

**Office of the Mayor**  
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P.O. Box 68  
Black Hawk, CO 80422  
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303-582-00848 Fax

**Mayor**  
David D. Spellman

**Aldermen**  
Linda Armbright  
Paul G. Bennett  
Haller G. Midcap  
Jim Johnson  
Greg Moates  
Benito Torres

**City Attorney**  
Corey Y. Hoffmann

**City Manager**  
Stephen N. Cole

**City Clerk /  
Administrative Services Director**  
Melissa A. Greiner

**Community Planning & Development  
Director**  
Cynthia L. Linker

**Finance Director**  
Lance R. Hillis

**Fire Chief / Emergency Manager**  
Christopher K. Woolley

**Police Chief**  
Michelle Moriarty

**Public Works Director**  
Thomas Isbester

**COLORADO'S SECOND OLDEST  
MUNICIPAL CORPORATION**

February 14, 2024

Honorable Mayor Jeremy Fey  
Mayor Pro-Tem Kara Tinucci  
Alderman Jeff Aiken  
Alderman Marcia Enloe  
Alderman Todd Williams

Dear Mayor Fey and members of the City Council of the City of Central,

The purpose of this correspondence is to make a formal offer as set forth below to accomplish the disconnection of certain property as defined below from the City of Central ("Central") and subsequent annexation of the City of Black Hawk ("Black Hawk"). The City Council of Black Hawk believes the proposal as set forth below offers value to both Central and Black Hawk and assists both Cities in accomplishing various objectives.

#### ***Terms of Black Hawk's Offer***

##### **1. Central Disconnect and Black Hawk Annexation**

Black Hawk owns 3.49 acres of property (the "Property") depicted on **Exhibit A**, located within the current City limits of Central, which is directly adjacent to Gregory Street and situated along the common boundary between Central and Black Hawk. Black Hawk respectfully requests to have the property disconnected from Central and annexed into Black Hawk based on the terms set forth in this Offer.

As depicted on **Exhibit A**, the intended use of the Property in the near term is a trailhead on the Briggs Lot and a trail winding up Bates Hill. This trail would lead to a more extensive trail system located on Bates Hill within the City limits of Black Hawk, with two of these trails having access to the Maryland Mountain/Quartz Valley recreational area. To accommodate the winding trail up Bates Hill, a bridge twenty-eight feet in length would need to be installed over the mining excavation on the slope of Bates Hill. Conceptual images of this bridge are also attached. A stair incline feature would also be incorporated on the slope of Bates Hill for visitors who enjoy more rigorous exercise.

In the longer term, Black Hawk may consider constructing a parking garage and, if feasible, a boutique hotel on the property. In doing so, as part of any formalized agreement between Central and Black Hawk, Black Hawk is willing to enter into a binding and recorded height limitation of seventy-five (75) feet on any building constructed on the Property.

## 2. Additional Terms

As consideration for Central to agree to disconnect the Property, Black Hawk would offer the following terms:

- A. A one-time donation of Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Black Hawk Historic Preservation Fund to the Central Historic Preservation Fund. Suggested Central projects the funds could be used for include (but not limited to) the Belvidere project, sidewalks along Gregory and Lawrence Streets in Central, or advancing Central's trail system with the ability to connect to Black Hawk's trail system as previously agreed to by Black Hawk.
- B. Black Hawk would convey to Central via Quit Claim Deed the mining claims depicted on **Exhibits B** and **C**, attached hereto, located within the boundaries of Central or the Central Growth Area, totaling 5.75 acres. The Mountain Rose Mining Claim No. 598 is on the hill adjacent to the KOA Campground and the Gold Mountain Village Apartments. For Central, this site has a solid potential to be a future sight for a one million-gallon treated water storage tank, as depicted on **Exhibit B**. Based on Black Hawk's acquisition cost of these and other mining claims, we believe this land conveyance to Central has a value of approximately One Hundred Fifteen Thousand Dollars (\$115,000.00).
- C. Upon the Property in **Exhibit A** being disconnected from Central and annexed into Black Hawk, any recorded and binding agreement between the parties would specify that Central shall be relieved of the obligations recorded in Book 637, Page 214, and Book 676, Page 68, to maintain the grizzly screen at the west end of the Property and the flume running through the Property.
- D. As referenced above, any recorded and binding agreement between the parties would include a height limitation of seventy-five (75) feet on any building constructed on the Property.
- E. Black Hawk would further agree as part of any recorded and binding agreement to encumber the uses on the Property as follows:
  - (1) Black Hawk would agree to prohibit any excavation beyond the 8200-elevation contour line on the Property as depicted on **Exhibit A**.
  - (2) Black Hawk would consent to architectural and lighting guidelines consistent with those authorized in the Central Design Guidelines in existence as of the date of any such agreement, provided that (a) any review by Central for conformance with such Design Guidelines would be conducted and administratively approved by Central staff, and (b) such review for conformance with Central's design

guidelines would be performed at no cost to Black Hawk and be expedited by Central in a manner to be defined in such an agreement.


The Black Hawk City Council believes this is truly a "win-win" for both Central and Black Hawk, both in the short-term and the long-term, and hopes to receive a positive response and acceptance of this Offer from the City Council of Central.


Thank you in advance for your consideration of this offer. If approved, Black Hawk would seek to draft an Intergovernmental Agreement akin to an annexation agreement that would burden the Property in accordance with the terms of this Offer.


Very truly yours,

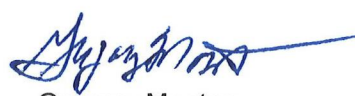
  
David D. Spellman  
Mayor

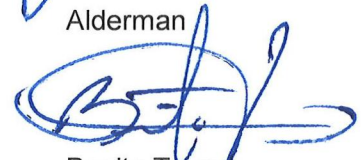
  
Linda Armbricht  
Alderman

  
Paul G. Bennett  
Alderman

  
Jim Johnson  
Alderman

  
Haller G. Midcap  
Alderman

  
Gregory Moates  
Alderman

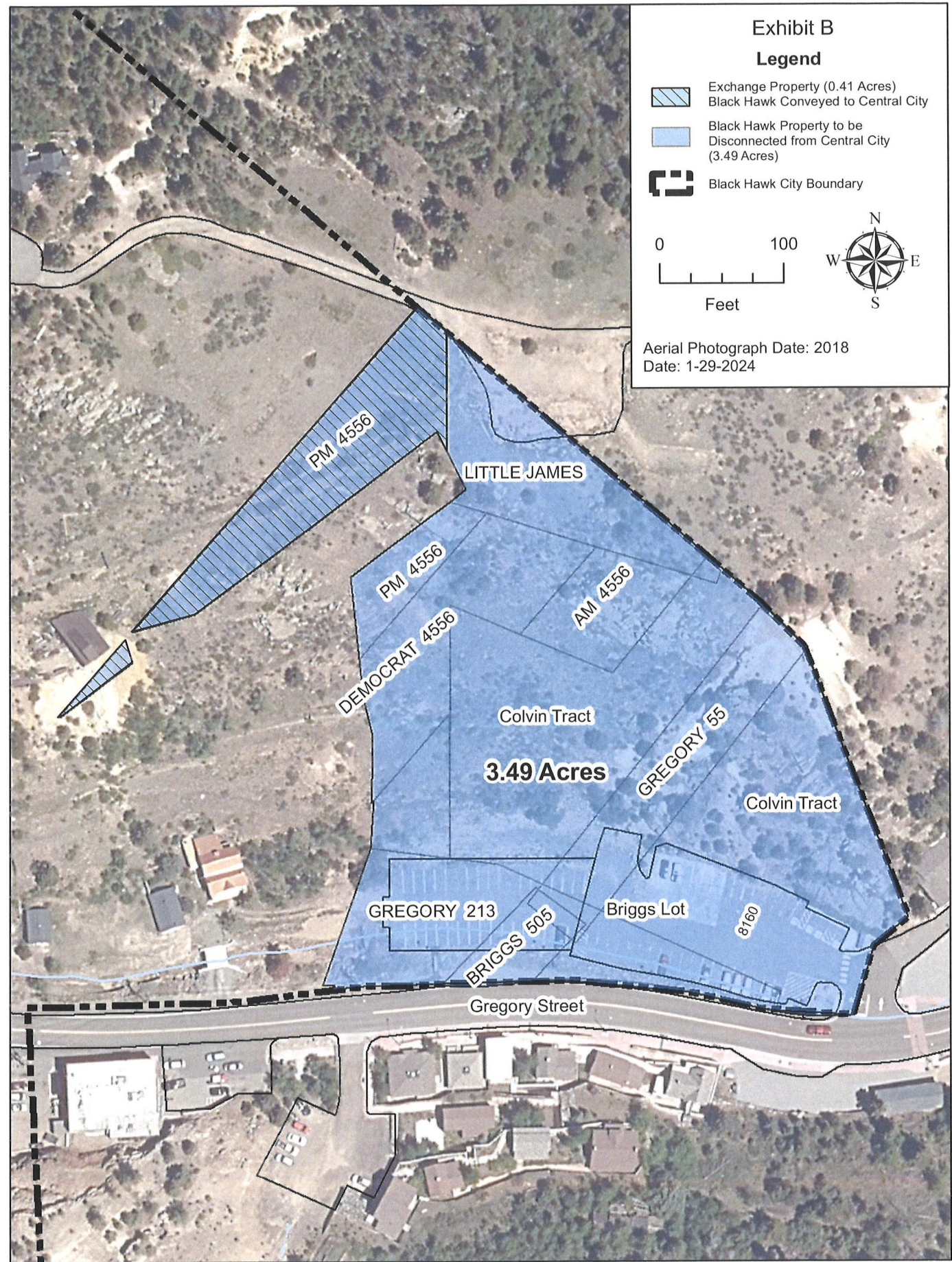
  
Benito Torres  
Alderman

Enc: Exhibit A  
Exhibit B  
Exhibit C  
Bridge Conceptual Images (2)

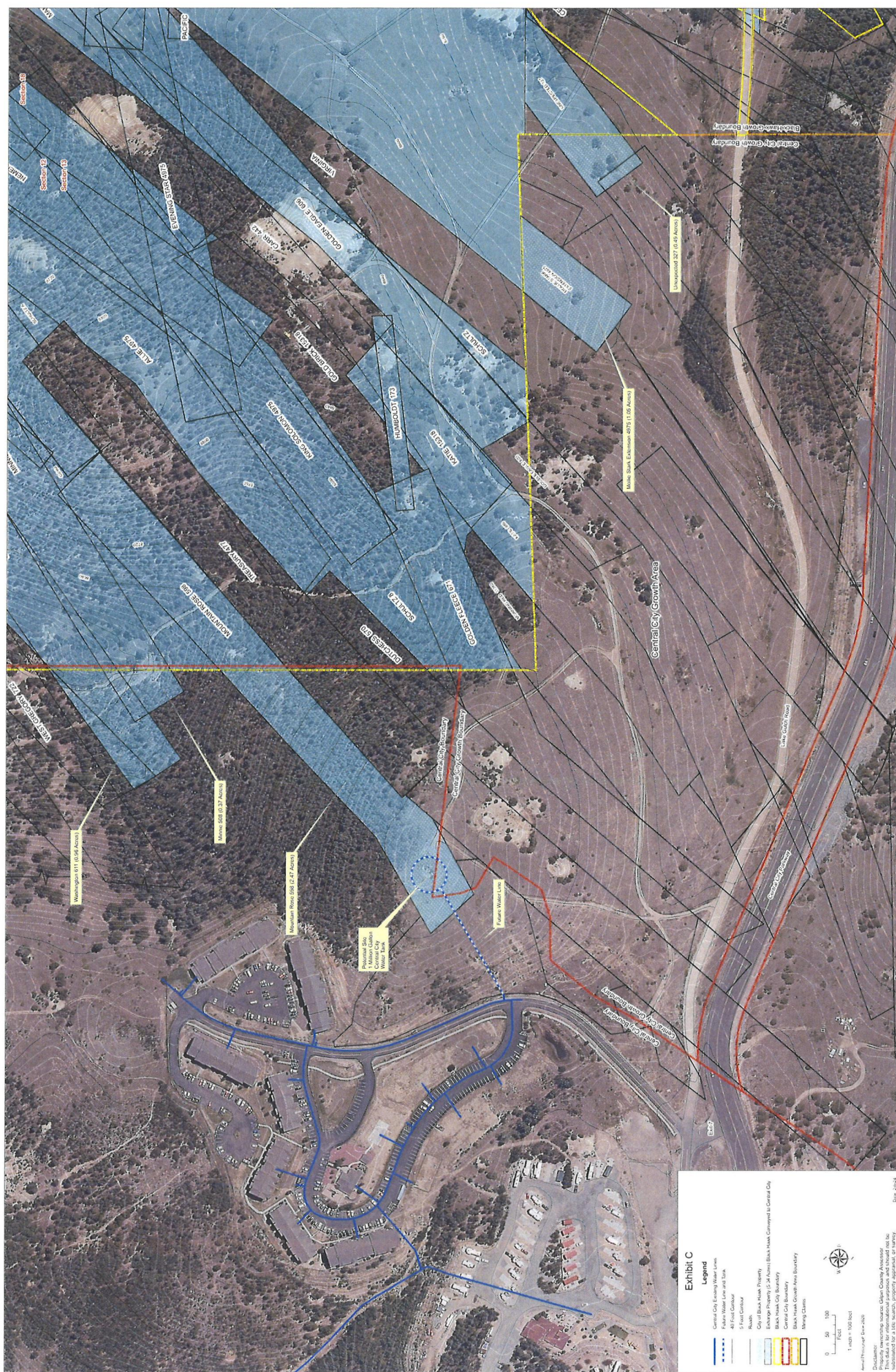












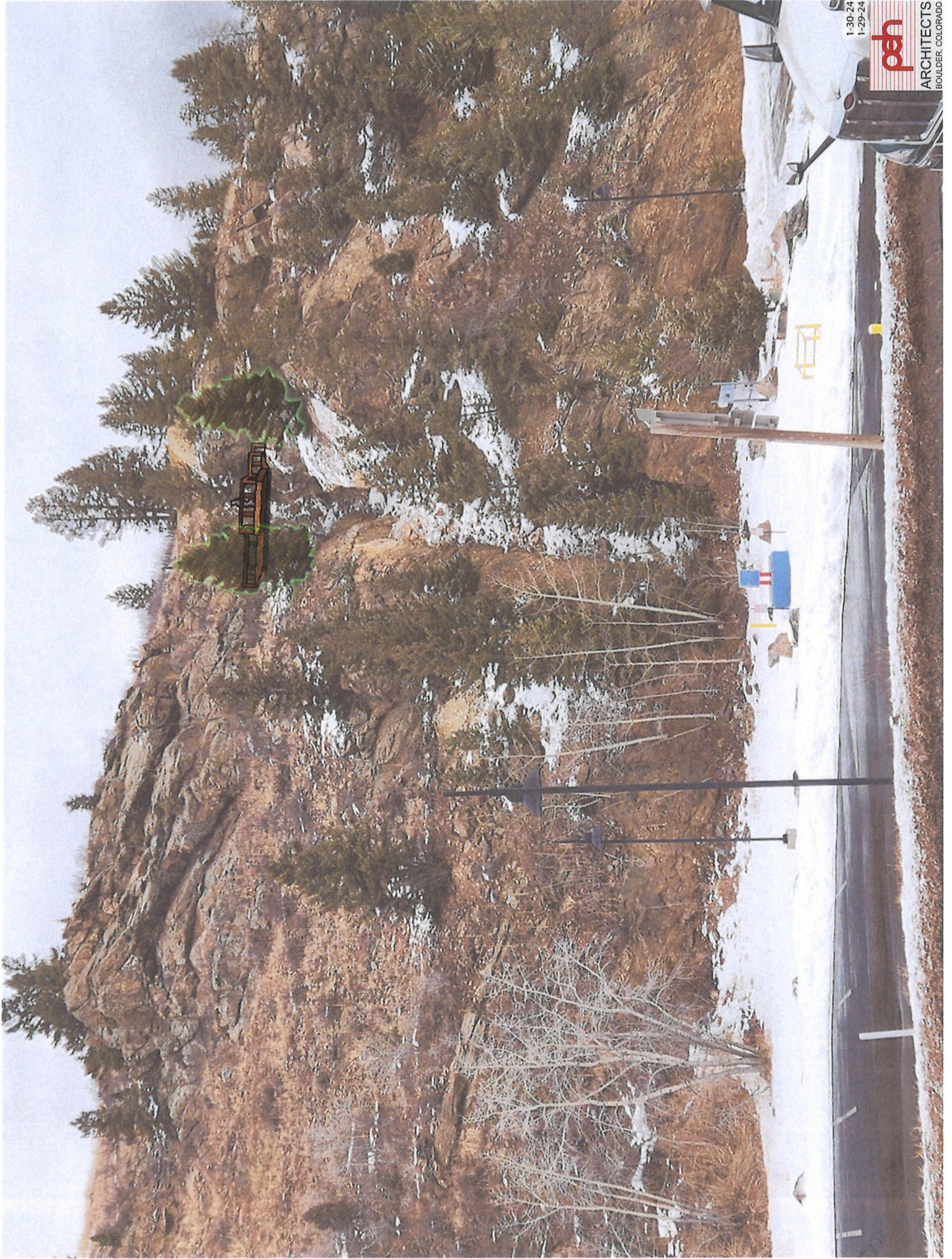




**BATES HILL BRIDGE**  
**BLACK HAWK, CO 80427**

02-05-24





1-30-24  
1-29-24

**pah**

ARCHITECTS  
BOULDER, COLORADO