 5%. U.S. Bank provided the best bid at 2.21% for the remaining six years. This will cut the interest rate over the next six years from \$1.2 million to \$600,000.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB47, An Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Related Documents in order to Refinance the City’s Outstanding Device Tax Revenue Refunding Bonds, Series 2006A, to Affect Interest Rate Savings 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 Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve CB47, An Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Related Documents in order to Refinance the City's Outstanding Device Tax Revenue Refunding Bonds, Series 2006A, to Affect Interest Rate Savings.

**MOTION PASSED**

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

10. ACTION ITEMS:

**A. Resolution 76, A Resolution Approving the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2016 Between MV Transportation, Inc. and the City of Black Hawk**

Mayor Spellman read the title.

Public Works Director Isbester commented that CB42 approved the IGA for the joint bus service with Central City and that this resolution was for those bus drivers. He said that bids went out to both Central's current bus service, as well as Black Hawk's MV Transportation and MV came in at a considerably lower price.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 76-2015, A Resolution Approving the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2016 Between MV Transportation, Inc. and the City of Black Hawk.

**MOTION PASSED**

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

**B. Resolution 77, A Resolution to Encourage the Increase of the City's Market Share Through a Contribution in an Amount Equal to a Temporary Rebate of Certain Device Taxes**

**C. Resolution 88, A Resolution Authorizing a Payment of \$50,000 to the Black Hawk Business Improvement District for Marketing Purposes**

Mayor Spellman suggested hearing Resolutions 77 and 88 together and read the titles.

City Attorney Hoffmann explained that previously casinos received individual rebates if benchmarks were met and that Resolution 77 is not technically a rebate, it is an amount equal to that rebate lumped in one

contribution to the BID. He said by definition this is a budgetary decision that will be required each year and would be memorialized in a resolution just as this.

Mayor Spellman added that currently there is a resolution on the books to issue rebates individually to the casinos, and that all of the casinos have just recently signed a waiver and release form to agree to this change.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 77-2015, A Resolution to Encourage the Increase of the City's Market Share Through a Contribution in an Amount Equal to a Temporary Rebate of Certain Device Taxes and Resolution 88-2015, A Resolution Authorizing a Payment of \$50,000 to the Black Hawk Business Improvement District for Marketing Purposes.

**MOTION PASSED**

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

**D. Resolution 78, A Resolution Approving the Fourth Addendum to Personal Services Agreement with 5280 Strategies, LLC**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said this approval would authorize the fourth addendum with our lobbyist with no additional increase in cost.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 78-2015, A Resolution Approving the Fourth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

**MOTION PASSED**

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

**E. Resolution 79, A Resolution Adopting the City of Black Hawk Emergency Operations Plan and Appendixes C (Public Notification and Warning), D (Shelter in Place and Evacuation), and E (Resource Mobilization)**

Mayor Spellman read the title.

Fire Chief Taylor stated that the current Emergency Operations Plan is dated May 1998 and has not been updated since. These current updated appendixes are in accordance with the Emergency Management Program Grant, meet the new Stafford Act requirements, and have been

endorsed by the State Regional Emergency Manager. Taylor said that Appendixes A and B will be developed in 2016.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 79-2015, A Resolution Adopting the City of Black Hawk Emergency Operations Plan and Appendixes C (Public Notification and Warning), D (Shelter in Place and Evacuation), and E (Resource Mobilization).

**MOTION PASSED**

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

**F. Resolution 80, A Resolution Approving the 2016 Contract with Pinnacol Assurance for Worker's Compensation Insurance**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said that Pinnacol had a slight decrease in rates for 2016, and in addition to low claims in 2014 and 2015, which have offset 2013 losses, the City received a 6.5% decrease in premiums. Greiner gave credit to the efforts of City staff for their attention to detail and safety concerns.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 80-2015, A Resolution Approving the 2016 Contract with Pinnacol Assurance for Worker's Compensation Insurance.

**MOTION PASSED**

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

**G. Resolution 81, A Resolution Approving the Agreement Between the City of Black Hawk and Marine Diving Solutions for the Dory Hill Finished Water Storage Tank Interior Blast and Recoat Project in the Amount of \$63,345**

Mayor Spellman read the title.

Water Plant Superintendent Fredricks explained that the Dory Hill tank is in need of blasting and recoating. It is a specialized process and bids were solicited. Marine Diving came in with the lowest bid.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 81-2015, A Resolution Approving the Agreement Between the City of Black Hawk and Marine Diving Solutions for the Dory Hill Finished Water Storage Tank Interior Blast and Recoat Project in the Amount of \$63,345.

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

**H. Resolution 82, A Resolution Approving Certain Service Agreements for Calendar Year 2016 for Community Planning and Development**

**I. Resolution 83, A Resolution Approving Certain Service Agreements for Calendar Year 2016 for Public Works**

Mayor Spellman combined these two resolutions and read the titles.

Public Works Director Isbester said that the residential trash collection service was going up slightly, but will remain under \$20 per household. Community Planning and Development Administrator Linker said the only change she has is on the residential real estate appraisal services. The City will be switching back to Valuations, Incorporated.

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 82-2015, A Resolution Approving Certain Service Agreements for Calendar Year 2016 for Community Planning and Development and Resolution 83-2015, A Resolution Approving Certain Service Agreements for Calendar Year 2016 for Public Works.

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

**J. Resolution 84, A Resolution Approving the Service Agreements for Vehicle Towing Services**

Mayor Spellman read the title.

Police Chief Cole said these were the standard annual renewal agreements for towing services for the City with D&J Towing and Recovery, Help Towing, and Black Hawk Towing.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 84-2015, A Resolution Approving the Service Agreements for Vehicle Towing Services.

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

**K. Resolution 85, A Resolution Approving an Agreement for Construction of the Selak Street Secondary Electrical Services Project Between the City of Black Hawk and Master Electrical Contractors, Inc. in the Amount of \$299,985**

Mayor Spellman read the title.

Public Works Director Isbester asked Xcel's contractor Sturgeon Electric Company to provide a bid. The bid came back close to \$500,000, so they decided to go out to bid. Master Electrical Contractors responded with a savings of close to \$200,000.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 85-2015, A Resolution Approving an Agreement for Construction of the Selak Street Secondary Electrical Services Project Between the City of Black Hawk and Master Electrical Contractors, Inc. in the Amount of \$299,985.

**MOTION PASSED**

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

**L. Resolution 86, A Resolution Adopting the 2016 Holiday Schedule**

**M. Resolution 87, A Resolution Adopting the 2016 City Council Regular Meeting Schedule**

Mayor Spellman combined these two resolutions and read the titles.

City Clerk/Administrative Services Director Greiner had included a draft of each schedule in the packet.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 86-2015, A Resolution Adopting the 2016 Holiday Schedule and Resolution 87-2015, A Resolution Adopting the 2016 City Council Regular Meeting Schedule.

**MOTION PASSED**

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

**N. Local Liquor Licensing Authority Consideration of a Request for a New Tavern License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar at 111 Richman Street, to Set the Boundaries of the Neighborhood and to Set a Date for the Public Hearing**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said the Clerk's office had received in a new liquor license application and the next public hearing date could be January 13, 2016. Council set the boundaries of the neighborhood as the entire City of Black Hawk and agreed to set the public hearing date for January 13, 2016.

**MOTION TO APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve setting the neighborhood boundaries as the entire

City of Black Hawk and setting the Public Hearing date of January 13, 2016.

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

11. 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, in regards to water litigation.

Prior to adjourning into Executive Session, Mayor Spellman wanted to close out the year to reflect on all that has been accomplished in the City, such as: the upward trend of gaming revenues; parking structure on a \$300,000,000 hotel project; commissioned a new water plant; two additional renovations of residential homes; acquired more property for the Quartz Valley/Maryland Mountain area and are making headway on the trail system; finishing up the first phase of the Gregory Street improvements; and most notably was the City acquiring the most historically significant mining property in the State of Colorado. He went on to say it was a very good year and thanked staff for their good work and role in all of the above.

**MOTION TO  
ADJOURN INTO  
EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 4:00 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 4:30 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 4:30 p.m.

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Melissa A. Greiner  
City Clerk

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David D. Spellman  
Mayor

**COUNCIL BILL 1**  
**AN ORDINANCE REPEALING**  
**ORDINANCE NUMBER 98-10**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB1

ORDINANCE NUMBER: 2016-1

**TITLE: AN ORDINANCE REPEALING ORDINANCE NUMBER 98-10**

WHEREAS, the City previously made the determination in March of 1998 by the adoption of Ordinance Number 98-10 to conduct all elections by mail ballot; and

WHEREAS, laws governing elections in Colorado have changed significantly since 1998, and the City therefore desires to repeal Ordinance Number 98-10 and provide the flexibility to conduct City elections by mail ballot or by conducting a polling place election.

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

Section 1. Ordinance Number 98-10 is hereby repealed.

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 13<sup>th</sup> day of January, 2016.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, City Clerk

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

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**SUBJECT:** Request for Ordinance repealing Ordinance number 98-10

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

**MOTION TO APPROVE** Council Bill 16-01 An Ordinance Repealing Ordinance number 98-10.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City previously made the determination in March of 1998 by the adoption of Ordinance Number 98-10 to conduct all elections by mail ballot; however, laws governing elections in Colorado have changed significantly since 1998, and the City therefore desires to repeal Ordinance Number 98-10 and provide the flexibility to conduct City elections by mail ballot or by conducting a polling place election.

**AGENDA DATE:** January 13, 2016

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:**  Yes  No

**STAFF PERSON RESPONSIBLE:** Melissa Greiner, City Clerk

**DOCUMENTS ATTACHED:** N/A

**RECORD:**  Yes  No

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

**SUBMITTED BY:**

**REVIEWED BY:**



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Melissa A. Greiner, City Clerk

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Jack D. Lewis, City Manager

**RESOLUTION 1-2016**  
**A RESOLUTION**  
**APPROVING A**  
**CERTIFICATE OF**  
**APPROPRIATENESS FOR**  
**THE DEMOLITION OF**  
**NON-HISTORIC**  
**STRUCTURES LOCATED**  
**AT 400 CHASE STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 1-2016

**TITLE: A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF NON-HISTORIC STRUCTURES LOCATED AT 400 CHASE STREET**

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

**Section 1.** The City Council hereby determines to conditionally approve the Certificate of Appropriateness for the demolition of non-historic structures located at 400 Chase Street based on the criteria set forth in the staff memo dated December 30, 2015. The Certificate of Appropriateness application meets the intent of the criteria outlined in Section 16-368 and Section 11 of the City of Black Hawk Residential Design Guidelines provided that the following condition is satisfied:

- A. The two historic doors and historic porch balusters shall be removed, recorded and salvaged prior to demolition.

RESOLVED AND PASSED this 13<sup>th</sup> day of January, 2016.

---

David D. Spellman, Mayor

ATTEST:

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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 demolition of a non-historic structure and two non-historic additions on property described in Exhibit A and generally located at 400 Chase Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, January 13, 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

S: 12 T: 3S R: 73W Subd: BLACK HAWK Block: 018 Lot: 003 AND:- Lot: 004  
PARCEL DESC BY QUIET TITLE 568/75 & IMPS

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

---

**SUBJECT:** A Resolution Approving a Certificate Of Appropriateness for the Demolition of Non-Historic Structures Located at 400 Chase Street.

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

**MOTION TO APPROVE,** as recommended by the Historic Preservation Commission, Resolution No. 1-2016 a Certificate of Appropriateness for the Demolition of Non-Historic Structures Located at 400 Chase Street.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The applicants, Josh Smith and Mary Keefhus, are requesting partial demolition of two non-historic additions for the building located at 400 Chase Street, as well as demolition for the non-historic garage.

**AGENDA DATE:**

January 13, 2016

**WORKSHOP DATE:**

N/A

**FUNDING SOURCE:**

N/A

**DEPARTMENT DIRECTOR APPROVAL:**

Yes       No

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker, CP&D Administrator

**DOCUMENTS ATTACHED:**

Resolution 1-2016; Public Hearing Notice; Staff Report; Attachments A-I

**RECORD:**

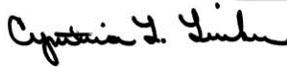
Yes       No

**CITY ATTORNEY REVIEW:**

Yes       N/A

**SUBMITTED BY:**

**REVIEWED BY:**



1/06/16



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Cynthia L. Linker, CP&D Administrator

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Jack D. Lewis, City Manager

**CITY OF BLACK HAWK  
PLANNING / LAND USE**

Date prepared: December 30, 2015  
HPC Meeting Date: January 12, 2016  
Council Meeting Date: January 13, 2016

**STAFF REPORT:**

**For:** Historic Preservation Commission  
**Project:** Certificate of Appropriateness for partial demolition of a non-historic building and garage demolition  
**Property Address:** 400 Chase Street  
**Property Owner:** Josh Smith and Mary Keefhus  
**Zoning:** Historic Residential (HR)  
**Prepared by:** Deon Wolfenbarger, Historic Preservation Consultant  
**Approved by:** Cynthia Linker, City of Black Hawk

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**BACKGROUND:**

The applicants, Josh Smith and Mary Keefhus, are requesting partial demolition of two non-historic additions for the building located at 400 Chase Street, as well as demolition for the non-historic garage.

The estimated date of construction for the house at 400 Chase Street is ca. 1898. The property was first evaluated for its historic and architectural significance in 1986 when the National Park Service conducted a survey of historic resources in the communities of Black Hawk, Central City, and Nevadaville. In 1991, when Black Hawk was added to an expanded National Historic Landmark district, 400 Chase Street was counted as a “contributing” building to the historic district, meaning it had retained sufficient integrity to contribute to the historic character of the district. The 1986 survey description was incorrect in describing the building as having vertical wood siding and metal sash windows (see Figure 1 below from the 1986 survey). The building is a National Folk vernacular “gable-front-and-wing” building, meaning that there was a side gable wing and a front gable wing that joined to form an L-shaped building. The front entry door and one-story porch is set within the ell.



**Figure 1.** Photograph from 1986 survey.

Not described in the 1986 survey were the rear additions, the two-car garage, and the historic shed. The historic shed is located on the west side of the property and is not included in this request for demolition. The one-story, two-car garage is located on the east side of the house, and has a low pitched roof with close eaves (See Figure 2). It is clad with a wide fibrous siding, and is attached to the house at the rear by a small addition.



**Figure 2.** Non-historic east garage.

An east rear addition attaches the garage to the main portion of the house. It has a side-gable roof, a door with a raised wood porch on the east side (Figure 4), a mixture of clapboard siding, and windows on three sides. It was likely constructed with salvaged materials; the porch balusters on this rear entry may have originally been on the front porch of the historic house.



**Figure 3.** North wall of east rear addition, showing where it attaches to the garage.



**Figure 4.** East wall of east addition



**Figure 5.** South wall of east addition

Another addition on the west side of the house is proposed for demolition. It has a shed roof (Figure 6), a variety of siding materials (Figure 7), and an entry door covered with a small gable-roof portico (Figure 8). Like the east addition, it was likely constructed with salvaged materials (see historic door in Figure 9).



**Figure 6.** East elevation of west addition and portico



**Figure 7.** South wall of west addition

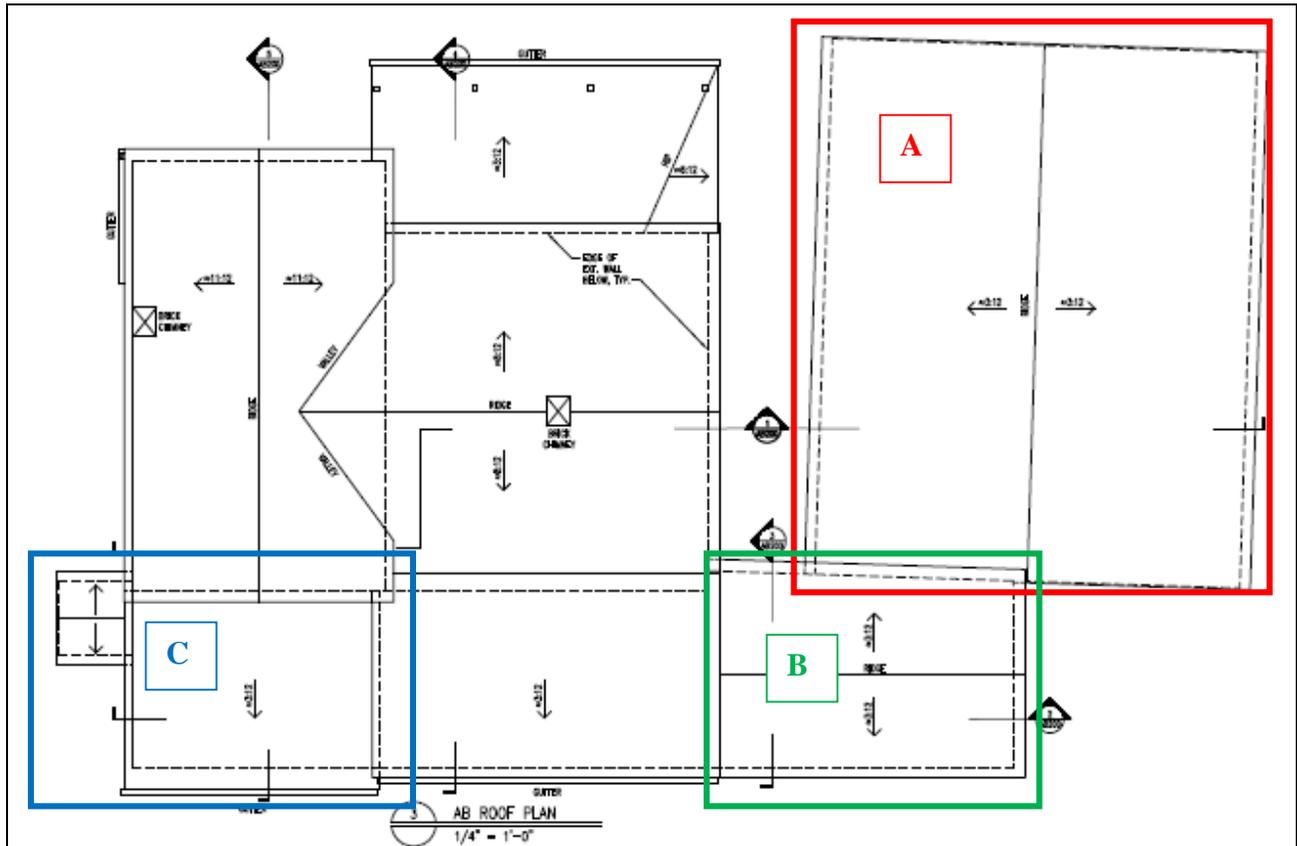


**Figure 9.** Covered portico on west addition



**Figure 9.** Historic door on entry portico; recommended for salvage.

A historic wood survey conducted by Anthony & Assoc. (Attachment B), along with site investigations conducted by Deon Wolfenbarger and Scott McClelland, confirmed that the garage (“A” in figure below), the east connecting addition (“B”), and the west addition (“C”) were less than fifty years in age, and likely constructed in the 1970s – 1980s. These additions were therefore considered non-historic as they did not date from the National Historic Landmark district’s period of significance (1856 to 1918).



**Figure 10.** “A” is the non-historic garage; “B” is the non-historic connecting addition; and “C” is the non-historic west addition.

**APPLICABLE CITY OF BLACK HAWK REGULATIONS**

**Excerpt from:**

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

***16-368: Anyone 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.***

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

- 1. All plans, drawings and photographs as may be submitted by the applicant;***  
Photographs showing existing exterior conditions have been submitted and are acceptable for review. Building plans of the existing building have been submitted. A written description of the process that is to be used to remove the portions proposed for demolition has been recommended by staff (Attachment C).
- 2. Information presented at a public hearing held concerning the proposed work;***  
Findings will be presented to the Board of Aldermen at the Public Hearing scheduled for January 13, 2016.
- 3. The purpose of this Chapter;***  
Information received adequately describes the proposed work.
- 4. Compliance with the Black Hawk Municipal Code and the payment of all fees required by the Black Hawk Municipal Code;***  
The project complies with all regulations.
- 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 main portion of the building was constructed ca. 1898; it was likely constructed in stages, with the side-gable and front-gable wings dating from the National Historic Landmark district's period of significance. This gable-front-and-wing National Folk building is a contributing building to the NHL district. However, the east garage, east connecting addition, and west addition were constructed of salvaged materials within the last fifty years by the current owner's grandfather, and are non-historic
- 6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and***  
The property was inventoried in the National Park Service's 1986 survey, and was evaluated as "contributing," in the 1991 National Historic Landmark (NHL) designation. However, the demolition of these non-historic additions and garage will not have a negative impact on the historic building or the district as a whole.
- 7. The design standards for the City.***  
The design guidelines for the City of Black Hawk would support the removal of non-historic additions. Architectural and photographic documentation of this property has been completed.

8. *Whether the improvement has been maintained as provided by this Chapter, and*  
The building has been unoccupied in recent years. The additions and garage are not dilapidated on the verge of collapse, but would require significant repair.
9. *Whether the preservation of the improvements is technologically and economically feasible.*  
The preservation of the remainder of the historic building is technologically and economically feasible, and an application for the rehabilitation will be submitted to the HPC soon upon completion of rehab plans.

**Excerpt from:**

**Chapter 16  
Section 16-431, Demolition**

*(a) No historic landmark may be demolished, in whole or in part, except in conformity with the requirements of this Article*

Since the building is currently counted as a contributing building to the NHL district, the applicant should follow this ordinance in submitting an application for demolition for a portion of a historic landmark.

*(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.*

The applicant has satisfied this requirement and the application is acceptable for review.

*(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.*

The applicant will be required to apply for a demolition permit through the State of Colorado Public Health and Environmental office.

**Excerpt from:**

**City of Black Hawk Residential Design Guidelines  
11. Demolition Review Criteria and Standards**

**11.1. Submittal requirements for proposed demolition.**

Note: Sections 11.1.a through 11.1.g of the design guidelines are identical to sections 16-368.g.1 through 16-368.g.9 (see pages 6-7 for evaluation of these sections).

## **EVALUATION**

The National Park Service listed 400 Chase as a contributing building in the 1991 NHL nomination, but did not describe the outbuildings or rear additions; additionally, the NPS did not conduct historic research on the building. A wood investigation by Anthony & Assoc., as well as site visits by consultants for the city confirmed that the garage and east & west rear additions were non-historic. Therefore, the proposed demolition would not negatively impact the contributing status of this building, or the character of the historic district as a whole. This proposal also meets the City of Black Hawk's Residential Design Guidelines as well as the Secretary of the Interior's Standards for Rehabilitation.

There are two historic doors that were likely salvaged from this house or nearby buildings – one each on the east and west addition. It is recommended that these be removed and protected during demolition, and either re-used in the rehabilitation of this house, or donated to an architectural salvage company. Some of the balusters on the west addition should be retained for possible replication for the front porch.

## **SUMMARY**

The Historic Preservation Commission (HPC) will evaluate the application, comments in the report, and any testimony by staff and related consultants prior to the City Council meeting. HPC will discuss if there is sufficient evidence that the Certificate of Appropriateness application for demolition meets the intent of the criteria outlined in Sections 16-368 of the Black Hawk Municipal Code, and Section 11 of the Black Hawk Design Guidelines.

Staff shall provide the Historic Preservation Commission recommend to the Board of Aldermen at the January 13, 2016 public hearing. After hearing the HPC recommendation, City Council may consider a motion of **APPROVAL**, **CONDITIONAL APPROVAL** or **DENIAL** of the Certificate of Appropriateness application for demolition of the non-historic garage and two non-historic additions at 400 Chase Street as submitted and included in this staff report.

## **ATTACHMENTS**

- A. Cultural Resource Evaluation Form
- B. Wood investigation report, Anthony & Assoc.
- C. Written Description of Demolition Process
- D. Weecycle Asbestos Report
- E. Weecycle Asbestos Clearance Report
- F. Weecycle Visual Mold Report
- G. Weecycle Visual Mold Clearance Report
- H. Weecycle Lead Base Paint Report
- I. Weecycle Radon Report

**ATTACHMENT A**  
**Cultural Resource Evaluation Form**

BLACK HAWK CULTURAL RESOURCE SURVEY  
**Cultural Resource Re-evaluation Form**  
(page 1 of 2)

1. Current Address: **400 Chase**
2. Resource Number: **5GL.7.66 & 5GL.7.68** 3. NHL Resource Number: **B18-1**
4. Resource Name:
5. Purpose of this current site visit (check as many as apply)
- Site is within a current project area
  - Resurvey
  - Update of previous site form(s)
  - Surface collection
  - Testing to determine eligibility
  - Excavation
  - Other
6. Previous Recordings:
- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> 1986 National Park Service Survey          | <input checked="" type="checkbox"/> Photograph |  |
| <input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination | No Photographs                                 | <input checked="" type="checkbox"/> Contributing |
| <input checked="" type="checkbox"/> 1998 Re-survey                             | <input checked="" type="checkbox"/> Photograph |  |
| <input checked="" type="checkbox"/> 2004 Photo survey                          | <input checked="" type="checkbox"/> Photograph |  |
| <input checked="" type="checkbox"/> Other: 1995 BLM Gorge Resource Area        | <input checked="" type="checkbox"/> Photograph | <i>(assigned 5GL.7.66 in this survey)</i>        |
7. Exterior alterations since 1986: **No permits recorded.**
8. Additional historical background: **Sanborn maps do not cover this far west on Chase Street. Deed research may reveal a more accurate construction date.**

Ca. 1898 Construction date  Estimate from 1986 NPS Survey  New estimate

Sources of information:

Sanborn Maps

- 1886
- 1890
- 1895
- 1900

Current Address: **400 Chase**

(page 2 of 2)

Resource Number: **5GL.7.66 & 5GL.7.68**

NHL Resource Number: **B18-1**

9. Changes to Location or Size Information: **A 1995 BLM Royal Gorge Resource area survey assigned two field survey numbers to 390 Chase & 400 Chase, but the CHS erroneously overlooked 390 Chase, and assigned both 5GL.7.66 & 5GL.7.68 to 400 Chase.**
10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:  
Contributing  Non contributing  Need data  **The garage is non-contributing.**
11. National Register - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
12. Is there National Register district potential? Yes  No   
Discuss: **This would be a contributing building to a potential district**
13. Local Designation - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
14. Is there Local district potential? Yes  No   
Discuss: **This would be a contributing building to a potential district**
15. Photograph Types and Numbers: **Digital, <.jpg> format. 400 Chase-1.JPG, 400 Chase-2.JPG**
16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**
17. Recorder(s): **Deon Wolfenbarger**
18. Date(s): **May 17, 2010**
19. Recorder Affiliation: **Three Gables Preservation**
20. Attachments  
(check as many as apply)  
 Photographs  
 Site sketch map  
 U.S.G.S. map photocopy  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_
21. Official determination  
(OAHN USE ONLY)  
 Determined Eligible  
 Determined Not Eligible  
 Need Data  
 Nominated  
 Listed  
 Contributing to N.R. District  
 Not Contributing to N.R. Dist

Current Address: **400 Chase**  
Resource Number: **5GL.7.66 & 5GL.7.68**  
NHL Resource Number: **B18-1**

Continuation Sheets

Current Photographs  
Date: **05/13/2009 & 1/21/2010**



Current Address: **400 Chase**  
Resource Number: **5GL.7.66 & 5GL.7.68**  
NHL Resource Number: **B18-1**

Continuation Sheets

2004 Photograph



1998 Resurvey Photograph



Current Address: **400 Chase**  
Resource Number: **5GL.7.66 & 5GL.7.68**  
NHL Resource Number: **B18-1**

Continuation Sheets

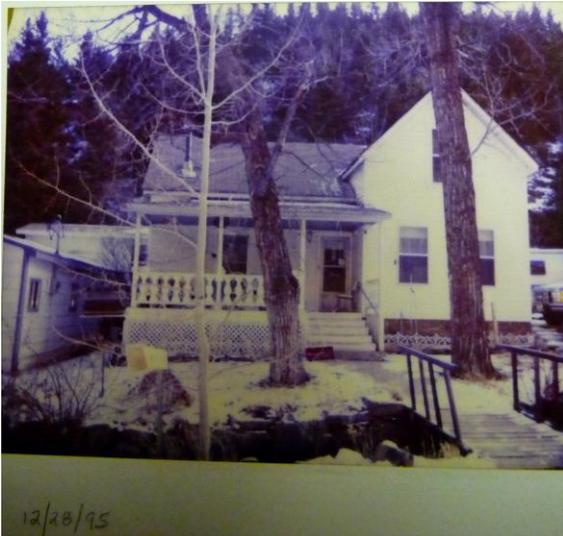
1986 Survey Photograph



Current Address: **400 Chase**  
Resource Number: **5GL.7.66 & 5GL.7.68**  
NHL Resource Number: **B18-1**

Continuation Sheets

Gilpin Assessor's Photographs



**ATTACHMENT B**  
**Wood investigation report, Anthony & Assoc.**

*Report:*

**Window, Siding, and Trim Investigation of 400 Chase Street,  
Black Hawk, Colorado**



*Submitted to:*

The City of Black Hawk  
211 Church Street  
Black Hawk, CO 80422

*Submitted by:*

Anthony & Associates, Inc.  
P.O. Box 271400  
Fort Collins, CO 80527-1400

March 30, 2015

# Window, Siding, and Trim Investigation of 400 Chase Street, Black Hawk, Colorado

## BACKGROUND

This report is based on information provided by Ms. Cynthia Linker from the City of Black Hawk. Anthony & Associates, Inc. (A&A) was asked to conduct a limited investigation of the architectural wood of 400 Chase Street (the Building) located in Black Hawk, Colorado.

The Building, which is believed to have been constructed ca. 1898, is a 1 ½ story wood-frame building with an irregular, but predominantly square footprint. It is clad with wood trim and wood siding. There is one historic outbuilding to the west of the Building; an attached two-car garage on the east side of the Building is not historic and was not included in this investigation.

## SCOPE OF WORK

There were questions regarding the general condition and age of the Building's architectural wood, as well as questions regarding the age of the kitchen addition. The species of the wood used in the construction of the windows, siding, and trim was unknown. The level of investigation was chosen to provide insight about the age of the architectural wood and the kitchen addition and the general condition of the architectural wood.

The scope of work included the following tasks:

- Conducting a site visit to photograph and document existing conditions, followed with a limited assessment report.
- Removing a minimum of eight wood species samples to identify the wood species or wood species groups for the wood windows, siding and exterior trim elements of the Building and an outbuilding.
- Conducting a limited visual investigation of the visible wood conditions of the Building and outbuilding that includes taking moisture content measurements of a representative sample of siding elements to determine whether conditions exist

that are favorable to the growth of wood decay fungi and to identify areas of moisture intrusion.

- Examining the fasteners and the siding for indicators of age.

## **FIELD PROCEDURES**

Anthony & Associates, Inc. provided a wood specialist on February 25, 2015 to conduct an investigation of the wood windows, exterior wood siding, and exterior trim of the Building. The investigation was based on a combination of visual inspection, moisture content determination and species identification. These methods are described below.

### ***Terminology***

Existing wood conditions pertain to the wood substrate and do not describe wood coating (e.g. paint) conditions. Wood conditions are described as good, fair, or poor. Good condition describes wood that has no evidence of deterioration from wood decay fungi. Wood in good condition may exhibit moisture staining and light weathering from UV exposure but is not structurally impacted. Wood in fair condition may exhibit evidence of past moisture damage and UV light exposure, including weathering, light to medium surface texture, and small surface checks. Wood in fair condition remains serviceable but may have undesirable aesthetics. Wood in poor condition may exhibit through-splits, significant cupping, warping, or twist, heavy surface texture, and/or ongoing deterioration caused by wood decay fungi.

### ***Species Identification***

The Building is clad in wood siding with wood trim. Identifying wood species makes it possible to identify compatible material for repairs and can aid in historic interpretation of construction or repair campaigns. Wood species were identified by removing small samples from which the species or species group were identified under microscopic examination. Although a minimum of eight samples was included in the authorization, additional samples were removed to identify species of key architectural wood elements and to aid in developing historical documentation and interpretation.

### ***Visual Inspection***

Visual examination of the wood allows for identifying components that are missing, broken, or in an advanced state of deterioration. If missing components were intended to provide protection from the elements (i.e., to prevent moisture intrusion), their replacement may be essential to prevent long-term damage to the structure. Visual inspection also allows for the detection of past or current moisture problems, as evidenced by moisture stains on the exposed surface of the wood. Further, visual inspection enables detection of external wood decay fungi or insect activity as

determined by the presence of decay fruiting bodies, fungal growth, insect bore holes or wood substance removed by wood-destroying insects.

### ***Moisture Content Determination***

Prolonged exposure to moisture can produce undesirable conditions and maintenance issues for wood in a structure. Shrinkage, swelling, checking, loose connections, and decay are typical problems. Moisture content measurements were taken at multiple locations of the exterior siding and trim.

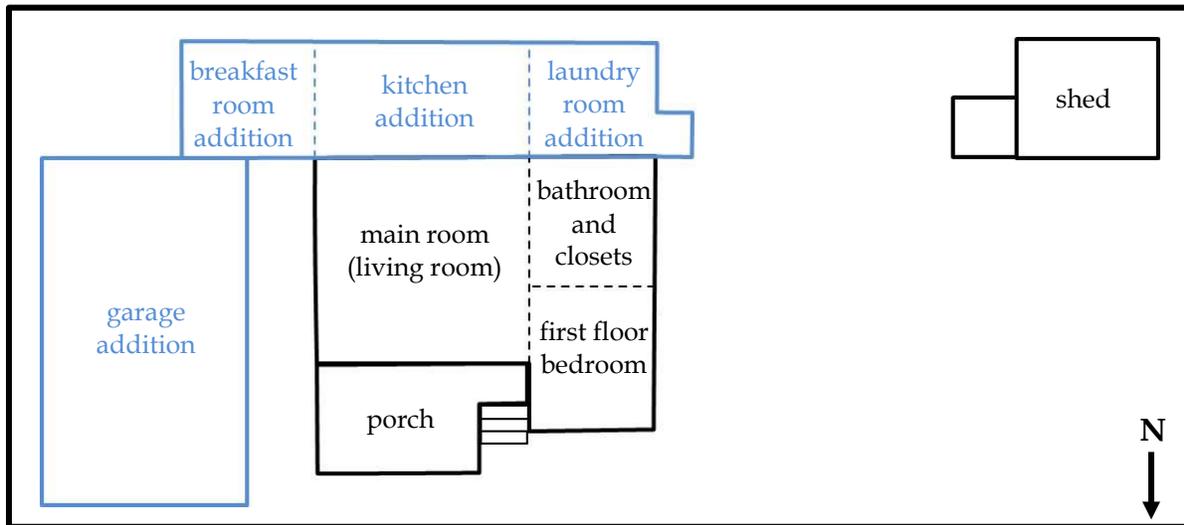
Moisture content measurements identify wood with favorable moisture levels for the growth of wood-decay fungi. Generally, if the moisture content is less than 20 percent, wood-decay fungi are unable to grow. While fungi may be present at lower moisture contents, they are unable to continue to deteriorate the wood without sufficient moisture. Moisture contents from 20 to 30 percent indicate areas of concern where sufficient moisture is present for fungi to grow but not sufficient to indicate advanced decay. Moisture contents above 30 percent can indicate advanced decay with internal voids and/or surface deterioration.

## **FINDINGS**

The Building currently has a primarily square footprint. The elevation facing Chase Street is the north elevation. The Building appears to have been constructed in multiple phases, and likely originally had an “L-shaped” footprint. The various alterations are apparent when viewed at the roofline (Figure 1), and when viewed in plan (Figure 2).



**Figure 1.** Google Earth image showing the roof line of the Building.



**Figure 2.** Sketch plan of the first floor of the Building (not to scale) with labeled additions (blue).

The foundation is stone masonry under what appears to be the original footprint of the Building (Figure 3) and poured concrete below the subsequent additions along the south elevation of the house (Figure 5). There is a crawl space or basement under the original “L-shaped” building; however, the basement door was frozen shut at the time of the field investigation and the crawl space could not be accessed. The Building is clad with wood and wood composite siding. The south elevation of the kitchen addition has modern wood composite siding, while the laundry room addition to the west has wood siding (see Figure 4). All siding appears to be attached with round wire nails.



**Figure 3.** Stone masonry foundation, view of the northwest corner of the Building.



**Figure 4.** Poured concrete foundation, view of the south kitchen addition. Note the wood composite siding on the kitchen addition.

All windows have been covered by aluminum storm windows (Figure 5). Most of the windows do not have locking hardware (Figure 6). Locking hardware, where present, indicates that the window sashes within the “L” footprint may be historic and/or original to the construction or early modification of the Building (Figure 7).

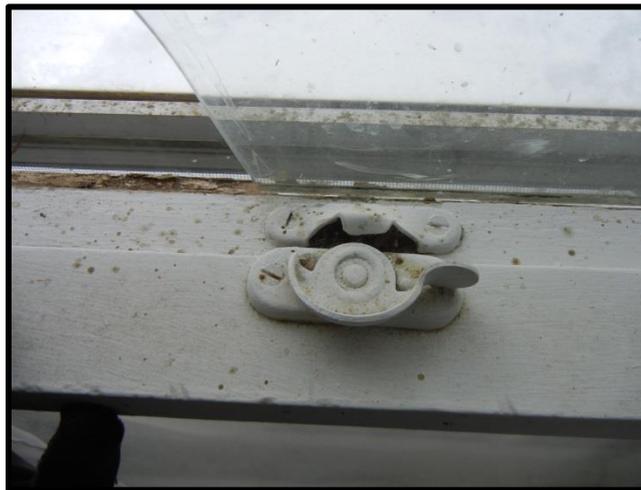


**Figure 5.** Aluminum storm windows on the south elevation.



**Figure 6.** Windows in the main living room, east elevation, with no locking hardware.

The horizontal wood siding on the exterior of the Building is in good to poor condition, depending on the elevation. Siding on the north and west elevations of the Building is in good condition, while siding on the east and south elevations is in fair to poor condition.



**Figure 7.** Window hardware within the first floor bedroom appears to date to the period of construction and/or early modification (ca. 1890s - 1920s).

#### *Outbuilding – Shed*

A small shed is located at the southwest corner of the property (Figure 8). The shed is constructed of wood framing with full dimension 2-inch by 4-inch wall studs, horizontal wood sheathing (Figure 9), and horizontal wood siding (visible in Figure 8).



**Figure 8.** The north elevation of the shed.

The wood siding on the north and west elevations is in good condition; the siding on the east elevation is in fair condition, and the siding on the south elevation is in fair to poor condition. The siding on all elevations is attached with wire nails.



**Figure 9.** Interior view of the shed showing full dimension wall studs and horizontal sheathing.

### *Moisture Content*

Limited moisture content measurements were taken using a capacitance moisture meter for siding and exterior trim at multiple locations along the building exterior, primarily near ground level, to gain insight into the moisture levels around the perimeter of the Building. Moisture content measurements generally did not exceed 7 percent in the tested areas indicating that the wood is currently at low risk for deterioration by wood decay fungi.

### *Species Identification*

Twenty samples were removed for species identification. Given the assumed age of the Building, historic materials such as siding would likely have been produced from trees with native ranges extending into Colorado, such as western yellow pine (a hard pine species group that includes ponderosa pine and lodgepole pine) and/or Engelmann spruce; however, western yellow pine is still used today for architectural siding and trim, so decisions regarding the age of the exterior architectural wood cannot be based on species alone.

**Table 1.** Wood Species Identification

<b>Sample</b>	<b>Member</b>	<b>Location</b>	<b>Species</b>
1	bottom sash meeting rail	NE window, living room	eastern white pine ( <i>Pinus strobus</i> )
2	bottom sash meeting rail	SE double-lite window, living room	eastern white pine
3	plank flooring	living room	western yellow pine ( <i>Pinus</i> spp.)
4	flooring	kitchen	hard maple ( <i>Acer</i> spp.)
5	horizontal muntin	SW six-lite kitchen window	western yellow pine
6	interior vertical window trim	first floor bedroom window	western yellow pine
7	interior vertical window trim	NE window, living room	western yellow pine
8	interior sill	SE double-lite window, living room	western yellow pine
9	interior sill	first floor bedroom window	western yellow pine
10	siding	kitchen (taken from the west interior wall of the laundry room)	eastern white pine
11	siding	laundry room (taken from the south interior wall)	western yellow pine
12	wall stud	shed	Engelmann spruce ( <i>Picea engelmannii</i> )
13	siding	shed	eastern white pine
14	horizontal sheathing	shed	western yellow pine

Sample	Member	Location	Species
15	siding	north elevation, front porch	eastern white pine
16	exterior vertical window trim	north elevation, front porch	western yellow pine
17	siding	south elevation, laundry room	western red cedar ( <i>Thuja plicata</i> )
18	exterior horizontal window trim	SE window, kitchen	western yellow pine
19	bottom sash meeting rail	first floor bedroom E window	eastern white pine
20	bottom sash meeting rail	first floor bedroom W window	eastern white pine

The kitchen addition has hard maple (*Acer* spp.) flooring, while the living room, within the original portion of the Building, has plank flooring made of western yellow pine (*Pinus* spp.).

Western yellow pine, a native wood species group was identified for all the window trim elements and for the siding located on the south interior wall of the laundry room addition. Eastern white pine, a non-native tree species, was identified as the material for the sampled windows and for siding on the exterior north elevation and the kitchen addition (the sample was taken from the interior west wall of the laundry room, as the south exterior elevation of the kitchen addition has modern wood composite siding), as well as the shed. Based on the species identification results, exterior walls of the laundry room addition are clad in western red cedar siding.

The siding on the Building is a mix of three wood species and one modern wood composite product, indicating that there was likely a minimum of four replacement or partial replacement campaigns of the siding. It seems likely that the Building was originally clad in western yellow pine siding, but that subsequent alterations made to the structure included residing the Building and the kitchen addition with eastern white pine siding. The laundry room addition was sided in a separate campaign with western red cedar siding, and finally, portions of the south elevation of the Building were sided with modern wood-composite siding.

The shed, with native Englemann spruce wall studs and western yellow pine sheathing, was constructed of locally available material. It is sided with eastern white pine siding (identical in size and profile to that on the north and west elevations of the Building), indicating that it was likely constructed before or during the second siding campaign of the Building.

### *Age of Siding and Trim*

Determining the exact age of the siding and trim by visual inspection alone is generally not possible. In conjunction with species identification and historical research and documentation, however, it is sometimes possible to determine the sequence in which materials were added or altered by examining the materials and fasteners in detail. A key identifier can be the type of fastener used to hold wood members or architectural elements together. Wire nails, in common use today, were not widely produced and used in construction until the 1890s. However, in rural parts of the country, common use of wire nails did not generally occur until after the turn of the 20<sup>th</sup> century.

While wire nails have flat, circular heads and round shafts, machine cut nails were typically stamped or cut from a sheet of metal, resulting in square or rectangular heads and square shafts. Machine cut nails were primarily used prior to the widespread manufacture and use of round wire nails. Given the assumed ca. 1893 date of construction, the use of machine cut nails would not be unusual; however, all of the visible fasteners on the siding and trim are wire nails (Figure 10).



**Figure 10.** A round wire nail head visible on the north elevation of the shed.

### *Age of the Windows*

The window sashes that were sampled for species identification were identified as eastern white pine (*Pinus strobus*), a tree species that is not native to Colorado, indicating that the windows were either manufactured on the east coast and shipped by train, or are replacement windows. Although most windows did not have window hardware, the presence of one locking unit on a window in the first floor bedroom indicates that the windows were likely installed ca. 1893-1930s. Screws with slotted heads, visible on the hardware in Figure 7, were the only screw type available in the U.S. until the mid-1930s when the Phillips head screw was patented and mass-

produced.<sup>1</sup> Due to the lack of distortions in the reflections, the glass within all the windows of the Building appears to either be replacement glass or to post-date the 1910s. The glass in all windows is uniform in thickness and does not appear to have distorted reflections common to wavy historic glass. Wavy glass is indicative of the manufacturing process and is either crown glass or cylinder glass. Crown glass was blown by hand and was generally not produced after 1850 in the U.S. Cylinder glass is typically associated with windows manufactured ca. the 1870s to the 1910s.

### *Age of the Kitchen Addition*

There were questions regarding the age of the kitchen addition. Although an exact determination of age is generally not possible, in many cases, a close examination of the materials used in the construction can provide some insight to the construction history. Although the unmodified walls within the original construction are plaster and lath, in at least some locations, the walls of the kitchen addition are made of fiber board over wood beadboard. Beadboard was a common wall treatment in kitchens and bathrooms during the Victorian era (ca. 1890 – 1915). Fiberboard, also commonly called by a historically popular brand name, Beaver Board, became popular in the 1920s and 1930s and was advertised as having insulating properties. The fiberboard in the kitchen addition can be found covering an old flue (Figures 11 and 12), suggesting that it may have been installed in order to insulate the flue.



**Figure 11.** Fiberboard over wood beadboard in the kitchen addition.

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<sup>1</sup> Soniak, Matt. 2011. “Screw This, Screw That: Why We have Different Types of Screws,” in *Mental Floss*, electronic document, <http://mentalfloss.com/article/26929/screw-screw-why-we-have-different-types-screws>.



**Figure 12.** The flue in the kitchen addition.

## **SUMMARY OF THE WOOD INVESTIGATION**

The exterior architectural siding and trim of 400 Chase Street ranges from good to poor condition. Conditions are associated with the aspect or exposure, with those on the south and east in the poorest conditions, and those on the north and west generally in good condition. Species identification results indicate that the original “L-shaped” building was likely clad in horizontal wood siding made from western yellow pine, a locally available tree species. A repair or replacement campaign of the siding with eastern white pine may have occurred with the construction of the kitchen addition, which likely dates to ca. 1910 to the 1930s based on the presence of beadboard and fiberboard. The shed may also have been built at that time, using locally available material for the structural members and eastern white pine siding. Assessment of the structural wood floor and wall members that make up the framing of the kitchen addition may shed additional light on its date of construction (the crawl space could not be accessed at the time of the investigation because the door was frozen shut). The western red cedar siding on the laundry room addition represents a third construction or repair campaign. The modern wood composite siding on the south elevation of the Building is replacement material.

The architectural window trim appears to date to the original construction based on the profiles, but may date to a repair campaign, as native tree species are still in use today for the production of architectural trim. One window has original or historic hardware in place, and most windows within the original “L-shaped” footprint are single lite, double-hung windows that are consistent in appearance with historic windows ca. 1893-1920.

The findings of the wood investigation can be summarized as follows:

- Based on a limited number of samples removed, the existing exterior architectural wood work (including siding and trim) is a combination of western yellow pine (*Pinus spp.*), western red cedar (*Thuja plicata*), and eastern white pine (*Pinus strobus*).
- The window sashes appear to date to the estimated date of construction or may be replacements from an early modification based on limited visual evidence of historic window hardware and the species identification results; the majority of the window trim may date to the period of construction.
- The shed was likely either resided or constructed at the same time as the kitchen addition based on the wood species identification of the siding.
- While the exact age of the existing wood siding is generally not possible, based on the wood species used and the use of round wire nail fasteners, it is likely not original to the construction with the possible exception of the interior north wall of the laundry room addition (the former exterior south wall of the original building), which was identified as western yellow pine, a locally available tree species group.
- The wood siding is, in general, in good condition on the north and west elevations, in good to fair condition on the east elevation, and in fair to poor condition on the south elevation of the Building.

**ATTACHMENT C**  
**Written Description of Demolition Process**

## DEMOLITION PROCESS

- Historical Documentation:
  - Identify historical and non-historical portions, elements and features of the structure, i.e., number of stories, gross square footage per floor, number and type of rooms – entry, bedroom, bath, living, parlor, kitchen, dining, laundry mechanical, closets, flat or sloped ceiling, historically significant features – interior and exterior, foundation, windows, doors, light fixtures, hardware, chimney, cornices, trim/molding, porch, deck, fence, rock walls, outbuildings.
- Remove and store historically significant features – windows, doors, light fixtures, hardware, trim, etc.
- Identify and Document Overall Condition of Structure (marginal, poor, extremely poor)
- Identify and Document Water Damage
- Identify and Document Building Code Data and Deficiencies - utilized as single-family residence, life safety hazards
- Identify and Abate Hazardous Material (lead paint, asbestos, mold, mine tailings, radon, etc.):
- Document Rodent Infestation
- Document Retaining Walls: Condition, location & size:
- Develop Scope of Work
- Bidding Instructions
- Bids Form Distributed to Qualified Contractors
- Pre-Bid Meeting
- Bid Questions
- Bid Amendments Distributed
- Bids Due
- Action Form Prepared for HPC and City Council Review Process
- Council Action
- Notice to Proceed
- Contract Executed
- Project Startup
- Demolition Observation and Removal and Lawful Disposal of all Items
- Clean Up: Maintain Clean Work Site: Daily Removal of Nuisance Dust on road Surfaces, Mud and Construction Debris
- Disposal Sites: Dispose of all materials via an approved disposal site acquisitioned by the contractor
- Traffic Control Plan
- Water: Control Nuisance Dust
- Existing Utilities: Locate Approximate Location of Existing Services
- Protection of Public and Private Property:
- Work in Easements and Right-of-Ways
- Abandonment of Utilities: Water Service Pipeline, Sanitary Sewer Service, Gas Service, Electrical, Telephone and Cable Services
- Final Grading: *Plans for final grading shall be submitted in advance to CP&D*

**ATTACHMENT D**  
**Weecycle Asbestos Report**

# Asbestos Survey



## Weecycle Environmental Consulting, Inc.

*-Lead Paint Inspections & Information-  
-Regulatory Services Consulting-  
-Phase I Property Investigations-  
-Asbestos Inspections and Project Design-*

Lauren K. York  
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Boulder, Colorado 80301

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E-mail: [weecycle@weecycle-env.com](mailto:weecycle@weecycle-env.com)  
[www.weecycle-env.com](http://www.weecycle-env.com)

### **AHERA Asbestos Survey Report for the building located at:**

400 Chase St  
Black Hawk, CO 80422

**Weecycle Job No.:** 15-11550

**Performed On:** 4/24/2015

#### **Prepared For:**

Cindy Linker  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

## 1.0 EXECUTIVE SUMMARY

Weecycle Environmental Consulting was retained by City of Black Hawk to perform an AHERA building inspection for Asbestos (ACBM) at 00 Chase St, Black Hawk, CO 80422. The inspection, conducted on April 24, 2015, consisted of a building walk-through, collection of representative bulk samples, and delivery of bulk samples of suspect asbestos containing material to an independent analytical laboratory. The work was completed by a Building Inspector, certified and accredited by the Environmental Protection Agency (EPA) and the State of Colorado.

The intent of the inspection was to identify the locations, quantities, and conditions of asbestos-containing building material. Typical building materials that contain Asbestos are found to be *friable* and/or *non-friable*. *Friable* means it can be pulverized or reduced to powder by hand pressure while *non-friable* means it cannot be crumbled pulverized or reduced to powder by hand pressure. In accordance with Regulation 8, Section III, Subpart III.A.1.c., the EPA and other regulatory agencies regulate the handling of friable Asbestos Containing Material (ACM); therefore, disturbing non-friable material that would render it friable, should be avoided. This report is made as a result of an Asbestos Inspection conducted by Weecycle Environmental Consulting, Inc.

All suspect asbestos containing building materials were in good condition.

The report includes detailed visual observations, descriptions of bulk samples, sample locations, and analysis data.

The subject building has homogeneous areas that have been identified by the inspector as possible Asbestos-Containing Building Materials (ACBM).

Thirty-one (31) representative bulk samples of suspect asbestos-containing materials (ACM) were collected. The following representative bulk samples were submitted for analysis

- Drywall Texture and Joint Compound (3 Types)
  - Living Room walls
  - Dining Room walls & ceiling, Bathroom walls & ceiling
  - Living Room ceiling, Kitchen ceiling
- Fiber Board Texture (2 Types)
  - Kitchen W & S walls
  - Laundry S & W walls & ceiling
- Plaster- Hallway walls & ceiling, Bedroom 1 behind paneling, Landing S, W, & E walls & ceiling, Bedroom 2 N, E, & W walls & ceiling, Bedroom 3 E wall & ceiling
- Floor Tile (4 Types)
  - Dining Room

- Kitchen
- Laundry
- Hallway & Bathroom
- Window Putty
- Adhesive (2 Types)
  - Brick Around Living Room stove
  - Shower Surround Tile
- Ceiling Tile- Bedroom 1 ceiling

The results of this Asbestos Containing Building Materials Survey determined that Asbestos Containing Building Materials **are** present in the building..

## **2.0 AHERA COMPLIANCE**

### **2.1 Statement of Compliance**

Weecycle Environmental advises the owner to use consultants and contractors who have been accredited under Section 206 (b) of the AHERA act and by the Colorado Department of Public Health and Environment Regulation No. 8. It is the responsibility of the owner to meet the requirements as stated in Federal Regulations 40 C.F.R. 763.84 and Colorado Regulation No. 8.

### **2.2 Inspector Statement of Compliance**

As the certified Inspector responsible for the development of this Inspection Report, I certify that it has been written and reviewed in a manner of full compliance with applicable rules and regulations as required by Federal regulations and State of Colorado Regulation No. 8 USEPA/CDPHE Inspector

Signature:   
 CDPHE Certification No. 15586

Date: 4/24/2015  
 Exp. Date: 2/5/2015

All certifications can be found in Appendix A.

## **3.0 BUILDING DESCRIPTION**

The property is a residential building.

## **4.0 HISTORICAL INFORMATION AND INSPECTIONS**

### **4.1 Previous Inspection Summary**

No information was available to the Inspector regarding previous inspections.

### **4.2 Previous Abatement Summary**

## 4.2 Previous Abatement Summary

No information was available to the Inspector regarding previous abatements.

## 4.3 Inspector Exclusion Statement

All suspect asbestos-containing materials discovered during the inspection have been addressed.

## 5.0 SURVEY METHODOLOGY

Bulk samples were collected throughout the building in accordance with AHERA sampling protocols and general industrial hygiene practices to determine the condition and relative square footage of homogeneous suspect materials and asbestos content.

Homogenous areas are defined by AHERA protocol as an area, which appears similar throughout in terms of color, texture, and date of application.

The entire building was available for inspection. Total quantity and measurements for ACM are estimates based on amounts found in inspected areas.

All bulk samples were tested using Polarized Light Microscopy (PLM) analysis.

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

**One (1) suspect asbestos containing building materials sampled, at the time of inspection, were reported as asbestos containing:**

**Table 1 HOMOGENEOUS AREAS**

<b>Homogeneous Area</b>	<b>Homogeneous Material</b>	<b>Location of Material</b>	<b>Total Square Feet</b>
<b>3</b>	<b>Floor Tile 12x12 2 layered</b>	<b>Laundry Room</b>	<b>140 Sq Ft</b>

**All suspect asbestos containing building materials sampled, at the time of inspection, were reported non-detect for asbestos content. Inspector field notes, including the sampling log, are attached in Appendix B with laboratory results in Appendix C.**

**If any material is discovered during renovation or demolition not identified in this report it must be sampled by a Colorado State Certified Asbestos**

Inspector field notes, including the sampling log, are attached in Appendix B with laboratory results in Appendix C.

**If any material is discovered during renovation or demolition not identified in this report it must be sampled by a Colorado State Certified Asbestos Inspector prior to proceeding with work.**

### **COLORADO AIR QUALITY CONTROL COMMISSION (CAQCC)**

Regulation 8 definitions and requirements include:

#### **I.B. Definitions:**

*“Renovation’ means altering in any way one or more facility components. Operations in which load-supporting structural members are wrecked or taken out are excluded. Examples of renovation work include replacement or repair of mechanical ventilation systems, pipes, ceilings, walls, flooring (including floor tiles) and insulating materials...”*

*“Demolition’ means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility...”*

#### **III.C.5. Asbestos Spill Response:**

*“In the event of an asbestos spill involving less than 50 linear feet on pipes, 32 square feet on other surfaces, or the volume equivalent of one 55-gallon drum, the building owner **should**...” (Refer to pages 8.114 and 8.115 for exact recommendations).*

*“In the event of an asbestos spill involving greater than 50 linear feet on pipes, 32 square feet on other surfaces, or the volume equivalent of one 55-gallon drum, the owner **shall**...” (Refer to page 8.115 for exact requirements).*

#### **III.C.6. Renovation and Demolition Projects:**

*“Prior to any renovation or demolition in any single family housing which may disturb 50 linear feet of material on pipes, 32 square feet of material on other surfaces, or the volume equivalent of one 55-gallon drum of material identified by the EPA as a suspect asbestos-containing material, the facility components(s) to be affected by the renovation or demolition shall have an inspection performed by a building inspector certified under these regulations. The inspection must be performed to the AHERA standards as given in 40 CFR Part 763 (1992).”*

Note: Effective March 30, 2003, State Legislature, House Bill 1016 enacts a quantity change, as well as other regulatory requirements that will alter all of the following minimum level requirements. This format of quantities will remain the same with this notation, until CAQCC Regulation 8 is revised.

*“Prior to any renovation or demolition in any public or commercial building which may disturb 260 linear feet of material on pipes, 160 square feet of material on other surfaces, or the volume equivalent of one 55-gallon drum of material identified by the EPA as a suspect asbestos-containing material, the facility component(s) to be affected by the renovation or demolition shall have an inspection performed by a building inspector certified under these regulations. The inspection must be performed to the AHERA standards as given in 40 CFR Part 763 (1992).”*

## **NATIONAL EMISSION STANDARDS for HAZARDOUS AIR POLLUANTS (NESHAPS)**

Definitions and requirements include:

### **Section 61.141 Definitions:**

*“Renovation means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.”*

*“Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.”*

### **Section 61.145 Standard of demolition and renovation:**

*“Prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II no friable ACM...”*

*“If a facility is being demolished...if the combined amount of RACM is at least 260 linear feet on pipes or at least 160 square feet on other facility components, or at least 35 cubic feet off facility components where the length or area could not be measured previously...”*

*“In a facility being renovated, including any individual nonscheduled renovation operation, if the combined amount of RACM to be stripped, removed, dislodged, cut, drilled, or similarly disturbed... is at least 260 linear feet on pipes or at least 160 square feet on other facility components, or at least 35 cubic feet off facility components where the length or area could not be measured previously...”*

## **Asbestos Hazard Emergency Response Act (AHERA)**

Definitions and requirements include:

As referenced in 40 C.F.R. Part 763 (1992), “...requires a minimum number of samples for surfacing materials, thermal system insulating materials, and requires samples in a manner sufficient to determine whether the material is ACM or not ACM for miscellaneous materials.

## **Occupational Safety and Health Administration (OSHA)**

Any material that contains over one-percent (1%) of any type of Asbestos is considered Asbestos containing material (ACM) and must be handled according to OSHA and EPA regulations if disturbed.

Compliance and Implementation of OSHA 1926.1101 (replaces OSHA 1926.58) is required, as published, no later than October 01, 1995 which requires the Building Owner Methods of Compliance, Respiratory Protection, Hygiene Facilities and Practices for Employees. Communication of Hazards, Housekeeping, Medical Surveillance and the Designation and Training of Competent Persons, including:

The Building/Facility Owner (including a lessee) must identify the presence, location and quantity of ACM and/or PACM (presumed asbestos-containing material) at the work site before beginning work.

The Building/Facility Owner must notify, (in writing or in person), the presence, location and quantity of ACM or PACM at the work sites to prospective employers whose employees will work in or next to areas with ACM or PACM. Owner’s employees who will work in or next to such areas, all employers on multi-employer worksites whose employees will work in or next to such areas, tenants who will occupy such areas, etc.

*“An employer or owner may demonstrate that PACM (Presumed Asbestos Containing Material) does not contain asbestos by the following: (A) Having an complete inspection conducted pursuant to the requirements of AHERA (40 CFR Part 763, Subpart E) which demonstrates that the material is not ACM; (B) Performing tests of the material containing PACM which demonstrates that no asbestos is present in the material...the*

*tests, evaluation and sample collection shall be conducted by an accredited inspector.”*

Note: The aforementioned regulatory phrases are not the regulations in their entirety. Consult the regulatory agency, which may apply.

## **7.0 LIMITATIONS AND ASSUMPTIONS**

Weecycle Environmental Consulting, Inc. and this Asbestos Survey Report make no representations or assumption as to past and/or future conditions/occurrences of the specific areas surveyed.

The results and conclusions expressed in this report are based solely on the conditions that were observed at the time of this survey.

The inspection not incorporate destructive sampling techniques.

It is possible that asbestos-containing materials may be concealed within structures and not identified in this report.

Selection of sample locations and frequency of sampling was based on observation at the site and that materials are homogeneous.

Weecycle is not responsible or liable for any opinions, conclusions or recommendations provided by others regarding the data presented in this Asbestos Survey Report.

**Appendix A:**  
Inspector Certifications



Colorado Department  
of Public Health  
and Environment

## ASBESTOS CERTIFICATION\*

This certifies that

**Chris Schiechl**

**Certification No.: 15586**

has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Building Inspector\***

**Issued: February 05, 2015**

**Expires: February 05, 2016**

*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

Authorized APCD Representative

SEAL



Colorado Department  
of Public Health  
and Environment

## ASBESTOS CONSULTING FIRM

This certifies that

**Weecycle Environmental Consulting, Inc.**

**Registration No.: ACF - 15049**

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos consulting activities as required under Regulation No 8, Part B, in the state of Colorado.

Issued: January 30, 2015

Expires: January 30, 2016

Authorized APCD Representative

SEAL

**Appendix B:**  
Inspector Field Notes

Date 4/24/15

Page 1 of    

Project Address: 400 CHASE ST

Project Number: 15-11550

Inspector: C-S

**WALLS & CEILING**

ID (i.e. "A")	Material Description	Room Location
✓ A	Ruff Drywall Texture Joint Comp	Living Walls
✓ B	Smoothly Drywall Texture Joint Comp	Dining Walls & Ceiling, Bath Walls & Ceilings
✓ C	Slippy Drywall Texture Joint Comp	Living Ceiling, Kitchen Ceiling
✓ D	NO Joint Comp Fiber Board Texture	Kitchen N/S Walls
✓ E	NO Joint Comp Fiber Board Texture	Laundry S & W Walls & Ceiling
✓ F	Plaster	Hall Walls & Ceiling Bed 1 Behind Paneling Living S, E & W Walls & Ceiling Bed 2 - N, E & W Ceiling, Bed 3 E Wall & Ceiling

Inspector Signature & Date: Ch. Schma 4/24/15



Project Address: 400 CHASE St.  
Project Number: 15-11550  
Inspector: C.J

Weecycle Sample Identification	Sample Description	Sample Location	Sq. Footage
DT1-1	DRYWALL texture/buff	Living Wall - N.	
DT1-2		E.	
DT1-3		W.	
JC1-4	JOINT Comp.	S.	
DT2-5	DRYWALL texture <sup>sloppy</sup>	<del>Living</del> Dining Ceiling	
DT2-6		Bath Ceiling	
DT2-7		Bath N. Wall	
JC2-8	JOINT Comp.	Dining S.E. Wall	
DT3-9	DRYWALL texture <sup>sloppy</sup>	Living Ceiling	
DT3-10		Living Ceiling	
DT3-11		Kitchen Ceiling	
JC3-12	JOINT Comp.	Kitchen Ceiling	
FB1-13	FIBER BOARD texture	Kitchen E. Wall - W.	
FB1-14		Kitchen E. Wall - W.	

Inspector Signature & Date: [Signature] 4/24/15

(Comments & miscellaneous on reverse)

Project Address: 400 Chase ST  
Project Number: 15-11550  
Inspector: C.S

Weecycle Sample Identification	Sample Description	Sample Location	Sq. Footage
FBI-15	FIBERGLASS TEXTURE	Kitchen S. WALL	
FB2-16	FIBERGLASS TEXTURE	LAUNDRY Ceiling	
FB2-17		S. WALL	
FB2-18		W. WALL	
PI-19	PLASTER	HALL Ceiling	
PI-20		HALL W. WALL	
PI-21		HALL S. WALL	
FT1-22	FLOOR Tile 12x12	DINING	
FT2-23		Kitchen	
FT3-24		LAUNDRY	
FT4-25		HALL	
WPI-26	WINDOW PAPER	N. WINDOW	
WPI-27		S.	
WPI-28		W.	

Inspector Signature & Date: Chris Schuck 4/24/15

(Comments & miscellaneous on reverse)





## **Appendix C:** Laboratory Results



May 2, 2015

**Subcontract Number:** NA  
**Laboratory Report:** RES 318482-1  
**Project # / P.O. #** 15-11550 City Black Hawk  
**Project Description:** 400 Chase St.

Lauren York  
Weecycle Environmental  
5375 Western Ave. Suite B  
Boulder CO 80301

Dear Customer,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA), Lab ID 101533 - Accreditation Certificate #480 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Reservoirs Environmental, Inc. has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

**RES 318482-1** is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,

A handwritten signature in blue ink that reads "Amber Arnold".

Amber Arnold for

Jeanne Spencer  
President

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: **RES 318482-1**  
 Client: **Weecycle Environmental**  
 Client Project Number / P.O.: **15-11550 City Black Hawk**  
 Client Project Description: **400 Chase St.**  
 Date Samples Received: **April 24, 2015**  
 Method: **EPA 600/R-93/116 - Short Report, Bulk**  
 Turnaround: **3-5 Day**  
 Date Samples Analyzed: **May 02, 2015**

ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)	
					Mineral	Visual Estimate (%)			
11550421415 DT1-1	EM 1392970	A	White texture w/ white paint	15		ND	0	100	
			B	White/tan drywall	85		ND	60	40
11550421415 DT1-2	EM 1392971	A	White texture w/ white paint	15		ND	0	100	
			B	White/tan drywall	85		ND	55	45
11550421415 DT1-3	EM 1392972	A	White texture w/ white paint	50		ND	0	100	
			B	White/tan drywall	50		ND	55	45
11550421415 JC1-4	EM 1392973	A	White texture w/ white paint	5		ND	0	100	
			B	White tape	5		ND	90	10
			C	White joint compound	5		ND	0	100
			D	White/tan drywall	85		ND	15	85
11550421415 DT2-5	EM 1392974	A	White paint	20		ND	0	100	
			B	White/tan drywall	80		ND	60	40

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: **RES 318482-1**  
 Client: **Weecycle Environmental**  
 Client Project Number / P.O.: **15-11550 City Black Hawk**  
 Client Project Description: **400 Chase St.**  
 Date Samples Received: **April 24, 2015**  
 Method: **EPA 600/R-93/116 - Short Report, Bulk**  
 Turnaround: **3-5 Day**  
 Date Samples Analyzed: **May 02, 2015**

ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)	
					Mineral	Visual Estimate (%)			
11550421415 DT2-6	EM 1392975	A	White paint	20		ND	0	100	
			B	White/tan drywall	80		ND	65	35
11550421415 DT2-7	EM 1392976	A	Blue paint	25		ND	0	100	
			B	White/tan drywall	75		ND	65	35
11550421415 JC2-8	EM 1392977	A	White texture w/ white paint	10		ND	0	100	
			B	White tape	20		ND	90	10
			C	White joint compound	20		ND	0	100
			D	White/tan drywall	50		ND	0	100
11550421415 DT3-9	EM 1392978	A	White/tan drywall	35		ND	60	40	
			B	White texture	65		ND	0	100
11550421415 DT3-10	EM 1392979	A	White texture	35		ND	0	100	
			B	White/tan drywall	65		ND	20	80
11550421415 DT3-11	EM 1392980	A	White texture w/ white paint	15		ND	0	100	
			B	White/tan drywall	85		ND	75	25

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

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Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
11550421415 JC3-12	EM 1392981	A	White texture w/ white paint	10	<b>Chrysotile</b>	<b>TR</b>	0	100
		B	White tape	10		<b>ND</b>	90	10
		C	White joint compound	10		<b>ND</b>	0	100
		D	White/tan drywall	70		<b>ND</b>	15	85
11550421415 FB1-13	EM 1392982	A	Tan fiberboard w/ white texture paint	100	<b>ND</b>	60	40	
11550421415 FB1-14	EM 1392983	A	Tan fiberboard w/ white texture paint	100	<b>ND</b>	70	30	
11550421415 FB1-15	EM 1392984	A	Tan fiberboard w/ white paint	100	<b>ND</b>	75	25	
11550421415 FB2-16	EM 1392985	A	White compound w/ blue paint	10	<b>ND</b>	0	100	
		B	Tan fiberboard	90	<b>ND</b>	90	10	
11550421415 FB2-17	EM 1392986	A	White compound w/ white paint	20	<b>ND</b>	0	100	
		B	Tan fiberboard	80	<b>ND</b>	90	10	
11550421415 FB2-18	EM 1392987	A	White compound w/ white paint	20	<b>ND</b>	0	100	
		B	Tan fiberboard	80	<b>ND</b>	90	10	

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

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ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)	
					Mineral	Visual Estimate (%)			
11550421415 P1-19	EM 1392988	A	Gray granular plaster	40		ND	0	100	
			B	White plaster w/ white/multi-colored paint	60		ND	0	100
11550421415 P1-20	EM 1392989	A	White compound w/ pink/multi-colored paint	15		ND	0	100	
			B	White plaster	20		ND	0	100
			C	Gray granular plaster	65		ND	TR	100
11550421415 P1-21	EM 1392990	A	White compound w/ white/multi-colored paint	5		ND	0	100	
			B	White plaster	5		ND	0	100
			C	Gray granular plaster	90		ND	TR	100
11550421415 FT1-22	EM 1392991	A	Yellow mastic	TR		ND	0	100	
			B	White/multi-colored tile	30		ND	0	100
			C	Tan wood	70		ND	100	0
11550421415 FT2-23	EM 1392992	A	Blue/white tile	100		ND	0	100	

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

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ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
11550421415 FT3-24	EM 1392993	A	Cream/green tile w/ colorless adhesive	40	Chrysotile	3	0	97
			Tan/gray tile w/ brown adhesive	60	Chrysotile	5	0	95
11550421415 FT4-25	EM 1392994	A	Tan/multi-colored tile w/ colorless adhesive	100		ND	2	98
11550421415 WP1-26	EM 1392995	A	Gray glazing w/ white/blue paint	100		ND	0	100
11550421415 WP1-27	EM 1392996	A	White glazing w/ white paint	100		ND	0	100
11550421415 WP1-28	EM 1392997	A	White glazing w/ white paint	100		ND	0	100
11550421415 A1-29	EM 1392998	A	Pink resinous material	2		ND	0	100
			Tan paper	5		ND	90	10
			Gray resinous material	93		ND	0	100
11550421415 A2-30	EM 1392999	A	Blue/white paint	5		ND	0	100
			Tan resinous material	15		ND	0	100
			White/tan drywall	80		ND	20	80
11550421415 CT1-31	EM 1393000	A	Blue paint/white paint	10		ND	0	100
			Tan fibrous material	90		ND	90	10

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

  
 Anya Angst  
 Analyst / Data QA

Due Date: 4/29/11  
 Due Time: 4:15pm



**Reservoirs Environmental, Inc.**  
 6801 Logan St Denver, CO 80216 • Ph: 303-864-1995 • Fax: 303-477-4275 • Toll Free 866-RES-ENV  
 After Hours Cell Phone: 720-339-9228

RES 318482

**INVOICE TO: (IF DIFFERENT)**

**CONTACT INFORMATION:**

Company: <b>Weecycle Environmental</b>	Contact: <b>Lauren York</b>	Contact: <b>Chris Schiecht</b>
Address: 5375 Western Ave. Suite B	Phone: 303-413-0452	Phone: 303-413-0452
Boulder, CO 80301	Fax: 303-413-0710	Fax: 303-413-0710
	Cellpager: 303-434-0434	Cellpager: 303-859-0830

Project Number and/or P.O. #: **15-11550 City Blackhawk**  
 Project Description/Location: **400 CHASE ST**  
 Final Data Deliverable Email Address: **weecycle@weecycle-env.com**

**ASBESTOS LABORATORY HOURS:** Weekdays: 7am - 7pm  
 PRIORITY (Next Day)  STANDARD  
 (Rush PCM = 2hr, TEM = 5hr.)

**CHEMISTRY LABORATORY HOURS:** Weekdays: 8am - 5pm  
 RUSH 24 hr. 3-5 Day  
 RUSH 5 day 10 day  
 24 hr. 3 day 5 Day

**Metal(s) / Dust**  
 RCRA 8 / Metals & Weiding  
 Fume Scan / TCLP

**Organics**  
 RUSH 24 hr. 3-5 Day

**MICROBIOLOGY LABORATORY HOURS:** Weekdays: 9am - 6pm  
 E.coli O157:H7, Coliforms, S.aureus  
 24 hr. 2 Day 3-5 Day  
 48 Hr. 3-5 Day  
 RUSH 24 Hr. 48 Hr. 3 Day 5 Day

**Mold**  
 RUSH 24 Hr. 48 Hr. 3 Day 5 Day

**Special Instructions:** Please call Chris @ 303-859-0830 with all Rush Results  
 apply for afterhours, weekends and holidays.

Client sample ID number	(Sample ID's must be unique)	PLM - Short report, Long report, Point Count	TEM - AHERA, Level II, 7402, ISO, +, Quant, Semi-quant, Micro-vac, ISO-Indirect Preps	PCM - 7400A, 7400B, OSHA	DUST - Total, Respirable	METALS - Analyte(s)	RCRA 8, TCLP, Weiding Fume, Metals Scan	ORGANICS - METH	Salmonella +/-	E.coli O157:H7, +/-	Listeria +/-	Aerobic Plate Count +/- or Quantification	F.coli +/- or Quantification	Coliforms +/- or Quantification	S.aureus +/- or Quantification	Y & M +/- or Quantification	Mold +/-, Identification, Quantification	SAMPLER'S INITIALS OR OTHER NOTES	Sample Volume (L) / Area	Matrix Code	# Containers	Date Collected em/day	Time Collected hh/mm ap	EM Number (Laboratory Use Only)
1	1155042415 DT1-1	X																	B1	B1	4/24/11		1392970	
2	DT1-2																							
3	DT1-3																							
4	JC1-4																							
5	DT2-5																							
6	DT2-6																							
7	DT2-7																							
8	JC2-8																							
9	DT3-9																							
10	DT3-10																							

Number of samples received: **10**  
 (Additional samples shall be listed on attached long form)  
 NOTE: REI will analyze incoming samples based upon information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By: <b>Chris Schiecht</b>	Date/Time: <b>4/24/11</b>	Sealed	On Ice	Intact
Laboratory Use Only	Carpet: <b>WISPA hard</b>	Temp. (F°)	Yes / No	Yes / No
Date Entry OA	Date	Time	Time	Time
Contact	Contact	Phone Email Fax	Phone Email Fax	Phone Email Fax
Contact	Contact	Phone Email Fax	Phone Email Fax	Phone Email Fax

RES Job # 31840 Page 2 of 2

Submitted by: Weecycle Environmental / 5-11550

Client sample ID number (Sample ID's must be unique)	REQUESTED ANALYSIS		VALID MATRIX CODES		LAB NOTES:
	PFM - Short report, Long report, Point Count TEM - AHERA Level II, 7402, ISO, +/-, Quant, Semi quant, Micro vac, ISO-Indirect Preps PCM - 7400A, 7400B, OSHA DUST - Total, Respirable METALS - Analyte(s) RCRA 8, TCLP, Welding Fume, Metals Scan ORGANICS - METH Salmonella: +/- E. coli O157:H7: +/- Listeria: +/- Aerobic Plate Count: +/- or Quantification E. coli: +/- or Quantification Coliforms: +/- or Quantification S. aureus: +/- or Quantification Y & M: +/- or Quantification Mold: +/- or Quantification OTHER -	Sample Volume (L) / Area Matrix Code # Containers Date Collected mm/dd/yy Time Collected hh:mm:ap EM Number (Laboratory Use Only)	Air = A Bulk = B Dust = D Paint = P Soil = S Wipe = W Swab = SW F = Food Drinking Water = DW Waste Water = WW O = Other **ASTM E1792 approved wipe media only**		
11	1155042415 DT3-11		B	4/24/15	1392980 - 2mth + 2059 - 2mth + 2059
12	JC3-12				
13	FB1-13				
14	FB1-14				
15	FB1-15				
16	FB2-16				
17	FB2-17				
18	FB2-18				
19	P1-19				
20	P1-20				
21	P1-21				
22	FT1-22				
23	FT2-23				
24	FT3-24				
25	FT4-25				
26	WPI-26				
27	WPI-27				
28	WPI-28				
29	A1-29				
30	A2-30				
31	CT1-31				
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

*[Handwritten signature]*

**ATTACHMENT E**  
**Weecycle Asbestos Clearance Report**

## **WEecycle ENVIRONMENTAL CONSULTING, INC.**

---

5375 Western Avenue, Suite B  
Boulder, Colorado 80301  
(303) 413-0452 Fax (303) 413-0710

211 Haggerty Lane, Suite D  
Bozeman, MT 59715  
(406) 548- 5450

October 23, 2015

Cindy Linker  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

***Re: PCM analysis on October 13, 2015, at 400 Chase St. Black Hawk, CO 80422  
(the "Site")***

Dear Ms. Linker:

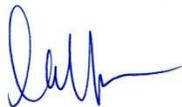
On October 13, 2015, Chris Schiechl, a State of Colorado certified AMS (Air Monitoring Specialist) with Weecycle Environmental Consulting, Inc., performed a final visual and conducted final air sampling at the Site. Aggressive clearance sampling methods in accordance with AHERA and Colorado Department of Public Health and Environment (CDPHE) Regulation 8 were performed.

The samples were analyzed by Weecycle Environmental Consulting, Inc., and the Project Supervisor was given a verbal summary of the results within 2 hours. The analysis was performed in accordance with the PCM method outlined in the NIOSH 7400 Method. Weecycle's Proficiency Analytical Testing (PAT) Program Laboratory ID Number is 149830. The analytical results are presented in Table 1 of the enclosed report.

The visual inspection showed no visible dust or debris and air clearance sample results were below the MAAL (Maximum Allowable Asbestos Level) of 0.010 fibers/cc, therefore the area is clear for re-occupancy.

Weecycle's job number for this project is 15-11550. If you have any questions, please call Lauren York at (303) 413-0452.

Submitted By:



---

Lauren York  
State of Colorado Asbestos Inspector #3748

**Weecycle Environmental Consulting, Inc.**  
**5375 Western Avenue, Suite B, Boulder, CO 80301**  
**Phone: (303) 413-0452 Fax: (303) 413-0710**

**Email: weecycle@weecycle-env.com**

**Client:** City of Black Hawk  
**Client Project Number:** Unknown  
**Project Name:** 400 Chase Street, Black Hawk, CO 80422  
**Analysis Type:** PCM

**Weecycle Project Number:** 15-11550  
**Date Sampled:** 10/13/2015  
**Date Analyzed:** 10/13/2015

**Table 1. Sample Locations and Results**

Type of Sample	Sample Number	Date	Location	Total Volume (L)	Fibers	Fields	Fibers / mm2	Fibers / cc
Clearance	CL1	10/13/2015	Kitchen	1279	10	100	12.7	0.004
Clearance	CL2	10/13/2015	Kitchen	1279	11.5	100	14.6	0.004
Clearance	CL3	10/13/2015	Kitchen	1279	10	100	12.7	0.004
Clearance	CL4	10/13/2015	Kitchen	1279	10.5	100	13.4	0.004
Clearance	CL5	10/13/2015	Kitchen	1279	11	100	14.0	0.004
Blank	FB6	10/13/2015	Field Blank	0	0	100	0.0	BDL
Blank	FB7	10/13/2015	Field Blank	0	0	100	0.0	BDL

BDL = Below Detection Limit

Filter Material = Mixed Cellulosic Ester

Filter Diameter= 25mm

Phase Contrast Microscopy was used for analysis under the guidelines of NIOSH Method 7400, Revision 3. A minimum of ten (10) fibers per 100 fields is needed for reliable quantification. Samples with less than 5.5 fibers per 100 fields are reported as Below Detection Limit (BDL).

Analyzed By:



Ryan Passarelli

Reviewed By:



Lauren York  
 Project Manager

# AIR MONITORING SUMMARY

Wecycle Environmental Consulting, Inc.  
 5375 Western Ave, Suite B  
 Boulder, CO 80301

PAGE 1 OF 1  
 PCM    TEM   

CLIENT NAME: City of Black Hawk

WEC PROJECT NUMBER: 15-11850

PROJECT NAME: CHASE ST 400

LOCATION OF CONTAINMENT: Kitchen

Sample #	Sample Location	Time On	Time Off	Total Minutes	Flow Begin	Flow Off	Ave	Total Volume	Fibers/Fields	Fibers/cc2
CL1-1	Kitchen	10:05	11:30	82	14.7	14.7	14.7	1239	10/100	0.004
CL1-2		10:03	11:30	82	14.7	14.7	14.7	1279	11.5/100	0.004
CL1-3		10:03	11:30	82	14.7	14.7	14.7	1279	10/100	0.004
CL1-4		10:03	11:30	82	14.7	14.7	14.7	1279	10.5/100	0.004
CL1-5		10:03	11:30	82	14.7	14.7	14.7	1279	11/100	0.004
FB6	Field Blank	N/A							0/100	BDL
FB7	Field Blank	N/A							1/100	BDL

Air Monitoring Specialist: Alex Schrock Cert. # 15586 Exp. Date: 11/13/15 Date: 10/13/15

Analyst Signature: [Signature] Date: 10/13/15

Weecycle Environmental Consulting, Inc

Daily Log

Project: CHASE ST. WEC Project No: 15-11550 Date: 10/13/15

Client: CITY OF BLACK HAWK Client Project No: \_\_\_\_\_

Contractor: ELITE Time On-Site: 9:45 ~~10:00~~ Time of Site: 12:05

Project Manager: N/A Supervisor: ARMANDO LOPEZ No. of Workers 1

Industrial Hygienist: CHRIS SCHRECK pg. 1 of 1

Daily Activity: Set Up: \_\_\_\_\_ Gross Removal: \_\_\_\_\_ Final clean: \_\_\_\_\_  
Final Visual:  De-Mobilization: \_\_\_\_\_

Containment Type: Secondary Containment Location: Kitchen  
No. NAM'S: 1

Type & Quantity of Material: Floor Tile 109 with SUB FLOOR

Today's Entry

9:45  
ON SITE ~~10:00~~. UNLOAD - Spoke with Armando  
Remove Floor Tile with Subfloor, Good  
Clean Containment. Set Fan on - Set up  
pumps. Leaf Blow - Snow Pumps on 10:03  
pulled pumps at 11:30. Read on Site  
Told Armando passed - off site at  
12:05 -

Signature: [Signature] CO Cert No.: 15586

# Final Clearance Visual Inspection Form Weecycle Environmental Consulting



Project Name: Phase 5 400  
 Building Name: SAME  
 Building Address: \_\_\_\_\_  
 Work Area: Kitchen

Date: 10/13/19  
 Time: 9:45  
 Project #: 15-11550  
 Permit #: N/A

## Containment Set Up Checklist

Containment Type Full \_\_\_\_\_ Secondary Y Opt-Out \_\_\_\_\_  
 HEPA Equipment Operational Yes ✓ No \_\_\_\_\_  
 Critical Barriers Yes ✓ No \_\_\_\_\_  
 Decontamination Unit Place Yes ✓ No \_\_\_\_\_  
 All Surfaces Dry Yes ✓ No \_\_\_\_\_

## Visual Inspection Checklist

Is ACM, Dust and Debris Removed From the Work Area Yes ✓ No \_\_\_\_\_  
 From the Decontamination Unit Yes ✓ No \_\_\_\_\_

Results of the Inspection Pass ✓ Fail \_\_\_\_\_

## Clearance Air Test Information

Aggressive Method Employed Yes ✓ No \_\_\_\_\_  
 Number of Samples Collected # 5  
 Air Test Results Pass ✓ Fail \_\_\_\_\_

## Additional Remarks:

Took out floor tile on sub-flooring.  
Good clean containment

Contractor/Supervisor: Amanda Lopez AMS: CHRIS Schiechl

Cert # 9523 Cert # 15586

Abatement Company: Elite E IH/Consultant Company: Weecycle Env.

Phone Number: 302 679 5437 Phone Number: 303-859-0830



Colorado Department  
of Public Health  
and Environment

## ASBESTOS CERTIFICATION\*

This certifies that

**Chris Schiechl**

**Certification No.: 15586**

has met the requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby certified by the state of Colorado in the following discipline:

**Air Monitoring Specialist\***

**Issued: November 14, 2014**

**Expires: November 14, 2015**

*\* This certificate is valid only with the possession of a current Division-approved training course certification in the discipline specified above.*

Authorized APCD Representative

SEAL

**ATTACHMENT F**  
**Weecycle Visual Mold Report**

## **WEECYCLE ENVIRONMENTAL CONSULTING, INC.**

---

5375 Western Avenue, Suite B  
Boulder, Colorado 80301  
(303) 413-0452 Fax (303) 413-0710

211 Haggerty Lane, Suite D  
Bozeman, MT 59715  
(406) 548- 5450

May 5, 2015

City of Black Hawk  
Cindy Linker  
PO Box 68  
Black Hawk, CO 80422

***RE: Indoor Air Quality (IAQ) Visual at: 400 Chase Street, Black Hawk, CO 80422***

Dear Ms. Linker,

On April 24, 2015 Weecycle Environmental Consulting, Inc. conducted a visual mold inspection at the residence at 400 Chase Street, Black Hawk, CO 80422



The investigation took place in the following areas:

- Exterior
- Porch
- Living Areas
- Bathroom
- Kitchen
- Crawl Space

**Visible microbial growth and/or water damage was observed**, at the time of this evaluation, in the following locations:

- Exterior
- Under Sinks
- Behind washer
- Leaking Pipes
- Wood in Crawl Space
- Fiberglass Insulation in Crawl Space
- Around Windows
- Chimney Leaks
- Shower Walls and floor around tub
- Crawl Space
- Attic Roof





### **Site Observations:**

#### Exterior:

- Wooden siding touches the ground and may trap moisture next to the building
- Gutters and down spouts full of debris
- No splash pans for down spouts to route water away from the foundation
- No rain cap to the chimney to prevent rain from entering the chimney
- Hill adjacent to the house provides a direct path for water to impact the crawl space
- Cracks were noted in the foundation
- Leaking outdoor faucet
- Visible dryrot was noted

#### Interior:

- Sinks Leaking
- Visible mold under sinks
- Wallpaper, carpeting and dirt and debris are present and may trap moisture or spores next to walls and floors.
- Visible staining indicating water intrusion and wet-spots were noted around windows
- Visible staining and spotting was noted on walls and ceilings
- Particle board or pressed wood in present and can be a breeding ground for microbes
- The house has a musty odor indicative of fungal growth

#### Bathrooms:

- Visible spotting on shower walls, behind the toilet and under sink
- Leaking pipes
- Leaking toilet
- Floor around the tub and toilet is soft indicating past water intrusion
- The sink and tub areas need caulking and sealing to prevent leaks and microbial growth
- Tub surround tile compromised, tile is loose or missing
- Carpet is present

#### Kitchen:

- Leaking pipes
- Wood in the cabinet below the sink is soft indicating water damage over time
- Visible mold under the sink
- Visible spotting in appliance locations
- Particle board cabinets holding moisture

#### Attic:

- Visible spotting on roof, water stains are present
- Build-up of organic matter in attic area

Garage:

- Cardboard boxes and storage items in garage
- Cracks in car pad
- Build-up of organic matter in the garage

HVAC:

- Furnace located in crawl space

Crawl Space:

- Wooden items resting on soil
- Water heater release valve leaks
- Organic Matter, cardboard and dust and debris are present and can be a breeding ground for microbes
- Fiberglass insulation is impacted by moisture, spotting is present
- Limited ventilation exists in the space
- No vapor barrier was noted
- No sump pump was noted

Porch:

- Walls and Ceiling - Water damaged wood

**Recommendations:**

Weecycle recommends microbial remediation (following EPA protocol) as follows:

Exterior:

- Clear gutters and down spouts that are full of debris
- Add splash pans for down spouts
- Add a rain cap to the chimney
- Fill in and address the cracks in the foundation
- Remove the siding touches the ground to avoid trapped moisture
- Repair or replace leaking outdoor faucet
- Remove and dispose of or repair wood with visible dry rot

General:

- Remove and dispose of all walls and ceilings materials with visible mold, water damage or staining and one (1) foot of drywall beyond visible microbial growth following the decontamination protocol below
- Remove and dispose of all particle board materials
- Remove and dispose of carpet, wall paper and debris from the walls and floors
- Repair sinks leaks
- Remove and dispose of sink cabinet and follow all decontamination protocol for the area under and behind the cabinet
- Clean or remove and dispose of all wooden materials in windows; remove and dispose of all surrounding wall and ceiling materials with visible mold, water damage or staining; and remove one (1) additional foot of drywall beyond visible microbial growth; follow the decontamination protocol below

Bathrooms:

- Repair all leaks in pipes and toilet
- Remove damaged shower walls with visible staining and one (1) foot of drywall beyond visible microbial growth, follow all decontamination protocol as noted below
- Remove the drywall from behind the toilet with visible staining and one (1) foot of drywall beyond visible microbial growth, follow all decontamination protocol as noted below

- Remove the vanity and drywall behind the vanity with visible staining and one (1) foot of drywall beyond visible microbial growth, follow all decontamination protocol as noted below
- Remove the carpet and damaged flooring around the tub and toilet (check flooring under the tub for stability) and 1 (one) foot beyond all damaged material, follow all decontamination protocol as noted below
- Re-caulk and seal the sink and tub areas, if remaining in the house

**Kitchen:**

- Repair all leaking pipes
- Remove and dispose of the sink cabinet and the drywall behind the sink with visible staining and one (1) foot of drywall beyond visible microbial growth
- Remove the floor under the sink in damaged area
- Remove or clean the damaged flooring and remove 1 (one) foot beyond all damaged material, follow all decontamination protocol as noted below

**Garage:**

- Remove and dispose of all cardboard boxes and storage items in garage and if stored again clean all items and store in plastic tubs
- Fill all cracks in car pad to prevent moisture
- Clear the organic matter from the garage and clean the structure with an anti-microbial solution

**Crawl Space:**

- Remove and dispose of all wooden items resting on soil
- Repair the water heater release valve
- Install a sump pump when renovating
- Clean up and clear out all organic matter, dust and debris
- Remove and dispose of all fiberglass insulation
- Add ventilation by vent or fan to the space
- Install a vapor barrier with a minimum of 10-mil poly sheeting and permanently attached it to the foundation of the structure

**Porch:**

- Remove and dispose of warped and water damaged walls and ceiling materials including insulation if present and remove one (1) foot beyond all visible water damage, staining or mold. Follow all decontamination protocol below

**Decontamination Protocol:**

*All cleaning should adhere to the following protocol.*

- Establish engineering controls by isolating the area and creating negative pressure within the containment inside the work area.
- Place a negative pressure machine outside of each containment area to act as a scrubber.
- Use a HEPA-vacuum on all surfaces before beginning removal and decontamination procedures.
- Remove all affected building debris. Bag and appropriately disposed of all materials removed during remediation.
- Decontaminate the remaining structural components using a wire brush to remove any visible mold growth.
- Treat surfaces with an antimicrobial solution after completing the decontamination process.
- Insure adequate drying of structural components

- Installation of a vapor barrier with a minimum of 10-mil poly sheeting and which is permanently attached to the foundation of the structure.
- DO NOT APPLY any sealant, encapsulate or paint to the substrate prior to visual clearance and air sampling.
- Have ducts cleaned by a certified HVAC cleaning company, if applicable

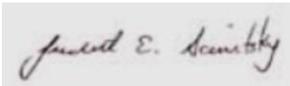
When Applicable:

- The EPA, RRP (Renovation Repair and Painting) 40CFR 745.80 Subpart E, requires that homes and child occupied facilities built prior to 1978 be tested for lead- based prior to any renovation or demolition. If lead based paint is present all work must performed by Certified Firms using Certified Renovators and other trained workers.
- Prior to any renovation or demolition of material identified by the EPA as a suspect asbestos-containing material, the building component(s) to be affected by the renovation or demolition shall have an inspection performed by a building inspector certified under these regulations. The inspection must be performed to the AHERA standards as given in 40 CFR Part 763 (1992).
- .

To ensure a living environment free of microbial growth and safe from fungal contamination, Weecycle Environmental Consulting, Inc recommends maintaining adequate ventilation in kitchens, bathrooms, and other moisture-prone areas, immediate repair of any leaks that may occur in the future, and proper maintenance of the HVAC system. You may wish to continue monitoring the flood affected area over the next few weeks for signs of visible mold growth or odor.

Weecycle assigned Job# 15-11550 to this study. For additional services or to request additional scope of work, please call 303-413-0452.

Sincerely,



Judith Sawitsky  
CMC #0607101

**ATTACHMENT G**  
**Weecycle Visual Mold Clearance Report**

## **WEecycle ENVIRONMENTAL CONSULTING, INC.**

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5375 Western Avenue, Suite B  
Boulder, Colorado 80301  
(303) 413-0452 Fax (303) 413-0710

211 Haggerty Lane, Suite D  
Bozeman, MT 59715  
(406) 548- 5450

December 23, 2015

City of Black Hawk  
Cindy Linker  
PO Box 68  
Black Hawk, CO 80422

**RE: Mold Clearance Visual at: 400 Chase Street, Black Hawk, CO 80422**

Dear Ms. Linker,

On November 24, 2015 and December 7, 2015, Weecycle Environmental Consulting, Inc. conducted visual mold inspections at the residence at 400 Chase Street, Black Hawk, CO 80422. The Indoor Air Quality Clearance investigation at the property was performed as follow up to a microbial investigation and remediation.



The investigation took place in the following areas:

- Exterior
- Interior

### **Site Observations**

#### **November 24, 2015**

- Debris remaining in peak area on second floor
- Debris in dirt under floor
- No samples taken
- No visible mold was noted, although some old staining remains on the wood

#### **December 7, 2015**

- Newspaper remained around the sewer pipes leading out of the house
- All other areas of the structure were clean and no visible mold was noted
- Weecycle called Abbots on 12/14/2015 regarding remaining clean-up

City of Blackhawk  
400 Chase St, Blackhawk, CO





## Conclusions

The results of the final visual inspection and air sampling indicate no further remediation is required, with the exception of replacement of the roof decking due to rotting from water intrusion, especially over the kitchen area. The area is safe for reconstruction and re-occupancy. Interpretations of all results are based on best available data and commonly used industry standards.

Weecycle assigned Job# 15-11550 to this study. For additional services or to request additional scope of work, please call 303-413-0452.

Sincerely,



Judith Sawitsky  
CMC #0607101

**ATTACHMENT H**  
**Weecycle Lead Base Paint Report**

## **WEECYCLE ENVIRONMENTAL CONSULTING, INC.**

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5375 Western Avenue, Suite B  
Boulder, Colorado 80301  
(303) 413-0452 Fax (303) 413-0710

211 Haggerty Lane, Suite D  
Bozeman, MT 59715  
(406) 548- 5450

May 5, 2015

Cindy Linker  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

***RE: EPA/HUD Lead-Based Paint (LBP) Inspection at 400 Chase St, Black Hawk, CO 80422 on April 24, 2015***

Dear Ms. Linker:

On April 24, 2015, Judith Sawitsky, a Colorado Lead-Based Paint (LBP) Inspector from Weecycle Environmental Consulting, Inc., completed a full EPA/HUD Lead Based Surface Coatings Survey that satisfies the requirements for Renovation, Repair and Painting (RRP) **40CFR 745.80 Subpart E**, at the property. **LBP was identified on the tested surfaces at the Property.**

Non-painted surfaces such as unpainted ceramic tile and porcelain bathtubs may be a source of lead exposure during demolition or renovation. These items are not considered lead-based paint; their presence does not need to be included in disclosure under the Lead Disclosure Rule.

### **Identifying Information**

*Site Address:* 400 Chase St  
Black Hawk, CO 80422

*Constructed:* 1898  
*Weecycle Job Number:* 15-11550

### **Site Notes**

None

### **Sampling Procedure**

Weecycle Environmental Consulting, Inc. completed this inspection according to the most current HUD guidelines. On-site testing of painted surfaces for lead content was completed using a portable Niton XLp-300A Spectrum Analyzer Lead Detector (Serial Number 25097) which utilizes X-Ray Fluorescence analysis.

Lead Based Paint Testing is performed in accordance with HUD Guidelines as revised 11/97 with the following procedural notes:

- 1) Room equivalents are generally listed by number, starting with the 1<sup>st</sup> room of the main entrance and proceeding clockwise on each floor. Walls are listed in each room by letter with wall "A" facing the street of address, proceeding clockwise to "B, C, D", etc. Multiple components (i.e. windows or doors) are listed moving left to right along each wall.
- 2) Substrates are labeled as Brick, Concrete, Drywall, Plaster, Stucco, Wood or Metal. Concrete block or cinder block or CMU are labeled concrete. Wallpapered surfaces are examined by XRF for concealed lead based paint with postulated substrates.

In addition to on-site analysis, leaded dust wipes, bulk paint chip, and/or lead in soil samples may have been collected, at the discretion of the risk assessor or at the request of the client. If collected, these samples were analyzed for lead content by Reservoirs Environmental Services, Inc., an AIHA ELLAP (Environmental Lead Laboratory Accreditation Program) approved laboratory.

**EPA, 40 CFR 745.80 Subpart E, Renovation, Repair and Painting Rule:** Under the rule, beginning in April 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. All painted surfaces must be assumed positive for lead-based paint unless tested and confirmed to be negative.

Target Housing is a home or residential unit built on or before December 31, 1977, except:

- Housing built for the elderly or persons with disabilities (unless a child less than 6 years old lives or is expected to live in the house or unit); or
- Zero-bedroom dwellings (studio apartments, hospitals, hotels, dormitories, etc.)

The EPA – Renovate, Repair and Painting Rule defines a child-occupied facility as a pre-1978 building that meets all three of the criteria below:

- Visited regularly by the same child, under 6 years of age.
- The visits are on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours.
- Combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours.

Child-occupied facilities may be located in a public or commercial building or in target housing. These facilities include schools, child care facilities, and daycare centers.

## **FEDERAL LEAD-BASED PAINT STANDARDS**

Paint – Definition of Lead-Based Paint

Paint or other surface coatings that contain at least:

- 1 milligram per square centimeter (mg/cm<sup>2</sup>) of lead;
- 0.5 percent lead; or 5,000 parts per million lead by dry weight.

Note: In 1978 the Consumer Product Safety Commission banned the residential use of lead-based paint that contained greater than or equal to 0.06 percent or 600 ppm of lead.

**Dust – Federal Thresholds for Lead-Contamination (in micrograms per square foot)**

- Floors 40 µg/ft<sup>2</sup>
- Interior window sills 250 µg/ft<sup>2</sup>
- Window troughs (Clearance only) 400 µg/ft<sup>2</sup>

**Soil – Federal Thresholds for Bare Soil Contamination (in micrograms per gram; equivalent to parts per million)**

- Play areas used by children under age 6 400 µg/gram
- Other areas, if more than 9 ft<sup>2</sup> in total area of bare soil per property 1,200 µg/gram
- Abatement required by HUD 5,000 µg/gram

**Site Findings**

Lead-based paint was identified on the interior and exterior of the building. This survey indicates that lead-based paint exists in the following location:

- A. Wall (Wood, White/Pink) Living Room, Kitchen, Laundry, Bedroom 3
- B. Window Components (Wood, Green) Living Room, Dining Room, Kitchen, Bedroom 1, Stairwell Landing, Bedroom 2, Bedroom 3
- C. Door Casing (Wood, Green/Blue/White/Pink) Living Room, Dining Room, Laundry, Bathroom, Bedroom 1, Stairwell Landing, Bedroom 3, Garage
- D. Baseboard (Wood, Blue/White/Pink) Living Room, Bedroom 1, Bedroom 3, Bedroom 3
- E. Closet Components (Wood, White/Brown) Door, Shelf and Floor Hallway Closet
- F. Stair Riser (Wood, Brown) Stairwell Landing
- G. Ceiling (Wood, White) Bedroom 3
- H. Exterior Door Components (Wood, White) Exterior of House & Garage; Assume all exterior door components positive for LBP
- I. Exterior Window Components (Wood, White) Exterior of House & Garage; Assume all Exterior Window components positive for LBP
- J. Exterior Wall (Wood, White) Exterior of House & Garage
- K. Exterior Soffits & Fascia (Wood, Green/White) Exterior; Assume all Soffit & Fascia positive for LBP

**Recommendations**

**Site-Specific Lead Hazard Control Plan**

**Hazards A -K: Interior and Exterior surfaces covered in LBP.** (See Above)  
Periodic visual monitoring of these surfaces by the Property's owner is required according to HUD guidelines. As they begin to degrade, either wet-strip and re-paint or

encapsulate with non-LBP (please refer to the rest of this control plan for more details). If remodeling or renovation activities disturb these sites, adhere to the following procedure. These surfaces should be remediated by a certified contractor. Certified contractors are required to follow the applicable HUD, EPA, and OSHA Lead-in-Construction standards. Further, once these remediation activities have been completed, a final clearance (by dust wipe) should be performed to verify the work was completed properly. In addition, a total constituent leachate procedure (TCLP) will need to be completed before disposing of the building debris. Based on the results of this analysis, please follow all applicable local, state, and federal regulations when disposing of this material.

**EPA, 40 CFR 745.80 Subpart E, Renovation, Repair and Painting Rule:** Under the rule, beginning in April 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. All painted surfaces must be assumed positive for lead-based paint unless tested and confirmed to be negative.

## ANALYTICAL RESULTS

**Table 1.** Summary of Positive XRF Readings

<u>XRF Sample Number</u>	<u>Component</u> (window, door, wall, stair rail, etc.)	<u>Location</u>	<u>Side</u>	<u>Condition</u> (intact or deteriorated) (Highlighted applies)	<u>Friction or Impact Surface?</u> (Highlighted applies)	<u>Lead Content</u> (mg/cm <sup>2</sup> )
16	Wall	Living Room	<b>D</b>	<b>Intact</b> Deter.	Friction Impact	5.2
17	Wall	Living Room	<b>C</b>	<b>Intact</b> Deter.	Friction Impact	1.6
18	Wall	Living Room	<b>B</b>	<b>Intact</b> Deter.	Friction Impact	3.3
20	Window Casing	Living Room	<b>A</b>	Intact <b>Deter.</b>	<b>Friction</b> Impact	28.2
21	Window Sash	Living Room	<b>B</b>	Intact <b>Deter.</b>	Friction <b>Impact</b>	14.9
22	Window Sash	Living Room	<b>B</b>	Intact <b>Deter.</b>	Friction <b>Impact</b>	19.7
23	Window Sill 1	Living Room	<b>B</b>	Intact <b>Deter.</b>	Friction <b>Impact</b>	3.4
24	Window Sill 2	Living Room	<b>B</b>	Intact <b>Deter.</b>	Friction <b>Impact</b>	5
25	Door Casing	Living Room	<b>A</b>	Intact <b>Deter.</b>	<b>Friction</b> Impact	30.5
26	Door	Living Room	<b>A</b>	Intact <b>Deter.</b>	Friction <b>Impact</b>	17.7
30	Door Casing 1	Living Room	<b>D</b>	Intact <b>Deter.</b>	<b>Friction</b> Impact	19.6
31	Door Casing 2	Living Room	<b>D</b>	Intact <b>Deter.</b>	<b>Friction</b> Impact	2.9

<u>XRF Sample Number</u>	<u>Component</u> (window, door, wall, stair rail, etc.)	<u>Location</u>	<u>Side</u>	<u>Condition</u> (intact or deteriorated) (Highlighted applies)		<u>Friction or Impact Surface?</u> (Highlighted applies)		<u>Lead Content</u> (mg/cm <sup>2</sup> )
				Intact	Deter.	Friction	Impact	
32	Door Casing 3	Living Room	<b>D</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	21.3
33	Door 3	Living Room	<b>D</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	24.3
34	Baseboard	Living Room	<b>D</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	6.2
42	Window Sash 1	Dining Room	<b>B</b>	<b>Intact</b>	Deter.	Friction	Impact	2.5
43	Window Sash 2	Dining Room	<b>B</b>	<b>Intact</b>	Deter.	Friction	Impact	6.9
49	Door	Dining Room	<b>B</b>	<b>Intact</b>	Deter.	Friction	Impact	1.6
54	Wall	Kitchen	<b>C</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	1.6
55	Wall	Kitchen	<b>D</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	2.2
59	Window Sash 2	Kitchen	<b>C</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	3
65	Wall	Kitchen	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.6
68	Wall	Laundry	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	14.2
69	Wall	Laundry	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	14.4
70	Wall	Laundry	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	14.7
77	Door	Laundry	<b>D</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	2.4
78	Door Casing	Laundry	<b>B</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	4.7
85	Closet Door	Hallway	<b>A</b>	<b>Intact</b>	Deter.	Friction	Impact	22
86	Closet Shelf	Hallway	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	36.2
87	Closet Floor	Hallway		Intact	<b>Deter.</b>	<b>Friction</b>	Impact	2.9
88	Baseboard	Hallway	<b>C</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	38.6
91	Closet Door	Hallway	<b>C</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	32.8
102	Door	Bathroom	<b>A</b>	<b>Intact</b>	Deter.	Friction	Impact	33.2
103	Door	Bathroom	<b>B</b>	<b>Intact</b>	Deter.	Friction	Impact	10.1
109	Baseboard	Bedroom 1	<b>D</b>	<b>Intact</b>	Deter.	Friction	Impact	29
115	Window Sash 2	Bedroom 1	<b>A</b>	<b>Intact</b>	Deter.	Friction	Impact	21.4
116	Window Sill 1	Bedroom 1	<b>A</b>	<b>Intact</b>	Deter.	Friction	Impact	45.4
117	Door Casing	Bedroom 1	<b>B</b>	<b>Intact</b>	Deter.	Friction	Impact	41.1
118	Door	Bedroom 1	<b>B</b>	<b>Intact</b>	Deter.	Friction	Impact	30.6
119	Door	Bedroom 1	<b>C</b>	<b>Intact</b>	Deter.	Friction	Impact	26.2
120	Stair Riser	Stairwell Landing	<b>D</b>	<b>Intact</b>	Deter.	Friction	Impact	2
123	Window Casing	Stairwell Landing	<b>C</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	6
129	Door	Stairwell Landing	<b>B</b>	<b>Intact</b>	Deter.	Friction	Impact	8.7

<u>XRF Sample Number</u>	<u>Component</u> (window, door, wall, stair rail, etc.)	<u>Location</u>	<u>Side</u>	<u>Condition</u> (intact or deteriorated) (Highlighted applies)		<u>Friction or Impact Surface?</u> (Highlighted applies)		<u>Lead Content</u> (mg/cm <sup>2</sup> )
134	Window Casing	Bedroom 2	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	10.9
137	Ceiling	Bedroom 3		Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.7
138	Wall	Bedroom 3	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.5
139	Wall	Bedroom 3	<b>C</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	8.1
140	Window Casing	Bedroom 3	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.6
141	Baseboard	Bedroom 3	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	9.2
142	Door Casing	Bedroom 3	<b>D</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	6.8
143	Door	Bedroom 3	<b>D</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	5.6
144	Door Threshold	Bedroom 3	<b>D</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	5.4
146	Door Casing	Exterior	<b>A</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	28.3
147	Door	Exterior	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	22.5
148	Window Casing 1	Exterior	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	24.5
149	Window Casing 1	Exterior	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	26.3
150	Wall	Exterior	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	24.9
155	Ext Soffit	Exterior	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	36.4
156	Ext Soffit	Exterior	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	34.8
157	Ext Fascia	Exterior	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	32.6
158	Door	Exterior	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	24.2
159	Door	Exterior	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	6.8
160	Window Casing 2	Exterior	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	21
168	Door	Exterior	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	1.6
169	Porch Low Rail	Exterior	<b>B</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	23.2
170	Door	Ext Garage	<b>C</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	2.2
172	Window Casing 6	Exterior	<b>C</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.6
175	Door	Exterior	<b>D</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.9
176	Wall	Ext Garage	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	9.2
177	Wall	Ext Garage	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	8.1
178	Wall	Ext Garage	<b>D</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	8.8

<u>XRF Sample Number</u>	<u>Component</u> (window, door, wall, stair rail, etc.)	<u>Location</u>	<u>Side</u>	<u>Condition</u> (intact or deteriorated) (Highlighted applies)		<u>Friction or Impact Surface?</u> (Highlighted applies)		<u>Lead Content</u> (mg/cm <sup>2</sup> )
179	Door Casing 1	Ext Garage	<b>A</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	2.9
180	Door Casing 2	Ext Garage	<b>A</b>	Intact	<b>Deter.</b>	<b>Friction</b>	Impact	4.6
181	Door 2	Ext Garage	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	5.5
182	Door 2	Ext Garage	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	5.6
183	Window Casing	Ext Garage	<b>B</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.2
184	Door	Ext Garage	<b>A</b>	Intact	<b>Deter.</b>	Friction	<b>Impact</b>	4.6

BRL = Below Reporting Limit

### General Recommendations

- 1) A full re-survey is NOT recommended for surfaces that have already been tested. However, a re-survey is recommended for other interior and exterior painted surfaces as they begin to degrade and/or prior to any renovations or modifications. In addition, a reevaluation of surface with LBP should be completed. Please refer to the enclosed reevaluation schedule (located in the Appendices) for HUD's recommended timeline.
- 2) Painted surfaces should be inspected annually and repainted as needed before deterioration occurs. Before any scraping or sanding, the paint should be determined to be lead-based paint or non lead-based paint and appropriate measures taken to prevent the generation or spreading of paint chips or dust.
- 3) Vegetation, mulch and ground cover should be inspected quarterly and annually renewed to cover the soil along the foundation of the buildings and grounds. The soil should NOT be disturbed, allowing lead-containing dust to be tracked into the house by residents or their pets.
- 4) Windows and doors in the building should be inspected annually for wear on friction surfaces, which may create lead dust. For doors, plane the edges of the door to eliminate friction. For windows, remove paint from window sash and friction frame. Seal lead-based paint waste in plastic bags and dispose properly, then wash surfaces with Tri-Sodium Phosphate (TSP). Collect and dispose of the wash water in compliance with local disposal requirements. With approval of waste regulators, wash water can be flushed into a sanitary sewer (toilet).
- 5) Please call Weecycle for a survey of any previously untested surfaces which you wish to disturb for renovations, repair or demolition. Weecycle recommends hiring a qualified LBP contractor to remove LBP or stabilize deteriorated LBP and control lead dust.
- 6) Children residing or in day care at this site should be checked by their family physician annually for elevated blood lead levels and balanced diets should include foods which provide recommended daily amounts of calcium and iron.

- 7) When cleaning, use wet mopping with a general purpose cleaner, rather than sweeping. For occasional vacuuming, use a vacuum with a High Efficiency Particulate Air (HEPA) Filter.
- 8) Please contact Weecycle Environmental Consulting, Inc. for additional information.

Enclosed are copies of the sampling data (i.e. XRF spectral data and/or laboratory analytical results), and relevant professional documents and certifications. If you have any questions or require additional services, please call (303) 413-0452 or (800) 875-7033.

Sincerely,



Judith Sawitsky  
President  
Colorado Cert. No. 8747

400 Chase Street, Black Hawk, CO 80422													
Model # XLP 301A XRF Serial # 25097 Source Date 6/1/13													
Inspector: Judith Sawitsky Cert # 8747 Exp Date 10/3/15													
Reading No	Time	COMPONENT	SUBSTRATE	SIDE	CONDITION	COLOR	ROOM TYPE	ROOM NUMBER	FLOOR	SITE/ADDRESS	INSPECTOR	Results	PbC
1	4/24/2015 10:55	CALIBRATE										Positive	1.1
2	4/24/2015 10:56	CALIBRATE										Positive	1
3	4/24/2015 10:57	CALIBRATE										Positive	1.1
4	4/24/2015 10:58	CALIBRATE										Positive	1.1
5	4/24/2015 10:59	CALIBRATE										Positive	1
6	4/24/2015 11:01	CEILING	DRYWALL	Ceiling	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
7	4/24/2015 11:03	CEILING	DRYWALL	Ceiling	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Null	0.01
8	4/24/2015 11:04	CEILING	DRYWALL	Ceiling	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
9	4/24/2015 11:05	BEAM	WOOD	Ceiling	INTACT	BEIGE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0.4
10	4/24/2015 11:06	FLOOR	WOOD	Floor	INTACT	VARNISH	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0.06
11	4/24/2015 11:06	WALL	DRYWALL	A	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
12	4/24/2015 11:06	WALL	DRYWALL	B	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
13	4/24/2015 11:07	WALL	DRYWALL	B	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
14	4/24/2015 11:07	WALL	DRYWALL	C	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
15	4/24/2015 11:07	WALL	DRYWALL	D	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
16	4/24/2015 11:07	WALL	WOOD	D	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	5.2
17	4/24/2015 11:08	WALL	WOOD	C	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	1.6
18	4/24/2015 11:08	WALL	WOOD	B	INTACT	WHITE	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	3.3
19	4/24/2015 11:09	CHAIR RAIL	WOOD	B	INTACT	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0.04
20	4/24/2015 11:22	WNDW CASING	WOOD	A	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	28.2
21	4/24/2015 11:23	WNDW SASH	WOOD	B	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	14.9
22	4/24/2015 11:23	WNDW SASH	WOOD	B	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	19.7
23	4/24/2015 11:23	WNDW SILL 1	WOOD	B	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	3.4
24	4/24/2015 11:24	WNDW SILL 2	WOOD	B	DETERIORATED	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	5
25	4/24/2015 11:24	DOOR CASING	WOOD	A	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	30.5
26	4/24/2015 11:24	DOOR	WOOD	A	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	17.7
27	4/24/2015 11:25	DOOR CASING 1	WOOD	C	DETERIORATED	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0.06
28	4/24/2015 11:25	DOOR CASING 1	WOOD	C	DETERIORATED	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0.1
29	4/24/2015 11:26	DOOR CASING 2	WOOD	C	DETERIORATED	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Negative	0
30	4/24/2015 11:26	DOOR CASING 1	WOOD	D	DETERIORATED	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	19.6
31	4/24/2015 11:26	DOOR CASING 2	WOOD	D	DETERIORATED	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	2.9
32	4/24/2015 11:26	DOOR CASING 3	WOOD	D	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	21.3
33	4/24/2015 11:27	DOOR 3	WOOD	D	DETERIORATED	GREEN	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	24.3
34	4/24/2015 11:27	BASEBOARD	WOOD	D	DETERIORATED	BLUE	LIVING ROOM	1	FIRST	400 CHASE	JS	Positive	6.2
35	4/24/2015 11:28	CEILING	DRYWALL	Ceiling	INTACT	BLUE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
36	4/24/2015 11:29	WALL	DRYWALL	A	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0.02
37	4/24/2015 11:29	WALL	DRYWALL	B	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
38	4/24/2015 11:29	WALL	DRYWALL	C	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
39	4/24/2015 11:30	BASEBOARD	WOOD	C	INTACT	BLUE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
40	4/24/2015 11:30	WNDW CASING	WOOD	A	INTACT	BLUE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
41	4/24/2015 11:30	WNDW SASH	WOOD	A	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
42	4/24/2015 11:31	WNDW SASH 1	WOOD	B	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Positive	2.5
43	4/24/2015 11:31	WNDW SASH 2	WOOD	B	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Positive	6.9
44	4/24/2015 11:31	WNDW SILL 2	WOOD	B	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
45	4/24/2015 11:32	WNDW SASH 2	WOOD	C	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
46	4/24/2015 11:32	WNDW CASING 1	WOOD	C	INTACT	BLUE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
47	4/24/2015 11:32	WNDW SILL	WOOD	C	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
48	4/24/2015 11:33	DOOR CASING	WOOD	B	INTACT	BLUE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
49	4/24/2015 11:33	DOOR	WOOD	B	INTACT	WHITE	DINING ROOM	2	FIRST	400 CHASE	JS	Positive	1.6
50	4/24/2015 11:34	CEILING	DRYWALL	Ceiling	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.01
51	4/24/2015 11:35	BASEBOARD	WOOD	A	DETERIORATED	BLUE	DINING ROOM	2	FIRST	400 CHASE	JS	Negative	0
52	4/24/2015 11:37	WALL	FIBER BOARD	A	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Null	0.4
53	4/24/2015 11:37	WALL	FIBER BOARD	A	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0
54	4/24/2015 11:37	WALL	FIBER BOARD	C	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Positive	1.6
55	4/24/2015 11:37	WALL	FIBER BOARD	D	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Positive	2.2

400 Chase Street, Black Hawk, CO 80422													
Model # XLP 301A XRF Serial # 25097 Source Date 6/1/13													
Inspector: Judith Sawitsky Cert # 8747 Exp Date 10/3/15													
Reading No	Time	COMPONENT	SUBSTRATE	SIDE	CONDITION	COLOR	ROOM TYPE	ROOM NUMBER	FLOOR	SITE/ADDRESS	INSPECTOR	Results	PbC
56	4/24/2015 11:38	WNDW CASING	WOOD	C	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.15
57	4/24/2015 11:38	WNDW CASING	WOOD	C	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.26
58	4/24/2015 11:39	WNDW SASH 2	WOOD	C	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.4
59	4/24/2015 11:39	WNDW SASH 2	WOOD	C	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Positive	3
60	4/24/2015 11:39	WNDW CASING 1	WOOD	C	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.09
61	4/24/2015 11:40	WNDW APRON 1	WOOD	C	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.17
62	4/24/2015 11:40	CBNT FRONT	WOOD	C	DETERIORATED	BLUE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.03
63	4/24/2015 11:41	DOOR CASING 1	WOOD	A	DETERIORATED	BLUE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.06
64	4/24/2015 11:41	DOOR CASING 2	WOOD	A	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.04
65	4/24/2015 11:42	WALL	WOOD	B	DETERIORATED	RED	KITCHEN	3	FIRST	400 CHASE	JS	Positive	4.6
66	4/24/2015 11:42	DOOR CASING	WOOD	D	DETERIORATED	WHITE	KITCHEN	3	FIRST	400 CHASE	JS	Negative	0.06
67	4/24/2015 11:43	CEILING	FIBER BOARD	Ceiling	DETERIORATED	BLUE	LAUNDRY	4	FIRST	400 CHASE	JS	Negative	0.01
68	4/24/2015 11:43	WALL	WOOD	A	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Positive	14.2
69	4/24/2015 11:44	WALL	WOOD	B	DETERIORATED	BLUE	LAUNDRY	4	FIRST	400 CHASE	JS	Positive	14.4
70	4/24/2015 11:44	WALL	WOOD	B	DETERIORATED	BLUE	LAUNDRY	4	FIRST	400 CHASE	JS	Positive	14.7
71	4/24/2015 11:44	WALL	FIBER BOARD	C	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Negative	0
72	4/24/2015 11:44	WALL	FIBER BOARD	D	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Negative	0.01
73	4/24/2015 11:45	BASEBOARD	WOOD	D	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Negative	0
74	4/24/2015 11:45	WNDW CASING 2	WOOD	C	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Negative	0
75	4/24/2015 11:45	WNDW CASING 2	WOOD	D	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Negative	0
76	4/24/2015 11:46	DOOR CASING	WOOD	D	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Negative	0
77	4/24/2015 11:46	DOOR	WOOD	D	DETERIORATED	WHITE	LAUNDRY	4	FIRST	400 CHASE	JS	Positive	2.4
78	4/24/2015 11:47	DOOR CASING	WOOD	B	DETERIORATED	BLUE	LAUNDRY	4	FIRST	400 CHASE	JS	Positive	4.7
79	4/24/2015 11:48	CEILING	PLASTER	Ceiling	DETERIORATED	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	0.3
80	4/24/2015 11:49	WALL	PLASTER	A	INTACT	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	0.7
81	4/24/2015 11:49	WALL	PLASTER	B	INTACT	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	-0.22
82	4/24/2015 11:50	WALL	PLASTER	C	DETERIORATED	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	0.18
83	4/24/2015 11:50	WALL	PLASTER	D	DETERIORATED	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	0
84	4/24/2015 11:51	CLST DR CASING	WOOD	A	INTACT	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	0.4
85	4/24/2015 11:51	CLST DOOR	WOOD	A	INTACT	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Positive	22
86	4/24/2015 11:52	CLST SHELF	WOOD	A	DETERIORATED	BROWN	HALLWAY	5	FIRST	400 CHASE	JS	Positive	36.2
87	4/24/2015 11:53	CLST FLOOR	WOOD	Floor	DETERIORATED	BROWN	HALLWAY	5	FIRST	400 CHASE	JS	Positive	2.9
88	4/24/2015 11:53	BASEBOARD	WOOD	C	DETERIORATED	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Positive	38.6
89	4/24/2015 11:53	DOOR CASING	WOOD	B	DETERIORATED	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	0.7
90	4/24/2015 11:54	DOOR CASING	WOOD	D	DETERIORATED	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Negative	0
91	4/24/2015 11:54	CLST DOOR	WOOD	C	DETERIORATED	WHITE	HALLWAY	5	FIRST	400 CHASE	JS	Positive	32.8
92	4/24/2015 11:55	CEILING	PLASTER	Ceiling	INTACT	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
93	4/24/2015 11:56	WALL	PLASTER	A	INTACT	BLUE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
94	4/24/2015 11:56	WALL	PLASTER	B	INTACT	BLUE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
95	4/24/2015 11:56	WALL	PLASTER	C	INTACT	BLUE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
96	4/24/2015 11:56	WALL	PLASTER	D	INTACT	BLUE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
97	4/24/2015 11:57	BASEBOARD	PLASTER	D	DETERIORATED	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
98	4/24/2015 11:57	CBNT FRONT	WOOD	D	DETERIORATED	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
99	4/24/2015 11:58	WNDW CASING	WOOD	D	INTACT	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
100	4/24/2015 11:58	WNDW SASH	WOOD	D	INTACT	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0.04
101	4/24/2015 11:58	DOOR CASING	WOOD	A	INTACT	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Negative	0
102	4/24/2015 11:59	DOOR	WOOD	A	INTACT	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Positive	33.2
103	4/24/2015 11:59	DOOR	WOOD	B	INTACT	WHITE	BATHROOM	6	FIRST	400 CHASE	JS	Positive	10.1
104	4/24/2015 12:04	CEILING	TILE	Ceiling	INTACT	BLUE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0
105	4/24/2015 12:05	WALL	WOOD	A	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0
106	4/24/2015 12:05	WALL	WOOD	B	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0.01
107	4/24/2015 12:05	WALL	WOOD	C	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0
108	4/24/2015 12:06	WALL	WOOD	D	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0
109	4/24/2015 12:06	BASEBOARD	WOOD	D	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Positive	29
110	4/24/2015 12:06	FLOOR	WOOD	Floor	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0

400 Chase Street, Black Hawk, CO 80422													
Model # XLP 301A XRF Serial # 25097 Source Date 6/1/13													
Inspector: Judith Sawitsky Cert # 8747 Exp Date 10/3/15													
Reading No	Time	COMPONENT	SUBSTRATE	SIDE	CONDITION	COLOR	ROOM TYPE	ROOM NUMBER	FLOOR	SITE/ADDRESS	INSPECTOR	Results	PbC
111	4/24/2015 12:07	CBNT FRONT	WOOD	A	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0
112	4/24/2015 12:07	BKCSE	WOOD	B	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Null	0.01
113	4/24/2015 12:07	BKCSE	WOOD	B	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0.04
114	4/24/2015 12:08	CLST DOOR	WOOD	C	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Negative	0
115	4/24/2015 12:08	WNDW SASH 2	WOOD	A	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Positive	21.4
116	4/24/2015 12:09	WNDW SILL 1	WOOD	A	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Positive	45.4
117	4/24/2015 12:09	DOOR CASING	WOOD	B	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Positive	41.1
118	4/24/2015 12:10	DOOR	WOOD	B	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Positive	30.6
119	4/24/2015 12:10	DOOR	WOOD	C	INTACT	WHITE	BEDROOM 1	7	FIRST	400 CHASE	JS	Positive	26.2
120	4/24/2015 12:12	STR RISER	WOOD	D	INTACT	BROWN	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Positive	2
121	4/24/2015 12:13	WALL	WOOD	A	INTACT	VARNISH	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Negative	0.06
122	4/24/2015 12:13	WALL	WOOD	C	INTACT	VARNISH	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Negative	0.02
123	4/24/2015 12:14	WNDW CASING	WOOD	C	DETERIORATED	WHITE	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Positive	6
124	4/24/2015 12:15	STR HAND RAIL	WOOD	C	DETERIORATED	VARNISH	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Negative	0.07
125	4/24/2015 12:16	STR BALUSTER	WOOD	C	DETERIORATED	VARNISH	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Negative	0.06
126	4/24/2015 12:16	WALL	WOOD	A	INTACT	VARNISH	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Negative	0.01
127	4/24/2015 12:16	WALL	WOOD	B	INTACT	VARNISH	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Negative	0.04
128	4/24/2015 12:17	DOOR	WOOD	A	INTACT	BROWN	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Negative	0.08
129	4/24/2015 12:17	DOOR	WOOD	B	INTACT	BROWN	STAIRWELL LANDING	8	FIRST	400 CHASE	JS	Positive	8.7
130	4/24/2015 12:18	CEILING	WOOD	Ceiling	INTACT	VARNISH	BEDROOM 2	9	FIRST	400 CHASE	JS	Negative	0.01
131	4/24/2015 12:18	WALL	WOOD	C	INTACT	VARNISH	BEDROOM 2	9	FIRST	400 CHASE	JS	Null	0.02
132	4/24/2015 12:18	WALL	WOOD	C	INTACT	VARNISH	BEDROOM 2	9	FIRST	400 CHASE	JS	Negative	0.03
133	4/24/2015 12:19	FLOOR	WOOD	Floor	DETERIORATED	BROWN	BEDROOM 2	9	FIRST	400 CHASE	JS	Negative	0.6
134	4/24/2015 12:19	WNDW CASING	WOOD	A	DETERIORATED	WHITE	BEDROOM 2	9	FIRST	400 CHASE	JS	Positive	10.9
135	4/24/2015 12:20	DOOR	WOOD	C	DETERIORATED	BROWN	BEDROOM 2	9	FIRST	400 CHASE	JS	Negative	0.07
136	4/24/2015 12:20	DOOR	WOOD	C	DETERIORATED	BROWN	BEDROOM 2	9	FIRST	400 CHASE	JS	Negative	0.06
137	4/24/2015 12:21	CEILING	WOOD	Ceiling	DETERIORATED	WHITE	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	4.7
138	4/24/2015 12:21	WALL	WOOD	A	DETERIORATED	PINK	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	4.5
139	4/24/2015 12:21	WALL	WOOD	C	DETERIORATED	PINK	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	8.1
140	4/24/2015 12:22	WNDW CASING	WOOD	B	DETERIORATED	WHITE	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	4.6
141	4/24/2015 12:22	BASEBOARD	WOOD	B	DETERIORATED	PINK	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	9.2
142	4/24/2015 12:22	DOOR CASING	WOOD	D	DETERIORATED	PINK	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	6.8
143	4/24/2015 12:23	DOOR	WOOD	D	DETERIORATED	PINK	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	5.6
144	4/24/2015 12:23	DOOR THRESHOLD	WOOD	D	DETERIORATED	PINK	BEDROOM 3	10	SECOND	400 CHASE	JS	Positive	5.4
145	4/24/2015 12:25	PORCH CEILING	WOOD	A	DETERIORATED	BLUE	EXTERIOR		GROUND	400 CHASE	JS	Negative	0
146	4/24/2015 12:25	DOOR CASING	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	28.3
147	4/24/2015 12:25	DOOR	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	22.5
148	4/24/2015 12:26	WNDW CASING 1	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	24.5
149	4/24/2015 12:26	WNDW CASING 1	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	26.3
150	4/24/2015 12:26	WALL	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	24.9
151	4/24/2015 12:27	PORCH LOW RAIL	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Null	0.02
152	4/24/2015 12:27	PORCH LOW RAIL	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Negative	0.01
153	4/24/2015 12:28	PORCH FLOOR	WOOD	A	DETERIORATED	BLUE	EXTERIOR		GROUND	400 CHASE	JS	Negative	0.01
154	4/24/2015 12:37	EXT. SOFFIT	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Negative	0
155	4/24/2015 12:37	EXT. SOFFIT	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	36.4
156	4/24/2015 12:37	EXT. SOFFIT	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	34.8
157	4/24/2015 12:38	EXT. FASCIA	WOOD	A	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	32.6
158	4/24/2015 12:40	DOOR	WOOD	B	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	24.2
159	4/24/2015 12:41	DOOR	WOOD	B	DETERIORATED	GREEN	CRAWLSPACE		GROUND	400 CHASE	JS	Positive	6.8
160	4/24/2015 12:44	WNDW CASING 2	WOOD	B	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	21
161	4/24/2015 12:45	WALL	WOOD	D	DETERIORATED	WHITE	EXT.GARAGE		GROUND	400 CHASE	JS	Negative	0
162	4/24/2015 12:45	WNDW CASING 3	WOOD	D	DETERIORATED	BLUE	EXT.GARAGE		GROUND	400 CHASE	JS	Negative	0
163	4/24/2015 12:46	OVERHD GAR DOOR 2	WOOD	A	DETERIORATED	WHITE	EXT.GARAGE		GROUND	400 CHASE	JS	Negative	0
164	4/24/2015 12:46	OVERHD GAR DOOR CAS	WOOD	A	DETERIORATED	BLUE	EXT.GARAGE		GROUND	400 CHASE	JS	Negative	0
165	4/24/2015 12:46	WALL	WOOD	A	DETERIORATED	WHITE	EXT.GARAGE		GROUND	400 CHASE	JS	Negative	0

400 Chase Street, Black Hawk, CO 80422													
Model # XLP 301A XRF Serial # 25097 Source Date 6/1/13													
Inspector: Judith Sawitsky Cert # 8747 Exp Date 10/3/15													
Reading No	Time	COMPONENT	SUBSTRATE	SIDE	CONDITION	COLOR	ROOM TYPE	ROOM NUMBER	FLOOR	SITE/ADDRESS	INSPECTOR	Results	PbC
166	4/24/2015 12:47	EXT. SOFFIT	WOOD	B	DETERIORATED	WHITE	EXT.GARAGE		GROUND	400 CHASE	JS	Negative	0
167	4/24/2015 12:47	EXT. FASCIA	WOOD	B	DETERIORATED	BLUE	EXT.GARAGE		GROUND	400 CHASE	JS	Negative	0
168	4/24/2015 12:49	DOOR	WOOD	B	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	1.6
169	4/24/2015 12:50	PORCH LOW RAIL	WOOD	B	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	23.2
170	4/24/2015 12:51	DOOR	WOOD	C	DETERIORATED	WHITE	EXT.GARAGE		GROUND	400 CHASE	JS	Positive	2.2
171	4/24/2015 12:53	WNDW CASING 5	WOOD	C	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Negative	0
172	4/24/2015 12:54	WNDW CASING 6	WOOD	C	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	4.6
173	4/24/2015 12:54	WALL	WOOD	C	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Null	0
174	4/24/2015 12:54	WALL	WOOD	C	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Negative	0
175	4/24/2015 12:55	DOOR	WOOD	D	DETERIORATED	WHITE	EXTERIOR		GROUND	400 CHASE	JS	Positive	4.9
176	4/24/2015 12:58	WALL	WOOD	A	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	9.2
177	4/24/2015 12:58	WALL	WOOD	B	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	8.1
178	4/24/2015 12:58	WALL	WOOD	D	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	8.8
179	4/24/2015 12:58	DOOR CASING 1	WOOD	A	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	2.9
180	4/24/2015 12:59	DOOR CASING 2	WOOD	A	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	4.6
181	4/24/2015 12:59	DOOR 2	WOOD	A	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	5.5
182	4/24/2015 12:59	DOOR 2	WOOD	A	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	5.6
183	4/24/2015 13:00	WNDW CASING	WOOD	B	DETERIORATED	WHITE	EXT.GARAGE 1		GROUND	400 CHASE	JS	Positive	4.2
184	4/24/2015 13:00	DOOR	WOOD	A	DETERIORATED	WHITE	INT. GARAGE 1		GROUND	400 CHASE	JS	Positive	4.6
185	4/24/2015 13:04	CALIBRATE										Positive	1.1
186	4/24/2015 13:05	CALIBRATE										Positive	1
187	4/24/2015 13:06	CALIBRATE										Null	1
188	4/24/2015 13:07	CALIBRATE										Positive	1



Colorado Department  
of Public Health  
and Environment

## LEAD-BASED PAINT CERTIFICATION\*

This certifies that

**Judith Sawitsky**

**Certification No.: 8747**

has met the requirements of 25-7-1104, C.R.S. and Air Quality Control  
Commission Regulation No. 19, and is hereby certified by the state of  
Colorado in the following discipline:

**Inspector/Risk Assessor\***

**Issued:** October 03, 2014

**Expires:** October 03, 2015

*\* This certificate is valid only with the possession of a valid  
lead-based paint training certificate in the discipline specified  
above, issued by either a Colorado approved training provider,  
an EPA approved training provider, or a training provider  
approved by another EPA authorized program.*

  
Authorized APCD Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

## Lead Evaluation Firm Certificate

This certifies that

**Weecycle Environmental Consulting Inc.**

**LEF No.: 12189**

has met the requirements of 25-7-1104, C.R.S. and Air Quality Control Commission Regulation No. 19, and is hereby certified by the state of Colorado to perform lead-based paint evaluation activities in the state of Colorado.

**Issued: September 25, 2014**

**Expires: September 25, 2015**

Authorized APCD Representative

SEAL

**ATTACHMENT I**  
**Weecycle Radon Report**

## **WEECYCLE ENVIRONMENTAL CONSULTING, INC.**

---

5375 Western Avenue, Suite B  
Boulder, Colorado 80301  
(303) 413-0452 Fax (303) 413-0710

May 5, 2015

Cindy Linker  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

### **RE: Radon results for 400 Chase St., Black Hawk, CO 80422 (the Property)**

Dear Ms. Linker:

Weecycle Environmental Consulting collected radon samples at the property from April 24, 2015 to April 28, 2015. Results of sampling indicate levels inside of acceptable limits. The EPA acceptable level for radon is <4.0 pCi/L. The results indicate an average reading in the bathroom of 2.3 pCi/L and a reading of 3.2 pCi/L in the living room, which is within the EPA acceptable level for radon (<4.0 pCi/L).

#### **Methodology and Results**

Test results are based on “closed house conditions” maintained throughout the testing period. Two (2) charcoal canisters, #85434 and #86776, provided from Radon Analytical Labs of Westfield, IN, were left continuously running in the property’s kitchen and bathroom for approximately 68 hours. The following table outlines the findings of the investigation:

Table 1: Results of radon testing conducted from 4/24/15-4/28/15

Charcoal Canister Serial #	Location Tested	Results (in pCi/L)
85434	Kitchen	1.8
86776	Bathroom	1.3

EPA Baseline Level: <4.0 pCi/L

#### **Background Information**

Radon is a colorless, odorless, tasteless, radioactive gas. It comes from Radium, Uranium and certain granites in the earth. It off-gasses through the soil, can collect in homes and can cause lung cancer. The IEMA division of nuclear safety recommends testing your home every two (2) years, or if the building is substantially modified, or if usage of the building is changed, i.e., basement areas are remodeled for bedrooms, etc.

## **Conclusions and Recommendations**

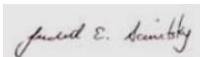
Weecycle generally recommends remediation at properties in cities/regions that we have previously tested. Radon levels can and will vary daily, so Weecycle recommends taking precautionary measures and frequently testing structures for off-gassing. Although the results were below the EPA baseline levels, Weecycle still recommends basic remediation of the property to further reduce radon off-gassing into the subject property's structure. Basic remediation includes sealing cracks and other openings in the foundation; however, the EPA does not recommend the use of sealing alone to reduce radon levels in the home.

In addition to sealing, Weecycle also recommends having a radon mitigation system installed by an appropriately certified contractor. The EPA defines a radon mitigation system as "a system with a vent pipe(s) and fan(s) that is used to reduce radon. These "sub-slab depressurization" systems do not require major changes to your home. Similar systems can also be installed in homes with crawl space. These systems prevent radon gas from entering the home from below the concrete floor and from outside the foundation." More information about radon remediation, mitigation systems, and presence in the home can be found at the EPA's website: <http://www.epa.gov/radon/pubs/hmbyguid.html>

After a radon mitigation system is installed in the home, a follow-up test is recommended.

Please contact Judith Sawitsky at 303-413-0452, if you have questions regarding this report.

Sincerely,



Judith Sawitsky  
President

# **RADON**

Analytical Laboratories, Inc.  
16848 Southpark Dr, #100 Westfield, IN 46074-8898  
317-867-7688

NRPP/NEHA Laboratory Certification # 101081 AL  
Indiana Radon Certification # 00224

## **Radon Laboratory Report**

### **CUSTOMER**

WeeCycle Environmental Consulting  
5375 Western Avenue Suite B  
Boulder CO 80301

### **TEST LOCATION**

400 Chase Street  
Black Hawk CO 80422

Start Date: 4/24/2015

Stop Date: 4/28/2015

Analysis Date: 4/30/2015

### **Charcoal Canister Serial #**

### **Location Tested**

### **Results**

85434

Kitchen

1.8 pCi/l

86776

Bath

1.3 pCi/l

**The radon test average of these duplicate measurements is:**

**pCi/l**

*If this test is being done for a real estate transaction see information below.*

Testing Co. Name: WeeCycle Environmental Consulting

Placed By: Chris Schrealy

State License #

Type of Test: Screening

Notes: emailed

RMP Device Code:  01017 4" open face  02014 4" diffusion

## **Notice For Real Estate Transactions**

>> **EPA recommends taking further action to reduce the home's indoor radon levels when the test results are 4 pCi/L or higher.** Radon levels less than 4 pCi/L still pose some risk. If your levels are between 2 and 4 pCi/L, EPA recommends that you **consider** fixing your house.

*EPA protocols recommend that residential radon tests be performed in the lowest level that can be used as living space. If lower occupiable levels exist other than those tested, additional tests should be performed prior to occupancy. (See page 7, EPA document #402-R-93-003, "Home Buyer's and Seller's Guide to Radon") These protocols also require that two passive devices be exposed in the same location (concurrently or sequentially) and that the results be averaged. A single continuous radon monitor may be used for screening test purposes. This laboratory report should not be used as a final report unless all protocol requirements are documented by the testing organization. Note: EPA Protocols do not require two test devices for diagnostic or existing homeowner tests.*

**LIMITATION OF LIABILITY:** While we make every effort to maintain the highest possible quality control and include several checks in our procedures, we make NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED for the consequences of erroneous test results. Neither Radon Analytical Laboratories Inc., nor any of its employees or agents, shall be liable under any claim, charge, or demand, whether in tort or otherwise, for any and all loss, cost, charge, claim, fee, expense or damage of any nature or kind arising out of, connected with, resulting from, or sustained as a result of any radon test requested.

**LOCAL LIQUOR  
LICENSING AUTHORITY  
CONSIDERATION OF A  
REQUEST FOR A NEW  
TAVERN LIQUOR  
LICENSE FOR  
AMERISTAR HOLDINGS,  
LLC DBA ALTITUDE BAR  
AT 111 RICHMAN STREET,  
SUITE A, AND TO SET THE  
BOUNDARIES OF THE  
NEIGHBORHOOD AND TO  
SET A DATE FOR PUBLIC  
HEARING**

## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** Local Liquor Licensing Authority Public Hearing for a new Tavern Liquor License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar at 111 Richman Street, Ste. A.

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

**MOTION TO APPROVE** the request for a new Tavern Liquor License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar at 111 Richman Street, Ste. A.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On November 30, 2015, the City Clerk's office received an application for a new Tavern Liquor License for the Altitude Bar. The application was sent into the State for concurrent review and is pending State approval. The tavern will be located at the Ameristar Casino, 111 Richman Street. The application was deemed complete on December 4, 2015.

Also on November 30, 2015, the Ameristar submitted a permanent modification of premises application, which the Clerk's office reviewed and forwarded to the State Liquor Enforcement Division. The Ameristar is proposing to remove the area defined as "Altitude Bar" from their current Hotel/Restaurant Licensed area, in order to license separately the Altitude Bar, so that they may apply for a Promotional Association/Common Consumption Area. The Promotional Association/Common Consumption Area was received into the Clerk's Office on January 7, 2016.

On December 9, 2015, the Local Liquor Licensing Authority reviewed the application and set the boundaries of the neighborhood and set the date of January 13, 2016 for the public hearing providing the applicant enough time to prove the reasonable requirements of the neighborhood needs and desires and cause the public notice to be posted and published.

On December 30, 2015, a Notice of Public Hearing was posted on the property.

On December 31, 2015, Notice of Public Hearing was published in the *Weekly Register Call*.

On January 6, 2015, the petitioner submitted documentation supporting the facts and evidence required for the Public Hearing, attached in the packet.

Per Ordinance 2015-6, Sec. 6-24, as amended, the Local Licensing Authority shall consider the following:

- The facts and evidence of the investigation;
- The reasonable requirements of the neighborhood for the type of liquor license for which application has been made, including reference to the number, type and availability of liquor outlets in or near the neighborhood under consideration;
- The desires of the adult inhabitants of the neighborhood as evidenced by petitions, remonstrances or otherwise;
- The use of additional law enforcement resources; and

- Other pertinent facts and evidence affecting the qualification of the applicant.

**AGENDA DATE:** January 13, 2016

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:**  Yes  No

**STAFF PERSON RESPONSIBLE:** Melissa A. Greiner, City Clerk

**DOCUMENTS ATTACHED:** Redacted application and Needs and Desires Evidence

**RECORD:**  Yes  No

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

**SUBMITTED BY:**

**REVIEWED BY:**



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



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



DILL DILL CARR STONBRAKER & HUTCHINGS, PC

455 Sherman Street, Suite 300  
Denver, Colorado 80203  
Phone: 303-777-3737  
Fax: 303-777-3823  
www.dillanddill.com

Direct Dial: (303) 282-4132  
E-mail: cgrant@dillanddill.com

**FEDEX - Overnight**

November 30<sup>th</sup>, 2015

MICHELE MARTIN  
CITY OF BLACK HAWK  
PO BOX 68  
BLACK HAWK, CO 80422

Re: **MODIFICATION OF PREMISES**  
Ameristar Casino Black Hawk Inc. dba Ameristar Casino Black Hawk  
111 Richman St., Black Hawk, CO. 80422

**NEW TAVERN CLASS LIQUOR LICENSE**  
Ameristar Lake Charles Holdings, LLC dba Altitude Bar  
111 Richman St., Ste A Black Hawk, CO. 80422

Dear Michele:

Bob Dill, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicants and requests all communications and correspondence regarding this matter to be directed to Bob Dill and/or his paralegal, Brent Eads.

Therefore, on behalf of our client, Ameristar Casino Black Hawk Inc, we respectfully submit this application for Modification of Premises at 111 Richman St., in Black Hawk. On behalf of Ameristar Lake Charles Holdings, LLC, we respectfully submit this application for a new Tavern Class liquor license at 111 Richman St., Ste A, in Black Hawk.

**WE RESPECTFULLY REQUEST CONCURRENT REVIEW IN THIS MATTER.**

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Brent at (303)282-4111 or by e-mail at [beads@dillanddill.com](mailto:beads@dillanddill.com).

Sincerely,

Bob Dill  
Attorney for Applicant  
303-777-3737

Christopher W. Carr<sup>1</sup>

Daniel W. Carr

John J. Coates

Kevin M. Coates

H. Alan Dill

Robert A. Dill

Thomas M. Dunn

John A. Hutchings

Stephen M. Lee

Fay M. Matsukage<sup>2</sup>

Adam P. Stapen

Jon Stonbraker

Craig A. Stoner

Frank W. Suyat

Patrick D. Tooley

Arthur H. Bosworth, II, of Counsel

<sup>1</sup> Also licensed in Washington  
<sup>2</sup> Also licensed in Nevada

## Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> <b>New-Concurrent</b> <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> • Local License Fee \$ _____			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <b>Ameristar Lake Charles Holdings, LLC</b>		FEIN Number <b>38-3871352</b>	
2a. Trade Name of Establishment (DBA) <b>Altitude Bar</b>		State Sales Tax Number <b>30761836</b>	Business Telephone <b>720-946-4000</b>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <b>111 Richman St, Ste A</b>			
City <b>Black Hawk</b>	County <b>Gilpin</b>	State <b>CO</b>	ZIP Code <b>80422</b>
4. Mailing Address (Number and Street) <b>PO Box 45, 111 Richman St.</b>		City or Town <b>Black Hawk</b>	State <b>CO</b>
5. Email Address [REDACTED]			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <b>N/A</b>	Present State License Number	Present Class of License	Present Expiration Date
<b>Section A Nonrefundable Application Fees</b>		<b>Section B (Cont.) Liquor License Fees</b>	
<input type="checkbox"/> Application Fee for New License ..... \$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review ..... \$ 700.00 <input type="checkbox"/> Application Fee for Transfer ..... \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City) ..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) ..... \$312.50 <input type="checkbox"/> Manager Registration - H & R ..... \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern ..... \$ 75.00 <input type="checkbox"/> Master File Location Fee ..... \$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background ..... \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City) ..... \$500.00 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00 <input type="checkbox"/> Racetrack License (City) ..... \$500.00 <input type="checkbox"/> Racetrack License (County) ..... \$500.00 <input type="checkbox"/> Resort Complex License (City) ..... \$500.00 <input type="checkbox"/> Resort Complex License (County) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00 <input type="checkbox"/> Retail Liquor Store License (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (County) ..... \$312.50 <input checked="" type="checkbox"/> Tavern License (City) ..... \$500.00 <input type="checkbox"/> Tavern License (County) ..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00	
<b>Section B Liquor License Fees</b>			
<input type="checkbox"/> Add Optional Premises to H & R ..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex ..... \$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) ..... \$308.75 <input type="checkbox"/> Arts License (County) ..... \$308.75 <input type="checkbox"/> Beer and Wine License (City) ..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) ..... \$436.25 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00 <input type="checkbox"/> Brew Pub License (County) ..... \$750.00 <input type="checkbox"/> Club License (City) ..... \$308.75 <input type="checkbox"/> Club License (County) ..... \$308.75 <input type="checkbox"/> Distillery Pub License (City) ..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) ..... \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) ..... \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) ..... \$600.00			
<b>Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information</b>			
<b>Do not write in this space - For Department of Revenue use only</b>			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			<b>\$</b>

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant information</b> <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
<b>II.</b>	<b>Diagram of the premises</b> <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
<b>IV.</b>	<b>Background information and financial documents</b> <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor / husband and wife partnership</b> <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
<b>IX.</b>	<b>Manager registration for hotel and restaurant, tavern licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership, members or manager if a limited liability company, or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?					Yes	No	
					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners, if a partnership, members or manager if a limited liability company, or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):							
(a) Been denied an alcohol beverage license?					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.							
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.							
					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?							
					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
					or		
					Waiver by local ordinance?		
					Other: _____	<input type="checkbox"/>	
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee							
					Please see Attachment A.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?							
<input type="checkbox"/> Ownership					<input checked="" type="checkbox"/> Lease	<input type="checkbox"/> Other (Explain in Detail) _____	<input checked="" type="checkbox"/>
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:							
Landlord		Tenant			Expires		
Ameristar Casino Black Hawk, Inc.		Ameristar Lake Charles Holdings, LLC			11/16/2016		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.							
					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".							
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business, or who will receive money from this business. Attach a separate sheet if necessary.							
Last Name		First Name		Date of Birth	FEIN or SSN	Interest/Percentage	
None							
Last Name		First Name		Date of Birth	FEIN or SSN	Interest/Percentage	
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.							
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:							
Has a local ordinance or resolution authorizing optional premises been adopted?					N/A	<input type="checkbox"/>	<input type="checkbox"/>
Number of additional Optional Premise areas requested (See license fee chart)					[ ]		
15. Liquor Licensed Drug Store applicants, answer the following:							
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?					N/A	<input type="checkbox"/>	<input type="checkbox"/>
If "yes" a copy of license must be attached.							
16. Club Liquor License applicants answer the following. <b>Attach a copy of applicable documentation</b>							
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?					N/A	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?					<input type="checkbox"/>	<input type="checkbox"/>	
(c) How long has the club been incorporated?					[ ]		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?					<input type="checkbox"/>	<input type="checkbox"/>	
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:							
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)					N/A	<input type="checkbox"/>	<input type="checkbox"/>
18a. For all on-premises applicants.							
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)							
Last Name of Manager			First Name of Manager		Date of Birth		
Henson			Keith		[REDACTED]		
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.							
					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Name		Type of License		Account Number			
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?							
					<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes, provide an explanation and include copies of any payment agreements.							

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Pinnacle Entertainment, Inc	3980 Howard Hughes Pky, Las Vegas, NV 89169	N/A	Sole Member	100%
Keith Henson	[REDACTED]	[REDACTED]	President, Manager	0
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

\*\* If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20  
 \*\* Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title President, LLC Manager	Date 11-26-2015
---	--	--------------------

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority	Date of local authority hearing (for new license applicants, cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
---	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date \_\_\_\_\_
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

**Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date

DR 8404

Attachment A

Keith Henson is an officer of Pinnacle Entertainment, Inc. subsidiaries. These subsidiaries operate casino and entertainment facilities and as such hold liquor and beer licenses.

**Elected Officer**

- Executive Vice President, Secretary & Management Committee Member of Pinnacle Retama Partners, LLC, a Texas limited liability company

Holds Retama Park racing license [75½% ownership by PNK(SA), LLC and 24½% ownership by RPL Holdings, Ltd)

PNK (SAZ), LLC, a wholly owned subsidiary of Pinnacle Entertainment, Inc. holds the liquor licenses for Retama Park.

Retama Park Racetrack, 1 Retama Parkway, Selma TX 78154 (210) 651-7000

- Executive Vice President and Board of Managers Member of PNK (SA), LLC, a Texas limited liability company and wholly owned subsidiary of Pinnacle Entertainment, Inc.

- President of Ameristar Lake Charles Holdings, LLC, a Louisiana limited liability company and wholly owned subsidiary of Pinnacle Entertainment, Inc. Will hold the Colorado liquor license for which this application is submitted. Ameristar Casino Black Hawk

**Appointed Officer**

- Senior Vice President & General Manager of PNK (Lake Charles), LLC a Louisiana limited liability company and wholly owned subsidiary of Pinnacle Entertainment, Inc. d/b/a L'Auberge Lake Charles Casino Resort

City of Lake Charles

Class A Beer/Casino 00008759

Class A Beer/Hotel 00008755

Class A Liquor/Casino 00008758

Class A Liquor/Hotel 00008756

Dept. of Rev/Office of Class A General Beer & Liquor 1000010094

Alcohol & Tobacco Class R Restaurant 100007818

Control/State of LA

DR B404-1 (03/13/15)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 (303) 205-2300

## Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

**Notice:** This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Altitude Bar		Home Phone Number [REDACTED]	Cellular Number	
2. Your Full Name (last, first, middle) Henson, Keith		3. List any other names you have used None		
4. Mailing address (if different from residence) [REDACTED]		Email Address [REDACTED]		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
[REDACTED]		[REDACTED]		08/2011
[REDACTED]		[REDACTED]		08/2010
				08/2011
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
L'Auberge Lake Charles Casino Resort		777 Avenue L'Auberge Lake Charles, LA 70601		Sr. VP & GM
				08/2010
				Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>				
Please see Attachment A.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) [REDACTED]

[REDACTED]

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)  Yes  No

[REDACTED]

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)  Yes  No

**Personal and Financial Information**

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED] b. Social Security Number [REDACTED] c. Place of Birth [REDACTED] d. U.S. Citizen  Yes  No

e. If Naturalized, state where N/A f. When N/A g. Name of District Court N/A

h. Naturalization Certificate Number N/A i. Date of Certification N/A j. If an Alien, Give Alien's Registration Card Number N/A k. Permanent Residence Card Number N/A

l. Height [REDACTED] m. Weight [REDACTED] n. Hair Color [REDACTED] o. Eye Color [REDACTED] p. Gender [REDACTED] q. Race [REDACTED] r. Do you have a current Driver's License/ID? If so, give number and state.

14. Financial Information.  
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 10,000 (Attorney fees and licensing costs.)

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0 - No personal funds used.  
 \* If corporate investment only please skip to and complete section (d)  
 \*\* Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
None			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

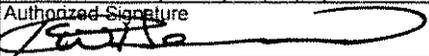
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash: Pinnacle Entertainment, Inc.		Checking	[REDACTED]	10,000.00

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

**Oath of Applicant**

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature  Print Signature Keith Henson Title President, LLC Manager Date 11-24-2015

DR 8404

Attachment A

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**Appointed Officer**

- Senior Vice President & General Manager of PNK (Lake Charles), LLC a Louisiana limited liability company and wholly owned subsidiary of Pinnacle Entertainment, Inc. d/b/a L'Auberge Lake Charles Casino Resort

City of Lake Charles

Class A Beer/Casino 00008759

Class A Beer/Hotel 00008755

Class A Liquor/Casino 00008758

Class A Liquor/Hotel 00008756

Dept. of Rev/Office of Class A General Beer & Liquor 1000010094

Alcohol & Tobacco Class R Restaurant 100007818

Control/State of LA

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Ameristar Lake Charles Holdings, LLC

is an entity formed or registered under the law of Louisiana has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151669325 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/25/2015 that have been posted, and by documents delivered to this office electronically through 11/30/2015 @ 15:25:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/30/2015 @ 15:25:02 in accordance with applicable law. This certificate is assigned Confirmation Number 9393931 .



Handwritten signature of Wayne W. Williams in cursive script.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearch/> criteria do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us>, click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 10/19/2015 01:02 PM  
 ID Number: 20151669325  
 Document number: 20151669325  
 Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Foreign Entity Authority**  
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20151669325  
(Colorado Secretary of State ID number)

Entity name Ameristar Lake Charles Holdings, LLC

True name \_\_\_\_\_  
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction Louisiana

3. The principal office address of the entity's principal office is

Street address 3980 Howard Hughes Parkway  
(Street number and name)

Las Vegas NV 89169  
(City) (State) (ZIP/Postal Code)

United States  
(Province - if applicable) (Country)

Mailing address \_\_\_\_\_  
(leave blank if same as street address) (Street number and name or Post Office Box information)

\_\_\_\_\_  
(City) (State) (ZIP/Postal Code)

\_\_\_\_\_  
(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name \_\_\_\_\_  
(if an individual) (Last) (First) (Middle) (Suffix)

or \_\_\_\_\_

(if an entity) The Corporation Company  
(Caution: Do not provide both an individual and an entity name.)

Street address

1675 Broadway Suite #1200

(Street number and name)

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 11/23/2015.  
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_.  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Godfrey

John

A

(Middle)

(Suffix)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

AMERISTAR LAKE CHARLES HOLDINGS, LLC  
(a Louisiana limited liability company)

This Amended and Restated Operating Agreement of Ameristar Lake Charles Holdings, LLC, a Louisiana limited liability company (the “**Company**”), is entered into and adopted effective as of November 5, 2015 (the “**Effective Date**”), by and between the Company and Pinnacle Entertainment, Inc., a Delaware corporation (the “**Member**”), which constitutes the sole member of the Company, with reference to the recitals set forth below:

R E C I T A L S

- A. The Company was originally formed on March 21, 2012 pursuant to the Articles of Organization prepared and filed in accordance with the laws of the State of Louisiana and subject to the provisions of the Louisiana Limited Liability Company Act, LSA R.S. § 12:1301, *et. seq.* (the “**Act**”); and
- B. Section 1301(16) of the Act, requires the Operating Agreement of a company with a single member to be between the company and its single member;
- C. The Company and the Member have previously adopted and confirmed that certain Operating Agreement of the Company effective as of March 21, 2012 (the “**Operating Agreement**”); and
- D. The Company and the Member desire to further amend and restate the Operating Agreement of the Company to provide for the conduct of the Company’s business and affairs on and after the Effective Date; and

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby amends and restates the Operating Agreement of the Company in its entirety to read as follows:

ARTICLE I

DEFINITIONS

“**Affiliate**” means with respect to a specified Person, any other Person who or which is directly or indirectly controlling, controlled by or under common control with the specified Person. For purposes of this definition, “control”, “controlling”, and “controlled” mean (i) the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners, or (ii) the possession, directly or indirectly,

of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Amended and Restated Operating Agreement, as originally executed and as amended or restated from time to time.

“**Articles**” means the Articles of Organization of the Company as filed with the Secretary of State of Louisiana, as amended from time to time.

“**Capital Contribution**” means a contribution to the capital of the Company in cash, property, or otherwise.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“**Covered Person**” means (a) the Member, (b) any manager, director or officer of the Company, (c) any Person acting on behalf of the Member to direct the activities of the Company, or (d) any Person who was, at the time of the act or omission in question, a Person described in clause (a), (b) or (c) hereof.

“**Gaming**” means to deal, operate, carry on, conduct, maintain or expose for play any game played with cards, dice, equipment or any mechanical, electromechanical or electronic device for money, property, checks, credit or any representative of value, including without limitation the conducting of Gaming activities on a riverboat in accordance with applicable Gaming Laws and Gaming Licenses.

“**Gaming Authority**” means those national, state, local and other governmental, regulatory and administrative authorities, agencies, boards, commissions and officials responsible for or involved in the regulation and control of Gaming or Gaming activities or operations in any jurisdiction.

“**Gaming Laws**” means those laws pursuant to which any Gaming Authority possesses regulation, licensing, permit, investigatory, or enforcement authority over Gaming or Gaming activities or operations within any jurisdiction.

“**Gaming Licenses**” means all licenses, permits, approvals, authorizations, certificates, registrations, findings of suitability, franchises and entitlements issued by any Gaming Authority necessary for or relating to the conduct of Gaming or Gaming activities or operations or the ownership of an interest in an entity that conducts Gaming or Gaming activities or operations.

“**Interest**” means the entire ownership interest of the Member in the Company at any time, including the right of the Member to any and all benefits to which the Member may be entitled as provided under the Act and this Agreement.

**“Member”** is defined in the preamble hereof. As of the Effective Date, the Member’s name, address and ownership interest are as set forth on Schedule I attached hereto. In the event that the Member approves the admission of any other Person as a member of the Company, such Person shall have such relative rights and responsibilities as a member of the Company as are agreed to by the Member.

**“Person”** means any individual, partnership, limited liability company, corporation, trust, estate, association, or other entity.

**“Treasury Regulations”** means the federal income tax regulations promulgated by the U.S. Treasury Department under the Code and codified at Title 26 of the Code of Federal Regulations, as amended from time to time.

**“Unsuitable Person”** means a Person (i) who is denied a Gaming License by any Gaming Authority, disqualified from eligibility for a Gaming License, or determined to be unsuitable to own or control an interest in, or to be connected with, a Person engaged directly or indirectly in Gaming or Gaming activities in any jurisdiction by a Gaming Authority, or (ii) whose continued involvement in the business of the Company (A) causes the Company or any Affiliate of the Company to lose or to be threatened with the loss of any Gaming License, or (B) is deemed likely, in the sole and absolute discretion of the Member, to jeopardize or adversely affect the likelihood that the Gaming Authorities will issue a Gaming License to, or in connection with the business of, the Company or any Affiliate of the Company or to adversely affect the Company’s or any such Affiliate’s use of or entitlement to any Gaming License.

## ARTICLE II

### INTRODUCTORY MATTERS

2.1 Existence. Pursuant to the provisions of the Act, the Company has been formed as a Louisiana limited liability company under the laws of the State of Louisiana. The Member or any officer of the Company shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business. To the extent that the rights or obligations of the Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is “Ameristar Lake Charles Holdings, LLC.” Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Member deems appropriate or advisable.

2.3 Other Offices. The Company may establish and maintain offices at any time and at any place or places as the Member may designate or as the business of the Company may require.

2.4 Resident Agent and Registered Office. The resident agent of the Company for service of process shall be as set forth in the Articles of Organization or as changed by the Member from time to time. The Company shall have as its registered office in the State of Louisiana the street address of its resident agent.

2.5 Purpose. Except as provided elsewhere in this Agreement, the Company is formed for the object and purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

2.6 Powers of the Company. Except as provided elsewhere in this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2.5, including, but not limited to, the power and authority to:

(a) borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(b) conduct its business and operations in any state, territory, district or possession of the United States or in any foreign country that may be necessary or convenient to the accomplishment of the purpose of the Company;

(c) acquire, by purchase, lease, contribution of property or otherwise, and own, hold, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(d) enter into, perform and carry out contracts of any kind, including without limitation, contracts with the Member or any Affiliate of, or other Person associated directly or indirectly with, the Member that are necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;

(e) purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign entities;

(f) lend money for any proper purpose, invest and reinvest its funds and take and hold real and personal property for the payment of funds so loaned or invested;

(g) sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(h) appoint employees, agents and officers of the Company, and define their duties and fix their compensation;

(i) indemnify any Person and obtain any and all types of insurance;

(j) cease its activities and cancel its insurance;

(k) negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(l) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or hold such proceeds against the payment of contingent liabilities;

(m) apply for, obtain and maintain any licenses, permits, approvals, exemptions and waivers from any Gaming Authority as may be necessary under applicable Gaming Laws for the conduct of its business and operations; and

(n) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

### ARTICLE III

#### CAPITAL CONTRIBUTIONS

The Member shall not be required to make any Capital Contributions to the Company.

### ARTICLE IV

#### PROFITS AND LOSSES

4.1 Profits and Losses. The Company's profits and losses for any period shall be allocated to the Member.

4.2 Tax Classification. So long as the Company has only one member, it is intended that the Company be disregarded for federal and all relevant state income tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes, as provided for by Treasury Regulations Sections 301.7701-1, et seq., and comparable provisions of applicable state tax law. In the event that the Company becomes an entity that has more than one member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and all available actions shall be taken, to cause the Company to be so treated (provided, however, that if the Company has more than one member but is treated for federal income tax purposes as having only a single owner, then it is intended that the Company be disregarded for federal and all relevant state income tax purposes as provided in the preceding sentence).

## ARTICLE V

### DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Member such amounts in cash and other assets as shall be determined by the Member.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the Act or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

## ARTICLE VI

### MEMBERSHIP

6.1 Limitation of Liability. The Member shall not be liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by the Act or in an agreement signed by the Member. The Member shall not be required to loan any funds to the Company, nor shall the Member be required to make any contribution to the Company, nor shall the Member be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Member from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Powers of the Member. The Member shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary, appropriate or convenient to or for the furtherance of the purpose of the Company, including, without limitation, the power and authority to execute all documents and instruments, perform all duties and powers, and do all things on behalf of the Company in all matters necessary, desirable, convenient or incidental to the purpose of the Company. The Member is an agent of the Company's business and the actions of the Member taken in such capacity and in accordance with this Agreement shall bind the Company. The Member shall be the sole Person with the power to bind the Company except and to the extent that such power is expressly delegated to any other Person by the Member in this Agreement or in writing or by oral communication, and such delegation shall not cause the Member to cease to be the Member.

6.3 Election of Manager. Subject to the applicable provisions of the Gaming Laws and the Act, the Member in its sole discretion may, from time to time, appoint one or more Persons as managers with such duties, authorities, responsibilities and titles as the Member may deem appropriate. Such a manager shall serve until such manager's successor is duly appointed by the Member or until such manager's earlier removal or resignation. Any manager appointed by the Member may be removed at any time by the Member. If any

Person elected to serve as a manager is found to be an Unsuitable Person, the Member shall immediately remove such Person as a manager and such Person shall thereupon automatically cease to be a manager.

6.4 Election of Officers. Subject to the applicable provisions of the Gaming Laws, the Member in its sole discretion may, from time to time, appoint any individuals as officers of the Company with such duties, authorities, responsibilities and titles as the Member may deem appropriate. Such officers shall serve until their successors are duly appointed by the Member or until their earlier removal or resignation. Any officer appointed by the Member may be removed at any time by the Member and any vacancy in any office shall be filled by the Member. If any person elected to serve as an officer is found to be an Unsuitable Person, the Member shall immediately remove such person as an officer and such person shall thereupon automatically cease to be an officer.

6.5 Duties and Authority of the Member, Managers and Officers. Subject to any restrictions imposed by the Member or the provisions of the Articles of Organization, this Agreement, Gaming Laws or the Act (including without limitation those provisions relating to actions or decisions required to be taken or made by, or with the approval of, the Member), the Member (or authorized representative of the Member), any manager or any officer, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts. Subject to the terms of bank resolutions, if any, adopted by the Member with respect to each Company disbursement account, the Member (or authorized representative of the Member), a manager or a specified officer shall be authorized to sign any check, draft, or other instrument obligating the Company to pay money in an amount less than the amount specified in such resolutions as requiring (i) one signature of the Member or a manager or (ii) two signatures of specified officers. Subject to the terms of bank resolutions, if any, adopted by the Member with respect to each Company disbursement account, the Member (or authorized representative of the Member), a manager, or any two specified officers acting together, shall be authorized to sign any check, draft, or other instrument obligating the Company to pay money in an amount equal to or more than the amount specified in such resolutions as requiring (i) one signature of the Member or a manager or (ii) two signatures of specified officers.

6.6 Designation of Authority. The Member may authorize, in a resolution or other writing, one or more Persons or one or more officers, agents or employees of the Company who may, in the name and on behalf of the Company, and in lieu of or in addition to the Member, contract debts or incur liabilities, and sign contracts or agreements (including without limitation, instruments and documents providing for the acquisition, mortgage or disposition of property of the Company), and may authorize the use of facsimile signatures of any such Persons, officers, agents or employees.

6.7 Transfer of Interest. The Interest of the Member is personal property, and such Interest may be transferred or assigned, in whole or in part, in the sole discretion of the Member. Notwithstanding anything to the contrary set forth herein, no Interest in the Company may be issued or transferred in any manner whatsoever except in compliance with all Gaming Licenses and Gaming Laws, if applicable.

6.8 Competing Activities. Neither the Member nor any of its Affiliates shall be expressly or impliedly restricted or prohibited by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever. Except as otherwise agreed in writing, the Member and its Affiliates shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

## ARTICLE VII

### DISSOLUTION OF THE COMPANY AND TERMINATION OF A MEMBER'S INTEREST

7.1 Dissolution. The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the Member or (ii) the occurrence of any event required to cause the dissolution of the Company under the Act. Notwithstanding any other provision of this Agreement, the bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

7.2 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason, the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 7.2, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Member shall oversee the winding up of the Company's affairs;
- (b) the assets of the Company shall be liquidated as determined by the Member, or the Member may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:
  - (i) to the expenses of liquidation;
  - (ii) to the payment of the debts and liabilities of the company, including any debts and liabilities owed to the Member; and
  - (iii) the balance, if any, to the Member.

## ARTICLE VIII

### LIABILITY, EXCULPATION AND INDEMNIFICATION

#### 8.1 Exculpation.

(a) No Covered Person shall be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Covered Person in good faith on behalf of the Company, except that the Covered Person shall be liable for any such loss, damage or claim if a final adjudication by a court of competent jurisdiction establishes that the Covered Person derived an improper personal benefit from the transaction or the Covered Person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including without limitation information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

8.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, the Covered Person acting under this Agreement shall not be liable to the Company or the Member for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, replace such other duties and liabilities of the Covered Person.

8.3 Indemnity. The Company shall indemnify and hold harmless any Covered Person to the fullest extent permitted Louisiana law if such Covered Person acted in good faith on behalf of the Company and in a manner such Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct of such Covered Person was unlawful.

8.4 Advance Payment of Expenses. The expenses of a Covered Person incurred in defending a civil or criminal action, suit or proceeding related to such Person's actions on behalf of the Company shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Covered Person to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Covered Person is not entitled to be indemnified by the Company. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the Company other than a Covered Person may be entitled under any contract or otherwise by law.

8.5 Indemnification and Advancement of Expenses for Employees and Agents. The Company may, to the extent authorized from time to time by the Member, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Company to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of any Covered Person.

8.6 Assets of the Company. Any indemnification under this Article VIII shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Member in order to provide a source of funds for any indemnity, and the Member shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

9.1 Membership Certificates. The Company may issue a certificate to the Member to evidence the Interest in the Company. The Member or any manager or officer of the Company authorized by the Member may execute such certificate on behalf of the Company.

9.2 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Member shall, in its sole discretion, deem reasonable, on behalf of such Persons as the Member shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

9.3 Complete Agreement. This Agreement, including any schedules or exhibits hereto, together with the Articles of Organization to the extent referenced herein, constitutes the complete and exclusive agreement and understanding of the Member with respect to the subject matter contained herein. This Agreement and the Articles of Organization replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, by the Member.

9.4 Amendments. This Agreement may be amended only by a writing signed by the Member.

9.5 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Member, shall be interpreted and enforced in accordance with and governed by the laws of the State of Louisiana without regard to the choice or conflict of laws provisions of Louisiana or any other jurisdiction.

9.6 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. In the interpretation of this Agreement the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the Member and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

9.7 Counterparts and Facsimile Copies. Facsimile copies of this Agreement, any counterpart of this Agreement or any approval or written consent of the Member, and facsimile signatures hereon or thereon, shall have the same force and effect as originals.

9.8 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision, or application thereof, shall be deemed severable and the remainder of this Agreement, and all other applications of such provision, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

9.9 Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the Member.

9.10 No Third Party Beneficiaries. This Agreement is adopted solely by and for the benefit of the Member and its respective successors and assigns, and except to the extent specifically provided in Article VIII, no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member and the Company have executed this Agreement as of the date first above written.

**The Member:**

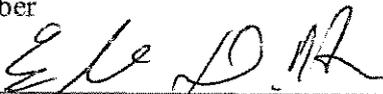
PINNACLE ENTERTAINMENT, INC.  
a Delaware corporation

By:   
Elliot D. Hoops  
Vice President and Legal Counsel

**The Company:**

AMERISTAR LAKE CHARLES HOLDINGS, LLC  
a Louisiana limited liability company

By: Pinnacle Entertainment, Inc.  
a Delaware corporation,  
Its Member

By:   
Elliot D. Hoops  
Vice President and Legal Counsel

SCHEDULE I

Member's Name:	Pinnacle Entertainment, Inc. a Delaware corporation
Member's Address:	Pinnacle Entertainment, Inc. 3980 Howard Hughes Parkway Las Vegas, Nevada 89169
Member's Ownership Interest:	100%

**WRITTEN CONSENT OF THE  
SOLE MEMBER OF  
AMERISTAR LAKE CHARLES HOLDINGS, LLC  
(a Louisiana limited liability company)**

The undersigned, being the sole member (the "Member") of Ameristar Lake Charles Holdings, LLC, a Louisiana limited liability company (the "Company"), does hereby dispense with the formality of a meeting and consents to and adopts the following recitals and resolutions as of the 5<sup>th</sup> day of November, 2015:

1. Approval of Amended and Restated Operating Agreement of the Company.

WHEREAS, the Member deems it in the best interests of the Company and the Member to amend and restate the Company's Operating Agreement;

WHEREAS, the Member has reviewed a form of the Amended and Restated Operating Agreement and deems it in the best interests of the Company and the Member to execute, deliver and perform its obligations under the Amended and Restated Operating Agreement, a copy of the Amended and Restated Operating Agreement is attached as Exhibit A hereto;

NOW, THEREFORE, BE IT RESOLVED, that the Amended and Restated Operating Agreement is hereby approved and authorized; and it is

RESOLVED FURTHER, that any of the officers of the Member, be and hereby are authorized to execute and deliver the Amended and Restated Operating Agreement.

2. Appointment and Confirmation of Sole Manager and Officers for the Company.

RESOLVED FURTHER, that in accordance with Article VI, Section 6.3 of the Amended and Restated Operating Agreement, which grants authority to the Member of the Company to appoint one or more Persons as managers, the following person is hereby appointed as Manager of the Company, to serve at the pleasure of the Member until their successor(s) are duly elected or until their earlier removal or resignation:

Keith Henson

RESOLVED FURTHER, that in accordance with Article VI, Section 6.4 of the Amended and Restated Operating Agreement, the Member approves, authorizes and agrees that the following individuals be, and each of them hereby are, appointed as officers of the Company, to serve in the capacity or capacities set forth opposite their names below from the date of this written consent until the earlier of their resignation, or removal or replacement by the Manager:

Keith Henson  
Peter Chu

President  
Vice President

This Written Consent shall be filed in the Minute Book of the Company and shall become a part of the records of the Company.

Dated as of the date first hereinabove written.

Pinnacle Entertainment, Inc.,  
a Delaware corporation

By:   
\_\_\_\_\_  
Elliot D. Hoops  
Vice President and Legal Counsel

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Pinnacle Entertainment, Inc.

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131054453.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/25/2015 that have been posted, and by documents delivered to this office electronically through 11/30/2015 @ 11:41:29.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/30/2015 @ 11:41:29 in accordance with applicable law. This certificate is assigned Confirmation Number 9393187.



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 01/24/2013 01:51 PM  
 ID Number: 20131054453  
 Document number: 20131054453  
 Amount Paid: \$1.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Foreign Entity Authority**  
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20131054453  
(Colorado Secretary of State ID number)

Entity name Pinnacle Entertainment, Inc.

True name  
(if different from the entity name) \_\_\_\_\_

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Corporation

Jurisdiction Delaware

3. The principal office address of the entity's principal office is

Street address 8918 Spanish Ridge Avenue  
(Street number and name)

Las Vegas NV 89148  
(City) (State) (ZIP/Postal Code)

United States  
(Province - if applicable) (Country)

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)

\_\_\_\_\_  
(City) (State) (ZIP/Postal Code)

\_\_\_\_\_  
(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name  
(if an individual) \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

or

(if an entity) The Corporation Company  
(Caution: Do not provide both an individual and an entity name.)

Street address

1675 Broadway Suite #1200

(Street number and name)

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 01/23/2013  
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Godfrey John A  
(Last) (First) (Middle) (Suffix)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PINNACLE ENTERTAINMENT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF NOVEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



925092 8300

SR# 20151109949

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 10506885

Date: 11-30-15

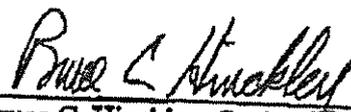
RESTATED CERTIFICATE OF INCORPORATION  
OF  
PINNACLE ENTERTAINMENT, INC.  
a Delaware corporation

Pinnacle Entertainment, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The present name of this corporation is Pinnacle Entertainment, Inc. (the "Company"). The Company was originally incorporated under the name Hollywood Park Realty Enterprises, Inc., and its original Certificate of Incorporation was filed with the Delaware Secretary of State on October 26, 1981.
2. The Restated Certificate of Incorporation has been duly adopted in accordance with Section 245 of the Delaware General Corporation Law by the Board of Directors of the Company without a vote of the stockholders of the Company.
3. The Restated Certificate of Incorporation of the Company attached hereto as Exhibit A only restates and integrates, but does not further amend, all of the provisions of the Company's Certificate of Incorporation as theretofore amended or supplemented and currently in effect, and there is no discrepancy between the provisions of the Certificate of Incorporation of the Company currently in effect and the provisions of the Restated Certificate of Incorporation.
4. The Company's Certificate of Incorporation is hereby restated in its entirety to read as set forth on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Company has caused this Restated Certificate of Incorporation to be duly executed by the undersigned officer of the Company this 12th day of August, 2002.

PINNACLE ENTERTAINMENT, INC.

By:   
Bruce C. Hinckley, Senior Vice President  
and Chief Financial Officer

RESTATED CERTIFICATE OF INCORPORATION  
OF  
PINNACLE ENTERTAINMENT, INC.

ARTICLE I

The name of the corporation is: Pinnacle Entertainment, Inc.

ARTICLE II

The address of its registered office in the State of Delaware is 30 Old Rudnick Lane, in the City of Dover, County of Kent. The name of its registered agent is CorpAmerica, Inc.

ARTICLE III

The nature of the business to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The amount of the total authorized capital stock of the corporation is [REDACTED] shares which are divided into two classes as follows:

[REDACTED] shares of Preferred Stock having a par value of [REDACTED] per share; and

[REDACTED] shares of Common Stock having a par value of [REDACTED] per share.

The designations, voting powers, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions of the above classes of stock are as follows:

A. Preferred Stock.

The Board of Directors is expressly authorized, from time to time, (1) to fix the number of shares of one or more series of Preferred Stock; (2) to determine the designation of any such series; (3) to determine or alter, without limitation or restriction, the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock; and (4) within the limits or restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares then outstanding) the number of shares of any such series subsequent to the issue of shares of that series.

B. Common Stock.

(i) Subject to the preferential rights of the Preferred Stock, the holders of the Common Stock shall be entitled to receive, to the extent permitted by law, such dividends as may be declared from time to time by the Board of Directors.

(ii) In the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding up of the corporation, after distribution in full of the preferential amount to be distributed to the holders of shares of the Preferred Stock, holders of the Common Stock shall be entitled to receive all the remaining assets of the corporation of whatever kind available for distribution to stockholders, ratably in proportion to the number of shares of Common Stock held by them respectively. A consolidation, merger or reorganization of the corporation with any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, shall not be considered a dissolution, liquidation or winding up of the corporation within the meaning of these provisions.

(iii) Except as may be otherwise required by law, each share of Common Stock shall entitle the holder to one vote in respect of each matter voted by the stockholders.

#### ARTICLE V

Any and all right, title, interest and claim in or to any dividends declared by the corporation, whether in cash, stock, or otherwise, which are unclaimed by the stockholder entitled thereto for a period of six years after the close of business on the payment date, shall be and is deemed to be extinguished and abandoned; and such unclaimed dividends in the possession of the corporation, its transfer agents or other agents or depositories shall at such time become the absolute property of the corporation, free and clear of any and all claims of any persons whatsoever.

#### ARTICLE VI

In furtherance and not in limitation of the power conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the corporation.

#### ARTICLE VII

Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made,

be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

#### ARTICLE VIII

The corporation shall indemnify its officers and directors to the full extent permitted by the Delaware General Corporation Law.

#### ARTICLE IX

Elections of directors need not be by written ballot unless the by-laws of the corporation so provide.

#### ARTICLE X

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

#### ARTICLE XI

[ARTICLE XI has been intentionally omitted]

#### ARTICLE XII

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty by such director for corporate actions as a director; provided, however, that this Article XII shall not eliminate or limit the liability of a director to the extent provided by applicable law (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the Delaware General Corporation Law, or (4) for any transaction from which the director derived an improper personal benefit. No amendment to repeal this Article XII shall apply to, or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

#### ARTICLE XIII

A. Definitions. For purposes of this Article XIII, the following terms shall have the meanings specified below:

1. "Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

2. "Affiliated Companies" shall mean those companies directly or indirectly affiliated or under common Ownership or Control with the corporation, including,

without limitation, subsidiaries, holding companies and intermediary companies (as those and similar terms are defined in the Gaming Laws of the applicable Gaming Jurisdictions) that are registered or licensed under applicable Gaming Laws.

3. "Gaming" or "Gaming Activities" shall mean the conduct of gaming and gambling activities, or the use of gaming devices, equipment and supplies in the operation of a casino, card club or other enterprise, including, without limitation, slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems and related and associated equipment and supplies.

4. "Gaming Authorities" shall mean all international, foreign, federal, state and local regulatory and licensing bodies and agencies with authority over Gaming within any Gaming Jurisdiction.

5. "Gaming Jurisdictions" shall mean all jurisdictions, domestic and foreign, and their political subdivisions, in which Gaming Activities are lawfully conducted.

6. "Gaming Laws" shall mean all laws, statutes and ordinances pursuant to which any Gaming Authority possesses regulatory and licensing authority over Gaming within any Gaming Jurisdiction, and all rules and regulations promulgated by such Gaming Authority thereunder.

7. "Gaming Licenses" shall mean all licenses, permits, approvals, authorizations, registrations, findings of suitability, franchises and entitlements issued by a Gaming Authority necessary for or relating to the conduct of Gaming Activities.

8. "Ownership or Control" (and derivatives thereof) shall mean (i) ownership of record, (ii) "beneficial ownership" as defined in Rule 13d-3 or Rule 16a-1(a)(2) promulgated by the SEC under the Exchange Act, (iii) the power to direct and manage, by agreement, contract, agency or other manner, the voting or management rights or disposition of securities of the corporation, and/or (iv) definitions of ownership or control under applicable Gaming Laws.

9. "Person" shall mean an individual, partnership, corporation, limited liability company, trust or any other entity.

10. "Redemption Date" shall mean the date by which the securities Owned or Controlled by an Unsuitable Person are to be redeemed by the corporation.

11. "Redemption Notice" shall mean that notice of redemption served by the corporation on an Unsuitable Person if a Gaming Authority requires the corporation, or the corporation deems it necessary or advisable, to redeem such Unsuitable Person's securities. Each Redemption Notice shall set forth (i) the Redemption Date; (ii) the number of shares of securities to be redeemed; (iii) the Redemption Price and the manner of payment therefor; (iv) the place where certificates for such shares shall be surrendered for payment; and (v) any other requirements of surrender of the certificates, including how they are to be endorsed, if at all.

12. "Redemption Price" shall mean the per share price for the redemption of any securities to be redeemed pursuant to this Article XIII, which shall be that price (if any) required to be paid by the Gaming Authority making the finding of unsuitability, or if such Gaming Authority does not require a certain price per share to be paid, that sum deemed reasonable by the corporation (which may include, in the corporation's discretion, the original purchase price per share of the securities); provided, however, the Redemption Price, unless the Gaming Authority requires otherwise, shall in no event exceed (i) the closing sales price of the securities on the national securities exchange on which such shares are then listed on the date the notice of redemption is delivered to the Unsuitable Person by the corporation, or (ii) if such shares are not then listed for trading on any national securities exchange, then the closing sales price of such shares as quoted in the NASDAQ National Market System, or (iii) if the shares are not then so quoted, then the mean between the representative bid and the ask price as quoted by NASDAQ or another generally recognized reporting system. The Redemption Price may be paid in cash, by promissory note, or both, as required by the applicable Gaming Authority and, if not so required, as the corporation elects.

13. "Unsuitable Person" shall mean a Person who Owns or Controls any securities of the corporation or any securities of or interest in any Affiliated Company (i) that is determined by a Gaming Authority to be unsuitable to Own or Control such securities or unsuitable to be connected with a Person engaged in Gaming Activities in that Gaming Jurisdiction, or (ii) who causes the corporation or any Affiliated Company to lose or to be threatened with the loss of, or who, in the sole discretion of the Board of Directors of the corporation, is deemed likely to jeopardize the corporation's right to the use of or entitlement to, any Gaming License.

B. Compliance with Gaming Laws. The corporation, all Persons Owning or Controlling securities of the corporation and any Affiliated Companies, and each director and officer of the corporation and any Affiliated Companies shall comply with all requirements of the Gaming Laws in each Gaming Jurisdiction in which the corporation or any Affiliated Companies conduct Gaming Activities. All securities of the corporation shall be held subject to the requirements of such Gaming Laws, including any requirement that (i) the holder file applications for Gaming Licenses with, or provide information to, applicable Gaming Authorities, or (ii) that any transfer of such securities may be subject to prior approval by Gaming Authorities, and any transfer of securities of the corporation in violation of any such approval requirement shall not be permitted and the purported transfer shall be void ab initio.

C. Finding of Unsuitability.

1. The securities of the corporation Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person shall be redeemable by the corporation, out of funds legally available therefor, by appropriate action of the Board of Directors, to the extent required by the Gaming Authority making the determination of unsuitability or to the extent deemed necessary or advisable by the corporation. If a Gaming Authority requires the corporation, or the corporation deems it necessary or advisable, to redeem such securities, the corporation shall serve a Redemption Notice on the Unsuitable Person or its Affiliate and shall purchase the securities on the Redemption Date and for the

Redemption Price set forth in the Redemption Notice. From and after the Redemption Date, such securities shall no longer be deemed to be outstanding and all rights of the Unsuitable Person or any Affiliate of the Unsuitable Person therein, other than the right to receive the Redemption Price, shall cease. The Unsuitable Person shall surrender the certificates for any securities to be redeemed in accordance with the requirements of the Redemption Notice. Notwithstanding the foregoing, so long as the corporation and Hollywood Park Operating Company are a paired stock real estate investment trust and operating company, the corporation may, in its sole discretion, convert any securities that are redeemable pursuant to this Section (C)(1) into shares of Excess Stock effective upon written notice to the Unsuitable Person or its Affiliate, and such shares of Excess Stock shall be transferred to a Trust for sale to a Permitted Transferee (as such terms are defined in Article IV) in accordance with Sections (D)(4) through (9) of Article IV.

2. Commencing on the date that a Gaming Authority serves notice of a determination of unsuitability or the loss or threatened loss of a Gaming License upon the corporation, and until the securities Owned or Controlled by the Unsuitable Person or the Affiliate of an Unsuitable Person are Owned or Controlled by Persons found by such Gaming Authority to be suitable to own them, it shall be unlawful for the Unsuitable Person or any Affiliate of an Unsuitable Person (i) to receive any dividend, payment, distribution or interest with regard to the securities; (ii) to exercise, directly or indirectly or through any proxy, trustee, or nominee, any voting or other right conferred by such securities, and such securities shall not for any purposes be included in the securities of the corporation entitled to vote, or (iii) to receive any remuneration in any form from the corporation or an Affiliated Company for services rendered or otherwise.

D. Issuance and Transfer of Securities. The corporation shall not issue or transfer any securities or any interest, claim or charge thereon or thereto except in accordance with applicable Gaming Laws. The issuance or transfer of any securities in violation thereof shall be ineffective until (i) the corporation shall cease to be subject to the jurisdiction of the applicable Gaming Authorities, or (ii) the applicable Gaming Authorities shall, by affirmative action, validate said issuance or transfer or waive any defect in said issuance or transfer.

E. Indenture Restrictions. The corporation shall cause to be placed in every indenture or other operative document relating to publicly traded securities (other than capital stock) of the corporation a provision requiring that any Person or Affiliate of a Person who holds the indebtedness represented by that indenture and is found to be unsuitable to hold such interest shall have the interest redeemed or shall dispose of the interest in the corporation in the manner set forth in the indenture or other document.

F. Notices. All notices given by the corporation pursuant to this Article XIII, including Redemption Notices, shall be in writing and shall be deemed given when delivered by personal service or telegram, facsimile, overnight courier or first class mail, postage prepaid, to the Person's address as shown on the corporation's books and records.

G. Indemnification. Any Unsuitable Person and any Affiliate of an Unsuitable Person shall indemnify the corporation and its Affiliated Companies for any and all costs, including attorneys' fees, incurred by the corporation and its Affiliated Companies as a result

of such Unsuitable Person's or Affiliate's continuing Ownership or Control or failure to promptly divest itself of any securities in the corporation.

H. Fiduciary Obligations; Contractual Arrangements; Etc. Nothing contained in this Article XIII shall be construed (i) to relieve any Unsuitable Person (or Affiliate of such Person) from any fiduciary obligation imposed by law, (ii) to prohibit or affect any contractual arrangement which the corporation may make from time to time with any holder of securities of the corporation to purchase all or any part of shares of capital stock or other securities held by them, or (iii) to be in derogation of any action, past or future, which has been or may be taken by the Board of Directors or any holder of securities with respect to the subject matter of this Article XIII.

I. Injunctive Relief. The corporation is entitled to injunctive relief in any court of competent jurisdiction to enforce the provisions of this Article XIII and each holder of the securities of the corporation shall be deemed to have acknowledged, by acquiring the securities of the corporation, that the failure to comply with this Article XIII will expose the corporation to irreparable injury for which there is no adequate remedy at law and that the corporation is entitled to injunctive relief to enforce the provisions of this Article XIII.

J. Legend. The restrictions set forth in this Article XIII shall be noted conspicuously on any certificate representing securities of the corporation in accordance with the requirements of the Delaware General Corporation Law and applicable Gaming Laws.

CERTIFICATE OF AMENDMENT  
OF  
RESTATED CERTIFICATE OF INCORPORATION  
OF  
PINNACLE ENTERTAINMENT, INC.,  
a Delaware corporation

Pinnacle Entertainment, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. That the first paragraph of ARTICLE IV of the Restated Certificate of Incorporation of the Corporation is amended to read in full as follows:

"The amount of the total authorized capital stock of the corporation is [REDACTED] shares which are divided into two classes as follows:

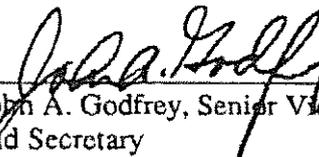
[REDACTED] shares of Preferred Stock having a par value of [REDACTED] per share; and

[REDACTED] shares of Common Stock having a par value of [REDACTED] per share."

2. The foregoing amendment to the Corporation's Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law by approval of the Board of Directors of the Corporation and by the holders representing a majority of the voting power of the outstanding capital stock of the Corporation, with all such outstanding capital stock voting as a single class and entitled to vote thereon.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment of Restated Certificate of Incorporation to be executed by its duly authorized officer this 3<sup>rd</sup> of June, 2003.

Pinnacle Entertainment, Inc.

By:   
John A. Godfrey, Senior Vice President  
and Secretary

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:42 PM 05/06/2005  
FILED 01:42 PM 05/06/2005  
SRV 050370445 - 0925092 FILE

CERTIFICATE OF AMENDMENT  
OF  
RESTATED CERTIFICATE OF INCORPORATION  
OF  
PINNACLE ENTERTAINMENT, INC.  
a Delaware corporation

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[REDACTED] shares of Preferred Stock having a par value of [REDACTED] per share; and

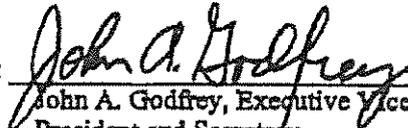
[REDACTED] shares of Common Stock having a par value of [REDACTED] per share."

2. The foregoing amendment to the Corporation's Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law by approval of the Board of Directors of the Corporation and by the holders representing a majority of the voting power of the outstanding capital stock of the Corporation, with all such outstanding capital stock voting as a single class and entitled to vote thereon.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment of Restated Certificate of Incorporation to be executed by its duly authorized officer this 5th of May, 2005.

Pinnacle Entertainment, Inc.

By:

  
John A. Godfrey, Executive Vice  
President and Secretary

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:10 PM 05/21/2015  
FILED 02:02 PM 05/21/2015  
SRV 150735633 - 0925092 FILE

CERTIFICATE OF AMENDMENT  
OF  
RESTATED CERTIFICATE OF INCORPORATION  
OF  
PINNACLE ENTERTAINMENT, INC.,  
a Delaware corporation

Pinnacle Entertainment, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

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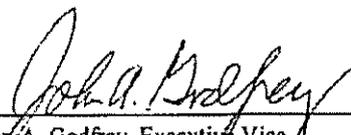
[REDACTED] shares of Common Stock having a par value of [REDACTED] per share."

2. The foregoing amendment to the Corporation's Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law by approval of the Board of Directors of the Corporation and by the holders representing a majority of the voting power of the outstanding capital stock of the Corporation, with all such outstanding capital stock voting as a single class and entitled to vote thereon.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment of Restated Certificate of Incorporation to be executed by its duly authorized officer this 21<sup>st</sup> of May, 2015.

Pinnacle Entertainment, Inc.

By:

  
\_\_\_\_\_  
John A. Godfrey, Executive Vice  
President, General Counsel and Secretary

**MINUTES OF A MEETING**  
**OF THE BOARD OF DIRECTORS OF**  
**PINNACLE ENTERTAINMENT, INC.**  
**A Delaware corporation**

A meeting of the Board of Directors (the "Board") of Pinnacle Entertainment, Inc., a Delaware corporation (the "Company"), was held on Monday, May 18, 2015, at 1:00 p.m., Pacific time, at the Company's offices in Las Vegas, Nevada, pursuant to notice duly given.

James Martineau acted as Chairman and John Godfrey acted as Secretary of the meeting.

The Chairman called the meeting to order and announced that a quorum was present for the transaction of business.

All members of the Board participated in the meeting, that is:

Charles Atwood  
Stephen Comer  
Richard Goeglein  
Bruce Leslie  
James Martineau  
Desirée Rogers  
Anthony Sanfilippo  
Jaynie Miller Studenmund

By invitation, the following other individuals participated:

John Godfrey, Executive Vice President, General Counsel and Secretary  
Donna Negrotto, Vice President and Legal Counsel  
Elliot Hoops, Vice President and Legal Counsel

The Board discussed the minutes of the Board meetings held on March 12, 2015, March 19, 2015, April 13, 2015, April 14, 2015, April 23, 2015 and April 28, 2015. Upon a motion duly made, the Board unanimously approved each of the minutes for the Board meetings.

Mr. Martineau began the meeting requesting a litigation update from Mr. Godfrey. Mr. Godfrey discussed the various legal matters that the Company is currently involved in.

Mr. Martineau then requested updates from each of the Board Committees. With respect to the Corporate Governance and Nominating Committee, Mr. Leslie discussed the Committee's approval and recommendation regarding Committee appointments, the election of Mr. Martineau as Chairman of the Board, and the annual review of the Company's corporate governance documents. Mr. Comer provided the Board with an update regarding the Audit Committee. He mentioned that the Committee had two meetings related to the earnings release and the Form 10-Q. Ms. Studenmund provided an update regarding the Compensation Committee. She mentioned that the granting of equity awards to management and the directors would be delayed at this time. She stated that the Compensation Committee had approved and recommended that the Board approve (1) the directors fees (which would remain the same for 2015) and an Amended and Restated Executive Deferred Compensation Plan.

Mr. Martineau asked for an overview of the resolutions distributed to the Board. A copy of the resolutions is attached as Exhibit A. Mr. Hoops stated that the proposed resolutions would take the following actions: (1) appoint members of the Audit Committee, the Compensation Committee, the Corporate Governance and Nominating Committee, the Compliance Committee, the Compliance Subcommittee, the Administrative Committee, the 401(k) Plan Administrative Committee, and the 401(k) Plan Investment Committee; (2) elect the Chairman of the Board; (3) approve the director fees for 2015; (4) approve the Amended and Restated Executive Deferred Compensation Plan; (5) elect the officers of the Company; (6) designate the Section 16 officers; and (7) authorize the officers to execute consents election the directors of the Company's subsidiaries. The Committee discussed the resolutions. Upon a resolution duly made, the Board unanimously approved each of the resolutions.

By invitation the following members of management participated in the meeting:

Carlos Ruisanchez, President and Chief Financial Officer  
Ginny Shanks, Executive Vice President and Chief Administrative Officer  
Neil Walkoff, Executive Vice President, Operations  
John Godfrey, Executive Vice President, General Counsel and Secretary  
Keith Henson, Senior Vice President and General Manager of L'Auberge Lake Charles  
Mickey Parenton, Senior Vice President and General Manager of L'Auberge Baton Rouge  
Christina Donelson, Senior Vice President, Human Resources  
Elena Shampaner, Vice President, Operational Excellence

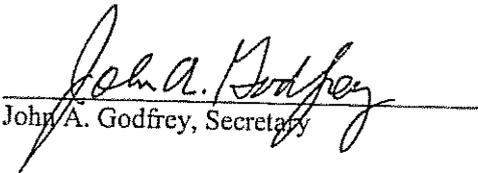
Mr. Martineau asked for a financial update from Mr. Ruisanchez. Mr. Ruisanchez stated that for April 2015 net revenues were projected to be [REDACTED] and Consolidated Adjusted EBITDA was projected to be [REDACTED]. He stated that there was an increase of 6% in net revenues and an increase of 22% in Adjusted EBITDA year over year for April. Mr. Henson provided the Board with an update regarding Lake Charles and Blackhawk. He stated that management was focused on marketing, brand, fulfilling the VIP customer preferences and building on our loyal guest relationship foundation. Mr. Parenton provided an update regarding Baton Rouge, New Orleans, Vicksburg and Bossier City. Mr. Sanfilippo mentioned the promotion of David Blich in Baton Rouge and the Miss America pageant in the summer of 2015. Mr. Walkoff provided an overview of his properties. He mentioned that River City had 22.5% market share, which is a record and there was increased focus on marketing for Belterra Park. Mr. Ruisanchez stated that management's expectation for the second quarter is that the Company would achieve [REDACTED] in Consolidated Adjusted EBITDA, which is consistent with Wall Street's expectations.

Mr. Ruisanchez then provided the Board with an update regarding the capital budget. He mentioned that the Board had approved a plan of [REDACTED] in total capital investment, [REDACTED] of 2015 approved capital and [REDACTED] of carryover capital from prior years. He stated that management was requesting an additional [REDACTED] increasing the overall 2015 plan to [REDACTED]. He stated that the [REDACTED] would include [REDACTED] to replenish contingency bucket up to [REDACTED] incremental capital for revised plan casino renovations and a new owner's lounge in St Charles, and [REDACTED] in incremental capital for revised planned casino renovations in Kansas City. The Board discussed the additional increase in the capital budget. Upon a motion duly made, the Board unanimously approved of the increase in the capital budget of an additional [REDACTED] for a total capital budget for 2015 of [REDACTED].

Ms. Donelson provided the Board with an overview of the leadership conference, including the general themes, objectives and the participants in the conference.

Mr. Sanfilippo and Ms. Shampaner provided the Board with an update regarding the work done in connection with the properties' retail, entertainment and dining. Ms. Shampaner discussed the work done with Vibrant and other consultants to maximize the Company's non-gaming assets. Ms. Shampaner discussed her work with consultants involving pop-up store concepts, which could be located within our existing casino resorts. The Board asked questions and management provided answers.

The Board excused management and went into Executive Session. There being no further business to come before the meeting, the meeting was adjourned.

  
John A. Godfrey, Secretary

**RESOLUTIONS  
OF THE BOARD OF DIRECTORS OF  
PINNACLE ENTERTAINMENT, INC.**

**May 18, 2015**

**1. Appointment of Committee Members**

RESOLVED, that Stephen C. Comer (Chairman), Bruce A. Leslie, and Desiree Rogers be, and they hereby are, appointed to serve as members of the **Audit Committee** effective May 19, 2015 until their successors have been duly appointed and qualified; and it is

RESOLVED FURTHER, that Jaynie Miller Studenmund (Chairman), Charles L. Atwood and Stephen C. Comer be, and they hereby are, appointed to serve as members of the **Compensation Committee** effective May 19, 2015 until their successors have been duly appointed and qualified; and it is

RESOLVED FURTHER, that John A. Godfrey (Chairman; Executive Vice President, Secretary and General Counsel), Walter Stowe (Vice President of Compliance), Carlos A. Ruisanchez (President and Chief Financial Officer), Charles L. Atwood (Director), Desiree Rogers (Director), Jaynie Miller Studenmund (Director) and Bill Curran (Independent Member), be, and they hereby are, appointed to serve as members of the **Compliance Committee** effective May 19, 2015 until their successors have been duly appointed and qualified; and it is

RESOLVED FURTHER, that Charles L. Atwood, Desiree Rogers and Jaynie Miller Studenmund be, and they hereby are, appointed to serve as members of the **Compliance Subcommittee** effective May 19, 2015 until their successors have been duly appointed and qualified; and it is

RESOLVED FURTHER, that Bruce A. Leslie (Chairman), James L. Martineau, and Desiree Rogers, be, and they hereby are, appointed to serve as members of the **Corporate Governance and Nominating Committee** effective May 19, 2015 until their successors have been duly appointed and qualified; and it is

RESOLVED FURTHER, that Carlos A. Ruisanchez (Chairman) and Christina Donelson be, and they hereby are, appointed to serve as members of the **Administrative Committee** effective May 19, 2015 until their successors have been duly appointed and qualified; and it is

RESOLVED FURTHER, that Elliot Hoops (Chairman), Robb Northup, Leslie Aoki, Christine LaBombard and Toni Pepper be, and they hereby are, appointed to serve as members of the **401(k) Plan Administrative Committee** effective May 19, 2015 until their successors have been duly appointed and qualified; and it is

RESOLVED FURTHER, that Vincent Zahn (Chairman), Christina Donelson, Corry Blake, Geoff Goodman, and Jill Hayashikawa be, and they hereby are, appointed to serve as members of the **401(k) Plan Investment Committee** effective May 19, 2015 until their successors have been duly appointed and qualified.

**2. Election of Chairman of the Board**

WHEREAS, the Board of Directors deems it in the best interest of the Corporation to elect James Martineau as the Chairman of the Board of the Corporation effective immediately after the conclusion of the Annual Meeting of Stockholders on May 19, 2015.

NOW, THEREFORE BE IT RESOLVED, that James Martineau is hereby elected as the Chairman of the Board effective immediately after the conclusion of the Annual Meeting of Stockholders on May 19, 2015, for a one year term from the date of this resolution to serve until the next annual meeting of stockholders or until his successor has been duly elected and qualified or his earlier resignation or removal.

**3. Approval of Director Fees**

WHEREAS, the Compensation Committee of the Board of Directors recommended that the fees payable to non-employee directors and the Chairman of the Board remain the same for 2015;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, the following fees payable to non-employee directors (other than the Chairman of the Board) or Board committee chair are hereby approved and authorized for his or her service during 2015, effective as of May 19, 2015:

- An annual retainer of [REDACTED];
- An additional [REDACTED] retainer for each Chair of the Audit Committee; Compensation Committee; and Corporate Governance and Nominating Committee;
- An attendance fee of [REDACTED] for each Board meetings or committee meeting, other than meetings of the Audit Committee (whether regular scheduled meetings or special meetings); and
- An attendance fee of [REDACTED] for each meeting of the Audit Committee (whether regularly scheduled meetings or special meetings);

RESOLVED, that the following fee shall be payable to the Chairman of the Board for his service during 2015, effective as of May 19, 2015:

- An annual retainer of [REDACTED], which is in lieu of the annual retainer of [REDACTED] paid to other directors and attendance fees for attending Board or committee meetings paid to other directors.

**4. Approval of Amended and Restated Executive Deferred Compensation Plan**

WHEREAS, the Compensation Committee approved, and recommended that the Board of Directors approve, the Amended and Restated Executive Deferred Compensation Plan ("EDCP") to remove the language related to tax gross-ups and other changes. A copy of the EDCP is attached as **Exhibit 1**;

NOW, THEREFORE, BE IT RESOLVED, that the EDCP is hereby approved and authorized; and it is

RESOLVED FURTHER, that each of the officers of the Corporation is authorized to execute the EDCP and is hereby authorized to make such changes to the EDCP as such officer determines is necessary or appropriate in his or her discretion.

**5. Election of Officers**

RESOLVED, that each of the following persons be, and they hereby are, elected as officers of this Corporation (the "Elected Officers" as provided in the Restated Bylaws), to serve in the capacities set forth opposite his name below from the effective date of this resolution until his successor has been duly elected and qualified or until his earlier resignation or removal:

<u>Name</u>	<u>Position</u>
Anthony M. Sanfilippo	Chief Executive Officer
Carlos A. Ruisanchez	President and Chief Financial Officer
John A. Godfrey	Executive Vice President, Secretary and General Counsel
Virginia E. Shanks	Executive Vice President and Chief Administrative Officer
Neil E. Walkoff	Executive Vice President, Operations
Troy A. Stremming	Executive Vice President, Government Relations and Public Affairs

**6. Designation of Section 16 Officers**

WHEREAS, the Corporation wishes to comply with and assist its directors and officers in complying with the requirements of Section 16 of the Securities and Exchange Act of 1934 (the "Exchange Act") and the rules and regulations promulgated thereunder;

WHEREAS, Section 16(a) of, and Rule 16a-3 under, the Exchange Act require "officers" of this Corporation to file certain reports with the Securities and Exchange Commission, securities exchanges and this Corporation;

WHEREAS, Rule 16a-1(f) under the Exchange Act and Item 401(b) of Regulation S-K provide that a Corporation may identify those persons performing policy-making functions for the Corporation who constitute "executive officers" and thus are "officers" for purposes of Section 16 of the Exchange Act; and

WHEREAS, the Board of this Corporation has considered the respective responsibilities of the persons set forth below and has concluded that it would be prudent to designate them as "executive officers" and as "officers" for purposes of Section 16 under the Exchange Act.

NOW, THEREFORE, BE IT RESOLVED, that this Corporation hereby designates the following persons as "executive officers" and as "officers" for purpose of Section 16 of the Exchange Act:

<u>Name</u>	<u>Position</u>
Anthony M. Sanfilippo	Chief Executive Officer
Carlos A. Ruisanchez	President and Chief Financial Officer
John A. Godfrey	Executive Vice President, Secretary and General Counsel
Virginia E. Shanks	Executive Vice President and Chief Administrative Officer
Neil E. Walkoff	Executive Vice President, Operations
Troy A. Stremming	Executive Vice President, Government Relations and Public Affairs

7. **Authorization of Officers to Execute Consents Electing Directors of Subsidiaries**

WHEREAS, this Corporation is the sole stockholder of certain subsidiaries (collectively, the "Subsidiaries"); and

WHEREAS, it is deemed to be in the best interest of this Corporation to authorize the officers of this Corporation to execute written consents on behalf of this Corporation as sole stockholder of the Subsidiaries adopting resolutions to elect directors of the Subsidiaries.

NOW, THEREFORE, BE IT RESOLVED, that the officers of this Corporation, and any of them, be, and they hereby are, authorized, empowered and directed for and on behalf of this Corporation and in its name as the sole stockholder of the Subsidiaries to execute such written consents as the officers, or any of them, deem necessary, appropriate or advisable to adopt resolutions electing directors of the Subsidiaries.

8. **General Authority**

RESOLVED FURTHER, that all actions taken and documents executed by the officers of this Corporation, or any person or persons designated and authorized to act by any of them, prior to the adoption of these resolutions that would have been authorized thereby had such actions been taken (or documents been executed) after adoption of these resolutions, are hereby ratified, confirmed, approved and adopted in all respects; and

RESOLVED FURTHER, that the officers of this Corporation be, and each of them acting alone hereby is, authorized, empowered and directed to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such documents, instruments and certificates, in the name and on behalf of this Corporation or otherwise, as such officer of this Corporation may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions and to perform the obligations of this Corporation under the agreements and instruments

referred to therein, the execution and delivery of such documents, instruments and certificates and the taking of any such action conclusively to evidence the due authorization thereof by this Corporation.



**AMERISTAR CASINO RESORT SPA  
BLACK HAWK BUSINESS LEASE**

This lease, dated November 15, 2015, is between Ameristar Casino Black Hawk, Inc., DBA Ameristar Casino Resort Spa Black Hawk as Landlord, and Ameristar Lake Charles Holdings, LLC dba Altitude Bar as Tenant.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the premises commonly known as the Altitude Bar and as more fully described in Exhibit A, which is situated in Gilpin County, in the State of Colorado, inside the building located at 111 Richman St., Suite A, Black Hawk, CO 80422.

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES, AGREES AS FOLLOWS:

1. Said premises, with all the appurtenances, are leased to the Tenant from the date of November 15, 2015 until the date of November 16, 2016, at and for a rental for the full term of \$1,200.00, payable in monthly installments of \$100 in advance, on the 1st day of each calendar month during the term of this lease, without any requirement of notice by Landlord. The term of this lease shall renew annually unless or until either party provides the other with thirty (30) days notice of its intent to terminate. Such termination notice may be sent in writing by First Class mail or other common carrier or by email, and the lease shall terminate and end thirty days after receipt of such notice.

2. The Tenant shall, at the expiration of this lease, surrender the premises in as good a condition as when the Tenant entered the premises, ordinary wear and tear excepted. The Tenant shall keep all walking areas in and around the premises free and clear of litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situated.

3. The Tenant shall not sublet any part of the premises, nor assign the lease, or any interest therein, without the written consent of the Landlord.

4. The Tenant shall use the premises only as a bar/tavern and shall not use the premises for any purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which said premises are located, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.

5. The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omission of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional

act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the demised premises or any other part of Landlord's property, or arising in any way out of Tenant's business, which is occasioned by an act or omission of Tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant's personal property.

6. The Tenant shall neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord.

7. The Tenant shall obtain and keep in full force, at Tenant's expense, general liability insurance as may be reasonably required by the Landlord, and such other policies and coverage as required by Tenant's operating licenses or as necessary or required under any federal, state or local laws. Tenant shall provide copies of such insurance policies upon the Landlord's request.

8. The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour.

9. The Tenant shall not be responsible for paying any the following, and these costs are included in the lease price: Electric, Gas, Water, Sewer, Phone, Refuse Disposal, and Janitorial Services. The Landlord agrees to keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floors, ceilings, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obliged to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

10 Landlord and Tenant agree that the monthly rental cost includes the cost of added security and labor incurred by Landlord to support Tenant's leased premises. Tenant shall be responsible for the actual labor cost for any of Landlord's employees utilized by Tenant to staff its operations. The parties intend that the monthly lease rental rate includes expenses related to worker benefits, health insurance or other benefits under the Affordable Care Act, workers compensation insurance, and other insurance, fees, taxes or compliance with labor, wage and hour, or other similar federal, state or local laws.

12. No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.

13. If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance,

equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.

14. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

15. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this lease, and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to the applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

16. If the property or the premises shall be destroyed in whole or in part by fire, the elements, or other casualty and if, in the sole opinion of the Landlord, they cannot be repaired within ninety (90) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this lease; then this lease shall terminate on the date of such injury. In the event of such termination, the Tenant shall immediately surrender the possession of the premises and all rights therein to the Landlord; shall be granted a license to enter the premises at reasonable times to remove the Tenant's possession of the premises and shall not be liable for any loss, damage or injury to the property or person of the Tenant or occupancy of, in or upon the premises.

If the Landlord repairs the premises within ninety (90) days, this lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said ninety (90) days during which the premises are wholly unfit for occupancy.

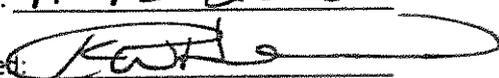
17. In the event any dispute arises concerning the terms of this lease or the non-payment of any sums under this lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other party.

18. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.

19. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on all parties and their respective successors and assigns. Tenant shall not assign or transfer its rights or obligation under this lease without written consent of Landlord which shall be at Landlord's sole discretion; any assignment in violation of this Section shall be deemed void and of no force or effect. Landlord may assign or transfer its rights and obligations under this lease to any of its subsidiaries or affiliates, or to any successor-in-interest to its operations, and any such assignment or transfer shall be effective with or without notice to Tenant.

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and may be personally delivered, or sent by first class mail, or emailed, unless otherwise provided by law, to the respective parties. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.

Tenant: Ameristar Lake Charles Holdings, LLC  
dba Altitude Bar

Date: 11-12-2015  
Signed: 

By: Keith W. Henson

Its: President and Manager

Landlord: Ameristar Casino Black Hawk, Inc.  
dba Ameristar Casino Resort Spa Black Hawk

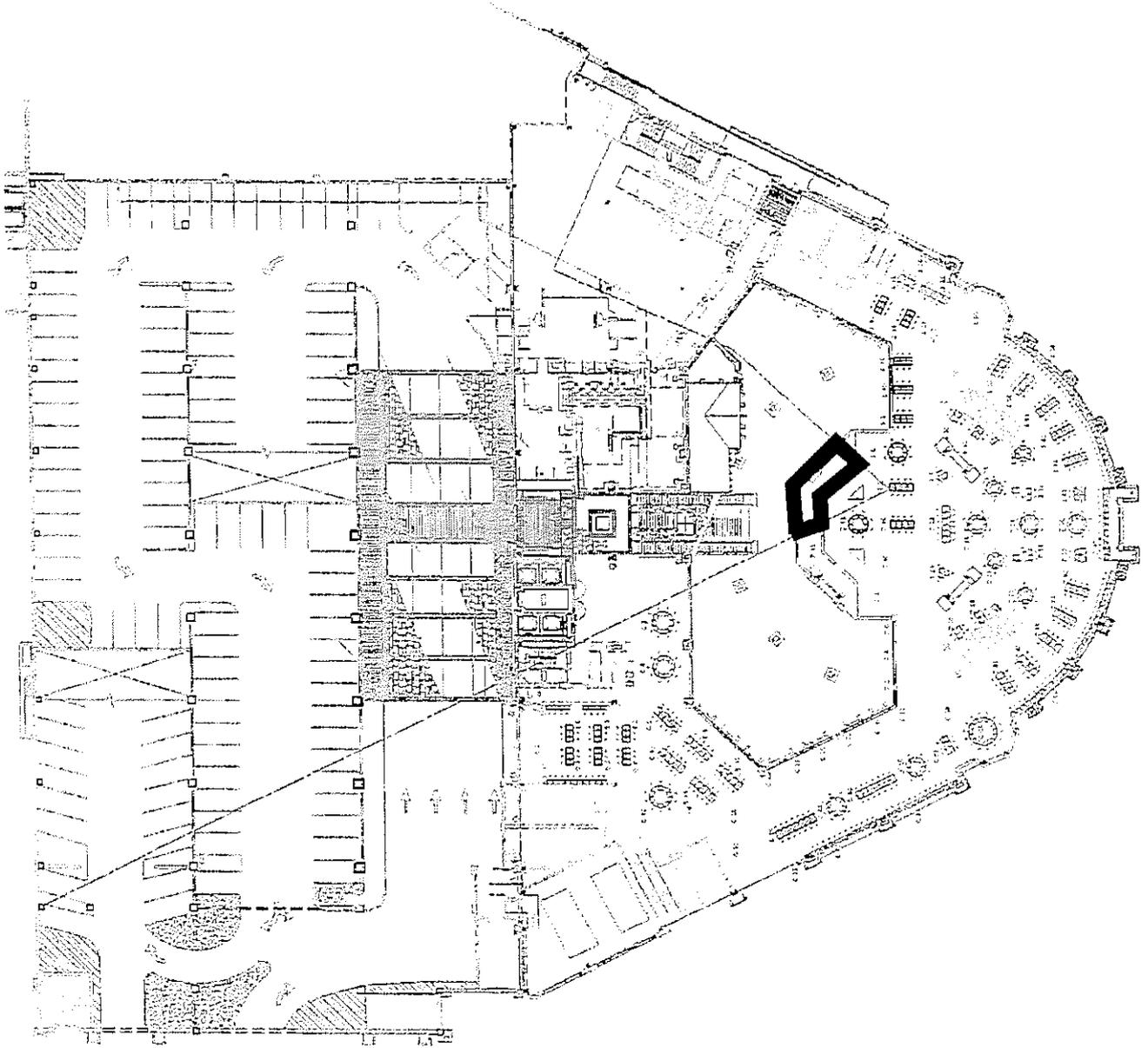
Date: 11/10/15  
Signed: 

By: Sean Demeule

Its: VP & General Manager

Exhibit A  
Description of the Premises  
[Insert Location Drawing]

Proposed Licensed Premises  
Ameristar Lake Charles Holdings, LLC  
dba Altitude Bar  
111 Richman St., Ste A  
Black Hawk, CO 80422





DILL DILL CARR STONBRAKER & HUTCHINGS, PC  
ATTORNEYS AT LAW

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Kevin M. Coates  
H. Alan Dill  
Robert A. Dill  
Thomas M. Dunn  
John A. Hutchings  
Stephen M. Lee  
Fay M. Matsukage\*\*  
Adam P. Stapen  
Jon Stonbraker  
Craig Stoner  
Frank W. Suyat  
Patrick D. Tooley  
\* Also licensed in Washington  
\*\*Also licensed in Nevada

Of Counsel:  
Arthur H. Bosworth, II

January 6, 2016

Via email: [mgreiner@cityofblackhawk.org](mailto:mgreiner@cityofblackhawk.org)

City of Black Hawk  
ATTN: Board of Aldermen  
c/o Office of the City Clerk

RE: *Needs and Desires for a Tavern Liquor License for Ameristar Lake Charles Holding, LLC d/b/a Altitude Bar, Including a Common Consumption Area Adjacent to the Altitude Bar*

Dear Board:

The Applicant that the needs and desires of the residents and business owners and managers of businesses in the City of Black Hawk desire a tavern liquor license to be issued to the Altitude Bar. The license would be used to facilitate additional business by expanding the hours of operation of the liquor license to serve the customers and community for the operation of the Altitude Bar and the Ameristar Casino.

Many other casinos in the City of Black Hawk have elected to apply for and obtain a new liquor license in conjunction with a promotional association and a common consumption area which would allow its patrons to use the facilities at hours which were previously prohibited by the business. The Applicant will submit sworn testimony as it relates to the needs and desires of the City of Black Hawk for the tavern license applied for and the request to expand the hours of operation in the event a tavern license is approved as well as the entertainment district and common consumption area are approved. The Applicant will submit petitions from adult inhabitants to the

neighborhood in support of this application. The Applicant does not anticipate the use of additional law enforcement resources from the City as the Applicant has numerous security personnel on premise to monitor patrons and compliance with the state and local liquor laws in this regard.

It is not anticipated that there will be any objections whatsoever from surrounding business owners, managers or residents for this proposal and the City will benefit by the payment of additional tax revenues associated with the operation of the Ameristar Casino and the Altitude Bar.

Sincerely yours,

*/s/ Robert A. Dill, electronically signed.*

Robert A. Dill  
RAD/mo

**RESOLUTION 2-2016**  
**A RESOLUTION**  
**ESTABLISHING A**  
**DESIGNATED PUBLIC**  
**PLACE FOR THE POSTING**  
**OF MEETING NOTICES AS**  
**REQUIRED BY THE**  
**COLORADO OPEN**  
**MEETINGS LAW**

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

**Resolution No. 2-2016**

**TITLE: A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW**

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

**Section 1.** Black Hawk City Hall shall constitute the public place for the posting of meeting notices as required by the Colorado Open Meetings Law. The City Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

RESOLVED AND PASSED this 13<sup>th</sup> day of January, 2016.

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

ATTEST:

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

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

---

**SUBJECT:** Request for Resolution establishing a designated public place for the posting of Meeting Notices as required by the Colorado Open Meeting Law

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

**MOTION TO APPROVE** Resolution 2-2016 Establishing a designated public place for the posting of Meeting Notices as required by the Colorado Open Meeting Law

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

**AGENDA DATE:** January 13, 2016

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:**  Yes  No

**STAFF PERSON RESPONSIBLE:** Melissa Greiner, City Clerk

**DOCUMENTS ATTACHED:** N/A

**RECORD:**  Yes  No

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

**SUBMITTED BY:**

**REVIEWED BY:**



---

Melissa A. Greiner, City Clerk

---

Jack D. Lewis, City Manager

**RESOLUTION 3-2016**  
**A RESOLUTION**  
**APPROVING THE**  
**AMENDED AND**  
**RESTATED TEMPORARY**  
**CONSTRUCTION**  
**EASEMENT BETWEEN**  
**THE CITY OF BLACK**  
**HAWK AS GRANTEE AND**  
**GRANTOR LLOYD**  
**LARSEN**

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

**Resolution No. 3-2016**

**TITLE: A RESOLUTION APPROVING THE AMENDED AND RESTATED  
TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF  
BLACK HAWK AS GRANTEE AND GRANTOR LLOYD LARSEN**

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 Amended and Restated Temporary  
Construction Easement between the City of Black Hawk as Grantee and Grantor Lloyd Larsen.

Section 2. The Temporary Construction Easement approved by Resolution No. 11-2015  
dated January 28, 2015 is hereby vacated, and superseded by this Resolution.

RESOLVED AND PASSED this 13<sup>th</sup> day of January, 2016.

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

ATTEST:

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

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

**SUBJECT:** A Resolution approving Amended and Restated Temporary Construction Easement between Lloyd Larsen and the City of Black Hawk.

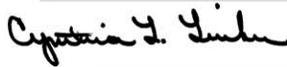
**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen:

**MOTION TO APPROVE** Resolution No. 3-2016 approving Amended and Restated Temporary Construction Easement between Lloyd Larsen and the City of Black Hawk.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Temporary Construction Easement approved under Resolution No. 11-2015 dated January 28, 2015 is hereby vacated, and superseded by this Amended and Restated Temporary Construction Easement. Access to the west side of 301 High Street for the completion of the rehabilitation of that property from 311 High Street has been expanded to include the original 5' from property line, with the addition of the front stairs and front yard. Use of the front porch is not included in this amendment. The project completion date is scheduled for February 29, 2016.

<b><u>AGENDA DATE:</u></b>	January 13, 2016
<b><u>WORKSHOP DATE:</u></b>	N/A
<b><u>FUNDING SOURCE:</u></b>	N/A
<b><u>DEPARTMENT DIRECTOR APPROVAL:</u></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b><u>STAFF PERSON RESPONSIBLE:</u></b>	Cynthia Linker, CP&D Administrator
<b><u>DOCUMENTS ATTACHED:</u></b>	Resolution 3-2016; Amended & Restated Temporary Construction Easement
<b><u>RECORD:</u></b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b><u>CITY ATTORNEY REVIEW:</u></b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
<b><u>SUBMITTED BY:</u></b>	<b><u>REVIEWED BY:</u></b>



1/06/16



Cynthia L. Linker, CP&D Administrator

Jack D. Lewis, City Manager

**AMENDED AND RESTATED  
TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:** That Lloyd Larsen, who is the property owner of 311 High Street ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **CITY OF BLACK HAWK**, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("**Grantee**"), a Temporary Construction Easement for the rehabilitation of 301 High Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

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

1. Temporary Construction Easement approved under Resolution No. 11-2015 dated January 28, 2015 is hereby vacated, and superseded by this Amended and Restated Temporary Construction Easement.

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

3. City or the Contractor may use the Temporary Easement Property as access to the west side of 301 High Street for the rehabilitation of that property. The porch at 311 High Street is not included in this easement. The Contractor will keep the front of the property and the stair access at 311 High Street cleaned on a daily basis. The City or the Contractor will repair any damaged existing rock walls, fences, landscaping, stairs, etc. to existing conditions within the area of the easement, as shown in **Exhibit A**. The City or the Contractor will clean, finish grade and reseed and/or sod (if sod currently exists) all disturbed areas with native grasses and wildflowers or blue grass sod. The pictures in **Exhibit B** are dated December 10, 2014.

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

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



**GRANTEE: CITY OF BLACK HAWK**

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

Date: \_\_\_\_\_

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

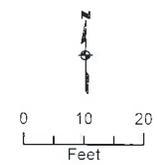
Approved as to legal form: \_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

## **EXHIBIT A**

Amended and Restated Temporary Construction Easement Area:

1. Approximately 5' from property line;
2. Includes front stairs and front yard;
3. Use of the porch is prohibited;
4. See attached survey.

Exhibit A  
Temporary Construction Easement  
311 High Street



Aerial Photograph Date: 2012  
Date: 12-10-14



**EXHIBIT B**

December 10, 2014





**RESOLUTION 4-2016**  
**A RESOLUTION**  
**APPROVING A TRADE**  
**CONTRACTOR**  
**AGREEMENT FOR THE**  
**DORY HILL TREATMENT**  
**PLANT FIRE**  
**SUPPRESSION SYSTEM**  
**WITH L. NOTTHAFT &**  
**SON, INC., IN THE**  
**AMOUNT OF \$151,000.00**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 4-2016

**TITLE: A RESOLUTION APPROVING A TRADE CONTRACTOR AGREEMENT FOR THE DORY HILL TREATMENT PLANT FIRE SUPPRESSION SYSTEM WITH L. NOTHHAFT & SON, INC., IN THE AMOUNT OF \$151,000.00**

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 Trade Contractor Agreement for the Dory Hill Treatment Plant Fire Suppression System with L. Nothhaft & Son, Inc., in the amount of \$151,000.00, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 13<sup>th</sup> day of January, 2016.

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

ATTEST:

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



**LOCAL LIQUOR  
LICENSING AUTHORITY  
CONSIDERATION OF A  
REQUEST FOR A NEW  
TAVERN LIQUOR  
LICENSE FOR JAN'S  
TAVERN AT 101  
GREGORY STREET, UNIT  
#1, AND TO SET THE  
BOUNDARIES OF THE  
NEIGHBORHOOD AND TO  
SET A DATE FOR PUBLIC  
HEARING**

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

---

**SUBJECT:** Local Liquor Licensing Authority Consideration of a Request for a new Tavern Liquor License for Jan's Tavern at 101 Gregory Street, Unit #1, and to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing.

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

**MOTION TO APPROVE** the request for a new Tavern Liquor License for Jan's Tavern at 101 Gregory Street, Unit #1, to set the boundaries of the neighborhood as the entire City of Black Hawk, and to set the date of the public hearing to February 24, 2016.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City Clerk's office received a new Tavern Liquor License application for Jan's Tavern on December 14, 2015. The application was deemed complete on December 15, 2015. The tavern will be located at Z's Casino, 101 Gregory Street, Unit #1.

Z's Casino has submitted an application to the State Liquor Enforcement Division on December 14, 2015 for a permanent modification of premises to delete 42 square feet from the second level of their current Hotel/Restaurant License in order to create and license Jan's Tavern. Z's Casino has also applied to the City for a Promotional Association/Common Consumption Area, which will be on a future agenda.

As per Ordinance 2015-6 (a), that amended Chapter 6 of the Black Hawk Municipal Code, Section 6-61 states "The City Clerk shall place on the agenda of a City council meeting the request for a new liquor license. The meeting shall be held not less than four (4) days nor more than thirty (30) days after the City Clerk has received the application. The date the completed application is received by the City Clerk shall be deemed the date of filing of the application."

Section 6-61 (b) states "The City Council shall set the boundaries of the neighborhood and shall set a date for public hearing. The public hearing shall be held not less than thirty (30) days from the date of the City Council meeting in which the application was presented." The next Council meeting to fall within this requirement would be February 24, 2016. This will provide the applicant enough time to prove the reasonable requirements of the neighborhood needs and desires and cause the public notice to be posted and published.

**AGENDA DATE:** January 13, 2016

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** [ X ]Yes [ ]No

**STAFF PERSON RESPONSIBLE:** Melissa A. Greiner, City Clerk

**DOCUMENTS ATTACHED:**      Portions of the Application

**RECORD:**    [ ] Yes    [ X ] No

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

**SUBMITTED BY:**

**REVIEWED BY:**



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



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



RECEIVED

DEC 14 2015

City of Black Hawk  
Clerk's Office

DR 8404 (04/27/15)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
(303) 205-2300

# Colorado Liquor Retail License Application

New License     New-Concurrent     Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)
- Local License Fee \$ \_\_\_\_\_

1. Applicant is applying as a/an  
 Corporation     Individual  
 Partnership (includes Limited Liability and Husband and Wife Partnerships)     Limited Liability Company  
 Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation  
Jan's Tavern, LLC    FEIN Number 47-5439329

2a. Trade Name of Establishment (DBA)    State Sales Tax Number    Business Telephone  
Jan's Tavern    30250978    303-582-5623

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
101 Gregory street unit #1

City    County    State    ZIP Code  
Black Hawk    Gilpin    CO    80422

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
PO Box 49    Black Hawk    CO    80422

5. Email Address  
 [REDACTED]

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A	Nonrefundable Application Fees	Section B (Cont.)	Liquor License Fees
<input type="checkbox"/> Application Fee for New License.....	\$ 600.00	<input type="checkbox"/> Liquor Licensed Drugstore (City).....	\$227.50
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review....	\$ 700.00	<input type="checkbox"/> Liquor Licensed Drugstore (County).....	\$312.50
<input type="checkbox"/> Application Fee for Transfer.....	\$ 600.00	<input type="checkbox"/> Manager Registration - H & R.....	\$ 75.00
<b>Section B</b>		<input type="checkbox"/> Manager Registration - Tavern.....	\$ 75.00
<b>Liquor License Fees</b>		<input type="checkbox"/> Master File Location Fee.....	\$ 25.00 X Total _____
<input type="checkbox"/> Add Optional Premises to H & R.....	\$100.00 X Total _____	<input type="checkbox"/> Master File Background.....	\$250.00 X Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex.....	\$ 75.00 X Total _____	<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Arts License (City).....	\$308.75	<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Arts License (County).....	\$308.75	<input type="checkbox"/> Racetrack License (City).....	\$500.00
<input type="checkbox"/> Beer and Wine License (City).....	\$351.25	<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Beer and Wine License (County).....	\$436.25	<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Brew Pub License (City).....	\$750.00	<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Brew Pub License (County).....	\$750.00	<input type="checkbox"/> Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/> Club License (City).....	\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Club License (County).....	\$308.75	<input type="checkbox"/> Retail Liquor Store License (City).....	\$227.50
<input type="checkbox"/> Distillery Pub License (City).....	\$750.00	<input type="checkbox"/> Retail Liquor Store License (County).....	\$312.50
<input type="checkbox"/> Distillery Pub License (County).....	\$750.00	<input checked="" type="checkbox"/> Tavern License (City).....	\$500.00
<input type="checkbox"/> Hotel and Restaurant License (City).....	\$500.00	<input type="checkbox"/> Tavern License (County).....	\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County).....	\$500.00	<input type="checkbox"/> Vintners Restaurant License (City).....	\$750.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....	\$600.00	<input type="checkbox"/> Vintners Restaurant License (County).....	\$750.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises(County).....	\$600.00		

Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

<b>Items submitted, please check all appropriate boxes completed or documents submitted</b>	
<b>I.</b>	<b>Applicant information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
<b>IV.</b>	<b>Background information and financial documents</b> <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor / husband and wife partnership</b> <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
<b>IX.</b>	<b>Manager registration for hotel and restaurant, tavern licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes  No

8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):

(a) Been denied an alcohol beverage license?

(b) Had an alcohol beverage license suspended or revoked?

(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.

10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

Waiver by local ordinance?  or  
Other:

11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.   Please see attached

12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?

Ownership  Lease  Other (Explain in Detail) \_\_\_\_\_

a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

Landlord	Tenant	Expires
JZ Gaming, LLC	Jan's Tavern, LLC	12/31/25

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.

c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
None				

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted?

Number of additional Optional Premise areas requested. (See license fee chart) \_\_\_\_\_

15. Liquor Licensed Drug Store applicants, answer the following:

(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?

If "yes" a copy of license must be attached.

16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?

(c) How long has the club been incorporated? \_\_\_\_\_

(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

17. Brew-Pub License or Vintner Restaurant Applicants answer the following:

(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

18a. For all on-premises applicants.  
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-1)

Last Name of Manager	First Name of Manager	Date of Birth
Zimpel	Elizabeth	

18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Name	Type of License (Hotel + Rest.)	Account Number
JZ Gaming, LLC	Hotel + Restaurant	14-67790-0000
Bullwhackers Casino, Inc	Hotel + Restaurant	14-46003-0000

19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?

If yes, provide an explanation and include copies of any payment agreements.

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Elizabeth Zempel	[REDACTED]	[REDACTED]	Managing member	100
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

\*\* If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20  
 \*\* Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Elizabeth Zempel</i>	Printed Name and Title Elizabeth Zempel, Managing Member	Date 11/1/15
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**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

- (Check One)
- Date of inspection or anticipated date \_\_\_\_\_
  - Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

**Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date

List of associated liquor licenses:

CC Gaming, LLC dba Johnny Z's Casino, 131 Lawrence Street, Central City, CO 80427. License #14-67790-0000. My interest in the license began on 6/2010 and continues to present. My involvement with the license is a 40% ownership of CC Gaming, LLC.

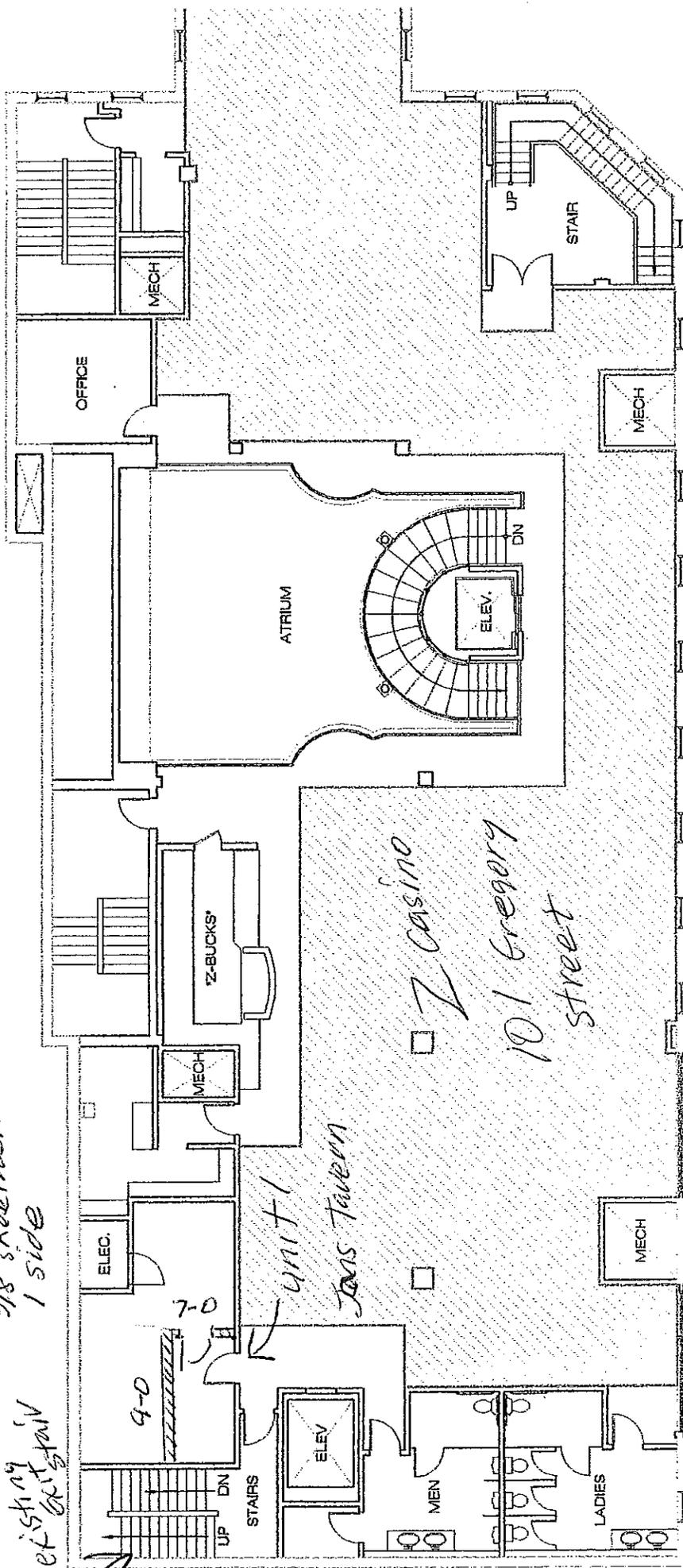
Bullwhackers Casino, Inc. dba Z's Casino, 101 Gregory Street, Black Hawk, CO 80422. License # 14-46003-0000. My interest in the license began on 7/1/2013 and continues to present. My involvement with the license is a 40% ownership.



proposed new  
3/8 stud wall  
5/8 sheetrock  
1 side

existing  
exit path

Selak Street



Gregory Street

1 SECOND FLOOR PLAN  
1/8" = 1'-0"

North