



REGULAR MEETING AGENDA

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

January 26, 2022
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

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

5. PUBLIC COMMENT: *Please limit comments to 5 minutes*

6. APPROVAL OF MINUTES: January 12, 2022

7. PUBLIC HEARINGS:

A. CB1, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Property for the Construction, Expansion, and Improvement of City Streets and Roadways, Pursuant to C.R.S. § 38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter

B. CB2. An Ordinance Amending Section 104 of the Black Hawk Employee Handbook Regarding Recruitment and Hiring

8. ACTION ITEMS:

A. Resolution 8-2022, A Resolution Approving the Revised Job Descriptions for the City of Black Hawk Police Department

B. Resolution 9-2022, A Resolution Approving the Commercial Lease with JKQ Consolidated, LLC for the Crook's Palace Property Located at 200 Gregory Street

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

Executive Session to instruct negotiators regarding City owned land on Artisans Point, Gregory Street Plaza, and other City owned property pursuant to C.R.S § 24-6-402(4)(e).

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**

January 12, 2022

MEETING MINUTES

Employee Mary Klemp, along with the assistance of her grandson O'Reilly, rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, January 12, 2022, at 3:00 p.m.

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

Staff Present: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Chief Moriarty, all available Police Officers and staff, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, Water Manager Ford, Community Planning & Development Director Linker, Development Services Coordinator Richards, Baseline Engineering Consultant Harris, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin stated that item 9F was changed to reflect the proper name of the legal entity.

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. City Council noted no conflicts.

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

5. PRESENTATION: Retirement of Mary Klemp, Executive Administration Assistant/Training Coordinator

Chief Moriarty started the presentation to honor Mary's 21 years of service to the City by saying that she couldn't have asked for a better assistant and how Mary made the transition go so smoothly for her as she was the fifth Chief that Mary had worked with.

Mayor Spellman handed out two plaques, a 20-year service award that couldn't be celebrated due to Covid, and her retirement plaque showing a photo of Black Hawk from the 1880s. As a relative, he went on to say this was an end of an era as Mary's history runs deep in Black Hawk being a 4th generation Blake family member. He went on to say she has been an asset to the City and congratulated her on her new chapter in life. He said he pointed out to her grandson O'Reilly, on the Heritage Panels lining the walls of Council Chambers, how his great, great, great grandfather sat on City Council back in 1876. Mary's father, Melvin Blake, held many roles within the City, and also Mary's husband Eric worked for the City as our Water Supervisor. There is a lot of history with the Klemp family. Her husband Eric, daughter Sarah and grandson O'Reilly all enjoyed her celebration.

Aldermen Armbright and Bennett added that they remember Mary as a child. Everyone celebrated Mary with applause and some cake!

6. PUBLIC COMMENT: Deputy City Clerk Martin confirmed that Daniel Snook had signed up to speak. Mr. Snook, a Gilpin County resident, wished to speak on Maryland Mountain and the Hidden Treasure Mountain Bike trails. He started by saying he is an avid mountain biker, thanked the City for what they have created, and went on to say how phenomenal and well done the trails are and how well known they are along the front range. He discussed the signage there and suggested ideas for advertising non-gaming businesses. Mayor Spellman confirmed that is precisely the plan. Now that tenants are in Gregory Street Plaza, the City plans to advertise the City's businesses. That is why they made the signs so large to accommodate the advertising. He said it was nice to hear a mountain biker reinforce the trail system's popularity and the number of visitations. He thanked him for stopping by.

7. APPROVAL OF MINUTES:

December 8, 2021

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve the Minutes as presented.

MOTION PASSED

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

8. PUBLIC HEARINGS:

None

9. ACTION ITEMS:

A. Resolution 1-2022, A Resolution Establishing a Designated Public Place for Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c)

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced this annual housekeeping item, required pursuant to statute.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 1-2022, a Resolution establishing a designated public place for posting of meeting notices pursuant to C.R.S. § 24-6-402(2)(c).

MOTION PASSED

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

B. Resolution 2-2022, A Resolution Approving Certain Service Agreements for Calendar Year 2022 (Community Planning & Development)

Mayor Spellman read the title.

Community Planning & Development Director Linker requested approval of four contracts for consultants her department is currently working with.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 2-2022, a Resolution approving certain service agreements for calendar year 2022 (Community Planning & Development).

MOTION PASSED

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

C. Resolution 3-2022, A Resolution Approving Certain Service Agreements for Calendar Year 2022 (Public Works)

Mayor Spellman read the title.

Public Works Director Isbester requested approval of the consultants his department uses to help supplement staff on their many projects.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 3-2022, a Resolution approving certain service agreements for calendar year 2022 (Public Works).

MOTION PASSED

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

D. Resolution 4-2022, A Resolution Approving a Design Services Contract with JVA, Inc. for Design Services for the Hidden Valley Water Treatment Plant Second Treatment Train in the Amount Not to Exceed \$225,000

Mayor Spellman read the title.

Water Manager Ford introduced this item and said this is the same engineering firm used for the Dory Hill Water Treatment Plant, and that was a very successful project. He said the Hidden Valley Water Treatment Plant was designed to double the capacity, and now it is time.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 4-2022, a Resolution approving a Design Services Contract with JVA, Inc. for design services for the Hidden Valley Water Treatment Plant Second Treatment Train in the amount not to exceed \$225,000.

MOTION PASSED

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

E. Resolution 5-2022, A Resolution Approving an Agreement on a Time and Materials Basis with Grapes and Sons for Moving Fill Material in the Amount Not to Exceed \$295,700

Mayor Spellman read the title.

Public Works Director Isbester explained that Grapes would relocate the fill material and boulders at the old CDOT site along Highway 119 to the Mesa; the site will become a new storage area for Public Works.

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 5-2022, a Resolution approving an agreement on a time and materials basis with Grapes and Sons for moving fill material in the amount not to exceed \$295,700.

MOTION PASSED

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

F. Resolution 6-2022, A Resolution Approving the License Agreement Between the City of Black Hawk, Colorado and Gregory Street, LLC

Mayor Spellman read the title.

Baseline Consultant Harris introduced this new license agreement to cover the middle portion of the Sasquatch building after they merged with Black Hawk Station.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 6-2022, a Resolution approving the License Agreement between the City of Black Hawk, Colorado and Gregory Street, LLC.

MOTION PASSED

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

G. Resolution 7-2022, A Resolution Approving the License Agreement Between the City of Black Hawk, Colorado and Smithloch, LLC

Mayor Spellman read the title.

Baseline Consultant Harris introduced this replacement license agreement for existing awnings and signs. After the first agreement was approved, he said the applicant surveyed their property and found that the building line did not align with the property line, so this agreement adjusts for that difference.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 7-2022, a Resolution approving the License Agreement between the City of Black Hawk, Colorado and Smithloch, LLC.

MOTION PASSED

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

H. Motion Ratifying and Approving a Phone Poll Whereby the Black Hawk City Council Approved a Donation of \$50,000 to the Boulder County Marshall Fire Relief Efforts, which will be Matched, \$50,000, by the Silver Dollar Metropolitan District along with additional contributions of \$50,000 from the Saratoga Casino and \$7,000 from the Sasquatch and Wild Card Casinos. Money will be Directed to the Community Foundation Boulder County

Mayor Spellman read the title.

Mayor Spellman had phoned everyone individually, and this agenda item ratifies that phone poll.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbright to ratify and approve a phone poll approve whereby the Black Hawk City Council approved a donation of \$50,000 to the Boulder County Marshall Fire relief efforts, which will be matched, \$50,000, by the Silver Dollar Metropolitan District along with additional contributions of \$50,000 from the Saratoga Casino and \$7,000 from the Sasquatch and Wild Card Casinos. Money will be directed to the Community Foundation Boulder County.

MOTION PASSED

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

I. Local Liquor Authority Consideration of a Request for a New Beer and Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift at 317 Gregory Street to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing

Mayor Spellman read the title.

City Attorney Hoffmann reminded City Council that under the Colorado Liquor Code, they were now acting as the City's Local Liquor Authority. He said this meeting was to set the boundaries of the neighborhood, which he suggests be the entire City, as has been the practice in previous applications, and to schedule the public hearing, which would be February 23, 2022.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve the request for a new Beer and Wine License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift at 317 Gregory Street and to set the boundaries of the neighborhood as the whole City of Black Hawk, and to set the public hearing date for February 23, 2022.

MOTION PASSED

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

10. CITY MANAGER
REPORTS:

City Manager Cole asked to dispose of the old burn building in the back of the Public Works building to create more space on the Mesa. Chief Woolley said the City no longer needs it and had reached out to several Fire Departments to see if anyone was interested. Nederland Fire Department has agreed to take it at no cost to the City. Council granted approval.

11. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended item number 5 for Executive Session regarding Crook's Palace.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:28 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

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

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

COUNCIL BILL 1
ORDINANCE 2022-1
AN ORDINANCE STATING THE
INTENT OF THE CITY OF
BLACK HAWK TO ACQUIRE
CERTAIN PROPERTY FOR THE
CONSTRUCTION, EXPANSION,
AND IMPROVEMENT OF CITY
STREETS AND ROADWAYS,
PURSUANT TO C.R.S. § 38-6-101,
C.R.S. § 31-25-201, ARTICLE XX,
§ 1 OF THE COLORADO
CONSTITUTION, AND ARTICLE
8, SECTION 4 OF THE CITY OF
BLACK HAWK HOME RULE
CHARTER

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

COUNCIL BILL NUMBER: CB1

ORDINANCE NUMBER: 2022-1

TITLE: AN ORDINANCE STATING THE INTENT OF THE CITY OF BLACK HAWK TO ACQUIRE CERTAIN PROPERTY FOR THE CONSTRUCTION, EXPANSION, AND IMPROVEMENT OF CITY STREETS AND ROADWAYS, PURSUANT TO C.R.S. § 38-6-101, C.R.S. § 31-25-201, ARTICLE XX, § 1 OF THE COLORADO CONSTITUTION, AND ARTICLE 8, SECTION 4 OF THE CITY OF BLACK HAWK HOME RULE CHARTER

WHEREAS, the City of Black Hawk, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter, as well as C.R.S. § 38-1-101, *et seq.*, C.R.S. § 38-6-101, *et seq.*, and C.R.S. § 31-25-201;

WHEREAS, the City of Black Hawk wishes to acquire the properties more particularly described in **Exhibit A** [Fee Acquisitions], **Exhibit B** [Permanent Easement Acquisitions], and **Exhibit C** [Temporary Easement Acquisitions], attached hereto and incorporated herein by this reference (the "Subject Properties"), as part of the construction and improvement of the City's roadway system;

WHEREAS, said Subject Properties are to be acquired for the construction, expansion and improvement of the City street and roadway system, specifically the construction of Lake Gulch Road and Miner's Road as authorized by and within the meaning of Article XX, § 1 of the Colorado Constitution, Article 8, Section 4 of the City of Black Hawk Home Rule Charter, C.R.S. § 38-6-101, and C.R.S. § 31-25-201.

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

Section 1. Notice is hereby given that the City of Black Hawk, Colorado, intends to acquire the Subject Properties.

Section 2. The acquisition of the Subject Properties serves the public purpose of constructing, expanding and improving the City's street and roadway system, specifically Lake Gulch Road and Miner's Road thereby providing City streets that are necessary and essential to the City's ability to provide such public facilities within the meaning of C.R.S. § 38-6-101 and C.R.S. § 31-25-201. Said purposes are specifically authorized as set forth above and pursuant to Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter.

Section 3. The City further finds and determines as follows:

A. The City of Black Hawk finds that consistent with its home rule eminent domain authority, the purpose of providing City streets, roadways, public areas, and associated facilities for which the Subject Properties is sought constitutes a valid public purpose within the meaning of Article XX, § 1 of the Colorado Constitution, C.R.S. § 38-6-101, and C.R.S. § 31-25-201; and

B. That it is necessary and essential that the City acquire the Subject Properties for the public purpose set forth herein.

Section 4. The staff of the City is directed to comply with all requirements of applicable law in the conduct of the within authorized eminent domain action.

Section 5. In the prosecution of the within authorized eminent domain action, the City shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the City of Black Hawk Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. 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 7. 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 8. 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 26th day of January, 2022.

David D. Spellman, Mayor

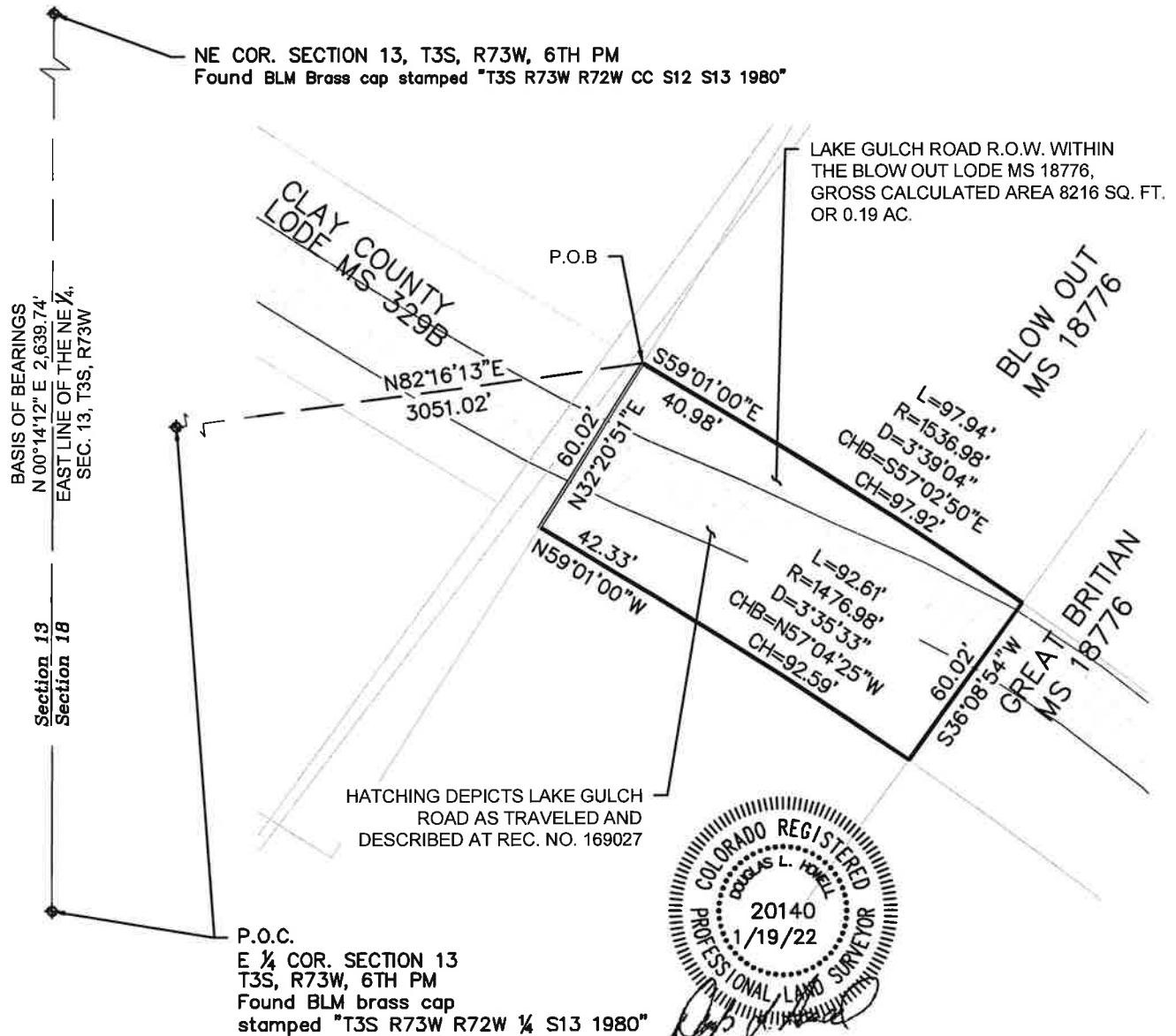
ATTEST:

Melissa A. Greiner, CMC, City Clerk



EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE BLOW OUT LODE
GILPIN COUNTY, COLORADO

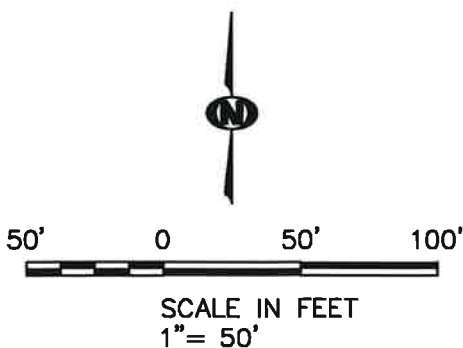
His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2



DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 82° 16' 13" E a distance of 3,051.02 feet to a point on line 4-3 of the Clay County Lode, US Mineral Survey No. 329B, being the Point of Beginning.

Thence S 59° 01' 00" E a distance of 40.98 feet;

thence along a curve concave to the southwest having a delta angle of 03° 39' 04", having a radius of 1536.98 feet, an arc distance of 97.94 feet and whose long chord bears S 57° 02' 50" E for a chord distance of 97.92 feet to the point of intersection with line 3-4 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 08' 54" W along said line 3-4 a distance of 60.02 feet;

thence along a curve concave to the southwest having a delta angle of 03° 35' 33", having a radius of 1476.98 feet, an arc distance of 92.61 feet and whose long chord bears N 57° 04' 25" W for a chord distance of 92.59 feet;

thence N 59° 01' 00" W a distance of 42.33 feet to the point of intersection with said line 4-3 of said Clay County Lode;

thence N 32° 20' 51" E along said line 4-3 a distance of 60.02 feet to the Point of Beginning.

Containing 8,216 square feet or 0.19 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 3,063 square feet or 0.07 acres, leaving a net parcel area of 5,153 square feet or 0.12 acres, more or less.



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE BLOW OUT LODGE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

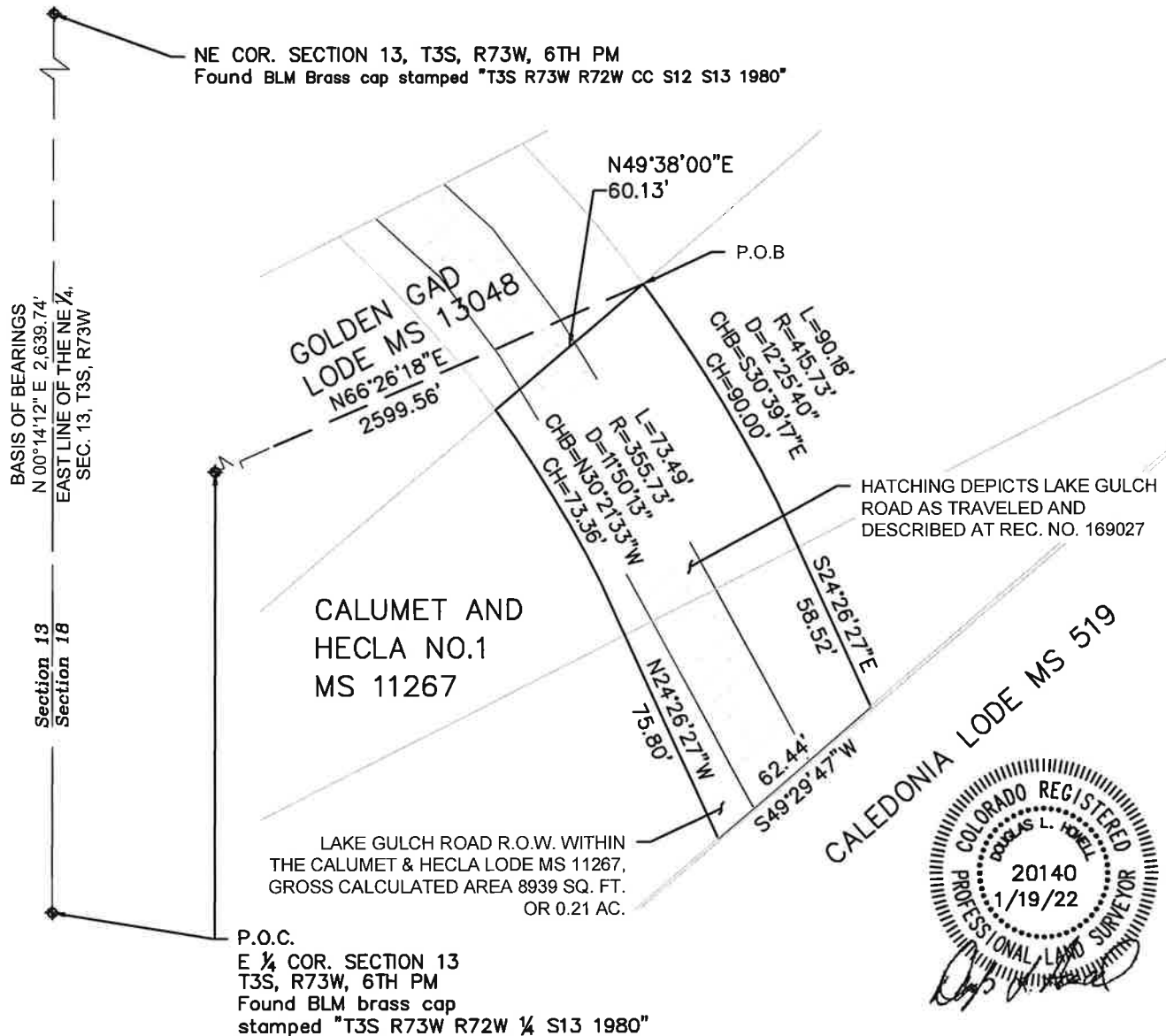
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OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE CALUMET & HECLA LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
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SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 66° 26' 18" E a distance of 2599.56 feet to a point on line 2-3 of the Calumet and Hecla Lode, US Mineral Survey No. 11267, being the Point of Beginning.

Thence along a curve concave to the southwest having a delta angle of 12° 25' 40", having a radius of 415.73 feet, an arc distance of 90.18 feet and whose long chord bears S 30° 39' 17" E for a chord distance of 90.00 feet;

thence S 24° 26' 27" E a distance of 58.52 feet to the point of intersection with line 4-5 of said Calumet and Hecla Lode;

thence S 49° 29' 47" W along said line 4-5 a distance of 62.44 feet;

thence N 24° 26' 27" W a distance of 75.80 feet;

thence along a curve concave to the southwest having a delta angle of 11° 50' 13", having a radius of 355.73 feet, an arc distance of 73.49 feet and whose long chord bears N 30° 21' 33" W for a chord distance of 73.36 feet to the point of intersection with said line 2-3 of said Calumet and Hecla Lode;

thence N 49° 38' 00" E along said line 2-3 a distance of 60.13 feet to the Point of Beginning.

Containing 8,939 square feet or 0.21 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 3261 square feet or 0.07 acres, leaving a net parcel area of 5,678 square feet or 0.13 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE CALUMET & HECLA LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

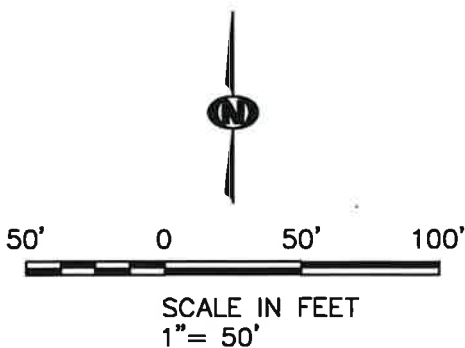
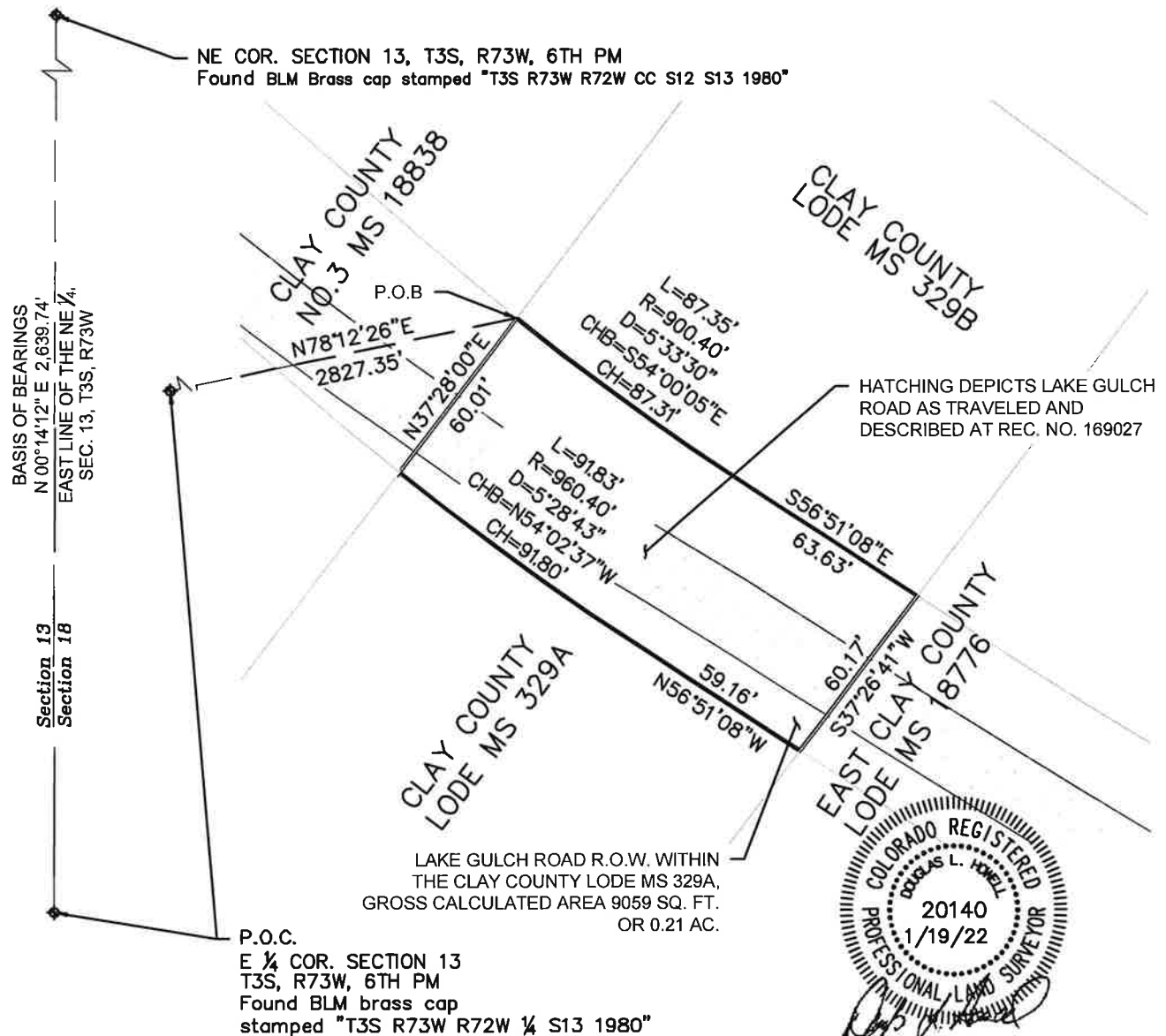
Lakewood, Colorado

720-273-9940

DATE:	1/20/2022
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SCALE:	shown
SHEET NO.	2 of 2

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OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE CLAY COUNTY 329A LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

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OF THE 6TH PRINCIPAL MERIDIAN,
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PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 78° 12' 26" E a distance of 2,827.35 feet to a point on line 1-2 of the Clay County Lode, US Mineral Survey No. 329A, being the Point of Beginning.

Thence along a curve concave to the northeast having a delta angle of 05° 33' 30", having a radius of 900.40 feet, an arc distance of 87.35 feet and whose long chord bears S 54° 00' 05" E for a chord distance of 87.31 feet;

thence S 56° 51' 08" E a distance of 63.63 feet to the point of intersection with line 3-4 of said Clay County Lode;

thence S 37° 26' 41" W along said line 3-4 of said Clay County Lode a distance of 60.17 feet;

thence N 56° 51' 08" W a distance of 59.16 feet;

thence along a curve concave to the northeast having a delta angle of 05° 28' 43", having a radius of 960.40 feet, an arc distance of 91.83 feet and whose long chord bears N 54° 02' 37" W for a chord distance of 91.80 feet to the point of intersection with said line 1-2 of said Clay County Lode;

thence N 37° 28' 00" E along said line 1-2 of said Clay County Lode, a distance of 60.01 feet to the Point of Beginning.

Containing 9,059 square feet or 0.21 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 3,329 square feet or 0.08 acres, leaving a net parcel area of 5,730 square feet or 0.13 acres, more or less.

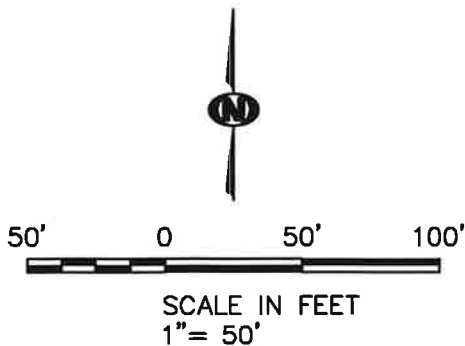
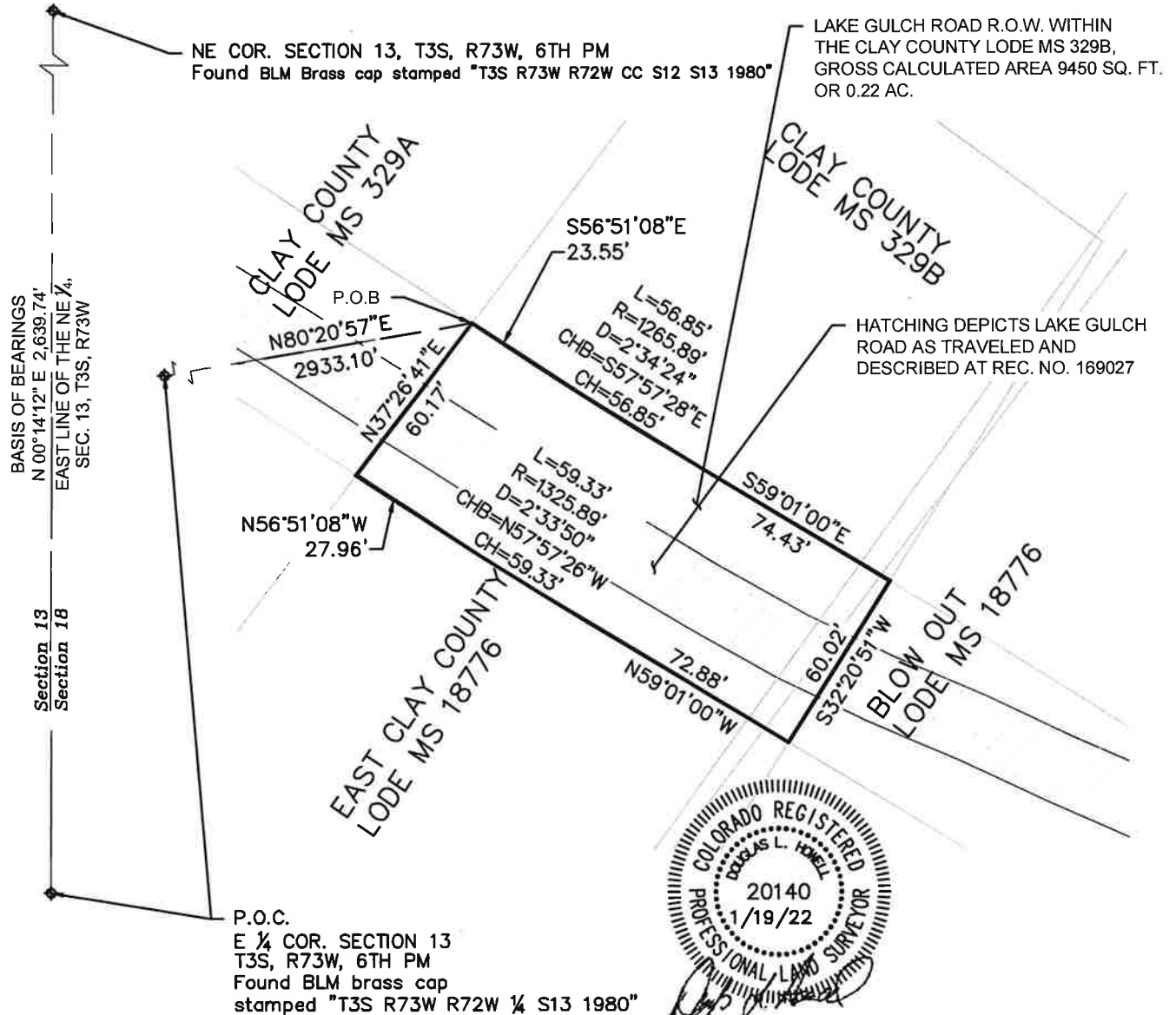


DKL

PARCEL DESCRIPTION LAKE GULCH ROAD R.O.W. WITHIN THE CLAY COUNTY 329A LODE GILPIN COUNTY, COLORADO	
<i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/19/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE CLAY COUNTY 329B LODE
GILPIN COUNTY, COLORADO

Hi's Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $80^{\circ}20'57''$ E a distance of 2,933.10 feet to a point on line 4-3 of the Clay County Lode, US Mineral Survey No. 329A, being the Point of Beginning.

Thence S $56^{\circ}51'08''$ E a distance of 23.55 feet;

thence along a curve concave to the northeast having a delta angle of $02^{\circ}34'24''$, having a radius of 1265.89 feet, an arc distance of 56.85 feet and whose long chord bears S $57^{\circ}57'28''$ E for a chord distance of 56.85 feet;

thence S $59^{\circ}01'00''$ E a distance of 74.43 feet to the point of intersection with line 4-3 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $32^{\circ}20'51''$ W along said line 4-3 of said Clay County Lode a distance of 60.02 feet;

thence N $59^{\circ}01'00''$ W a distance of 72.88 feet;

thence along a curve concave to the northeast having a delta angle of $02^{\circ}33'50''$, having a radius of 1325.89 feet, an arc distance of 59.33 feet and whose long chord bears N $57^{\circ}57'26''$ W for a chord distance of 59.33 feet;

thence N $56^{\circ}51'08''$ W a distance of 27.96 feet to the point of intersection with said line 4-3 of said Clay County Lode, US Mineral Survey No. 329A;

thence N $37^{\circ}26'41''$ E along said line 4-3 of said Clay County Lode, a distance of 60.17 feet to the Point of Beginning.

Containing 9,450 square feet or 0.22 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 3,959 square feet or 0.09 acres, leaving a net parcel area of 5,491 square feet or 0.13 acres, more or less.

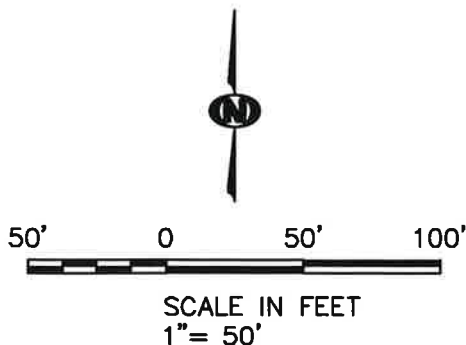
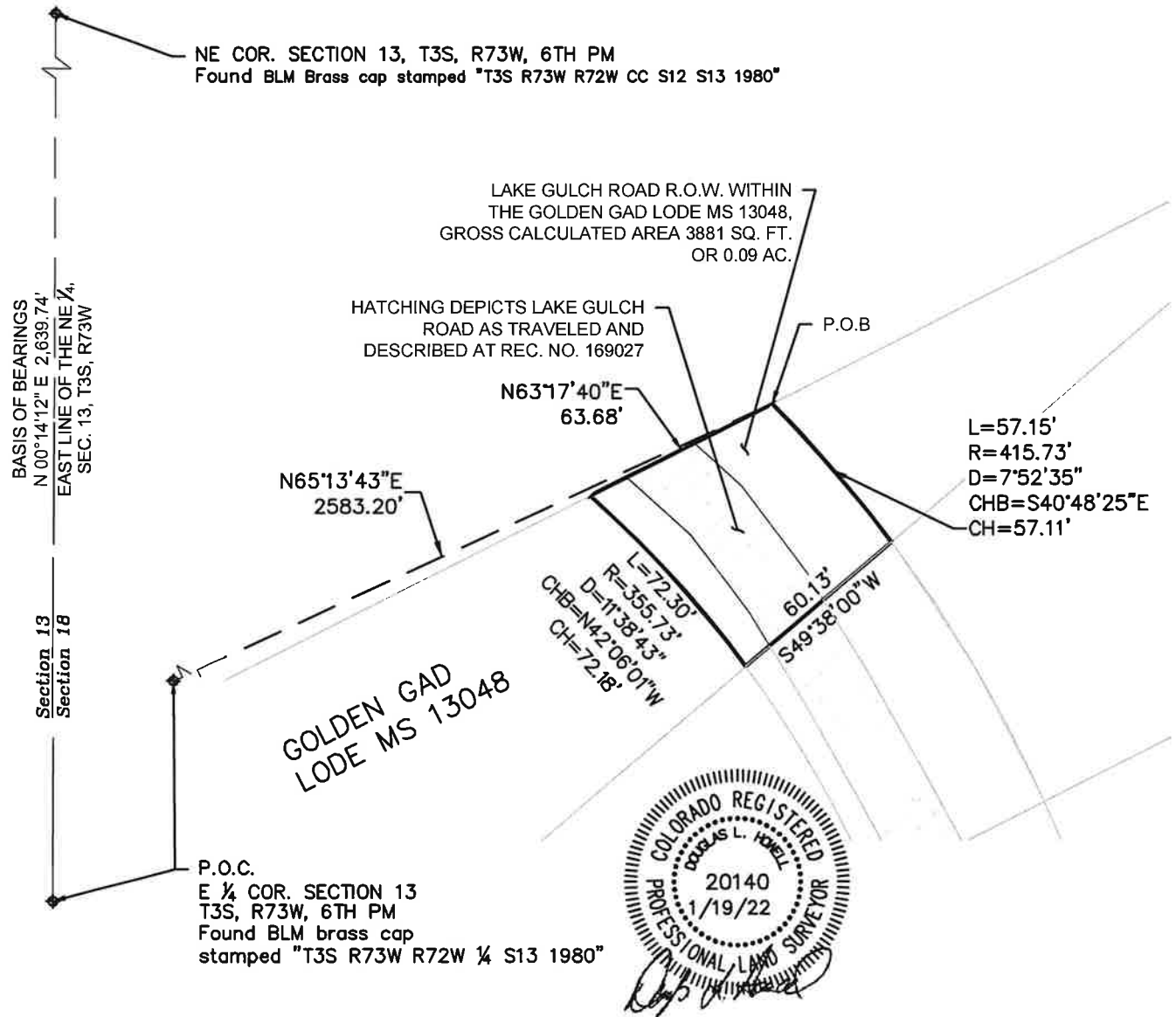


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PARCEL DESCRIPTION LAKE GULCH ROAD R.O.W. WITHIN THE CLAY COUNTY 329B LODE GILPIN COUNTY, COLORADO	
<i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/19/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE GOLDEN GAD LODGE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 65° 13' 43" E a distance of 2,583.20 feet to a point on line 2-3 of the Golden Gad Lode, US Mineral Survey No. 13048, being the Point of Beginning.

Thence along a curve concave to the southwest having a delta angle of 7° 52' 35", having a radius of 415.73 feet, an arc distance of 57.15 feet and whose long chord bears S 40° 48' 25" E for a chord distance of 57.11 feet to the point of intersection with line 7-1 of said Golden Gad Lode;

thence S 49° 38' 00" W along said line 7-1 a distance of 60.13 feet;

thence along a curve concave to the southwest having a delta angle of 11° 38' 43", having a radius of 355.73 feet, an arc distance of 72.30 feet and whose long chord bears N 42° 06' 01" W for a chord distance of 72.18 feet to the point of intersection with said line 2-3 of said Golden Gad Lode;

thence N 63° 17' 40" E along said line 2-3 a distance of 63.68 feet to the Point of Beginning.

Containing 3,881 square feet or 0.09 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 1,468 square feet or 0.03 acres, leaving a net parcel area of 2,413 square feet or 0.06 acres, more or less.

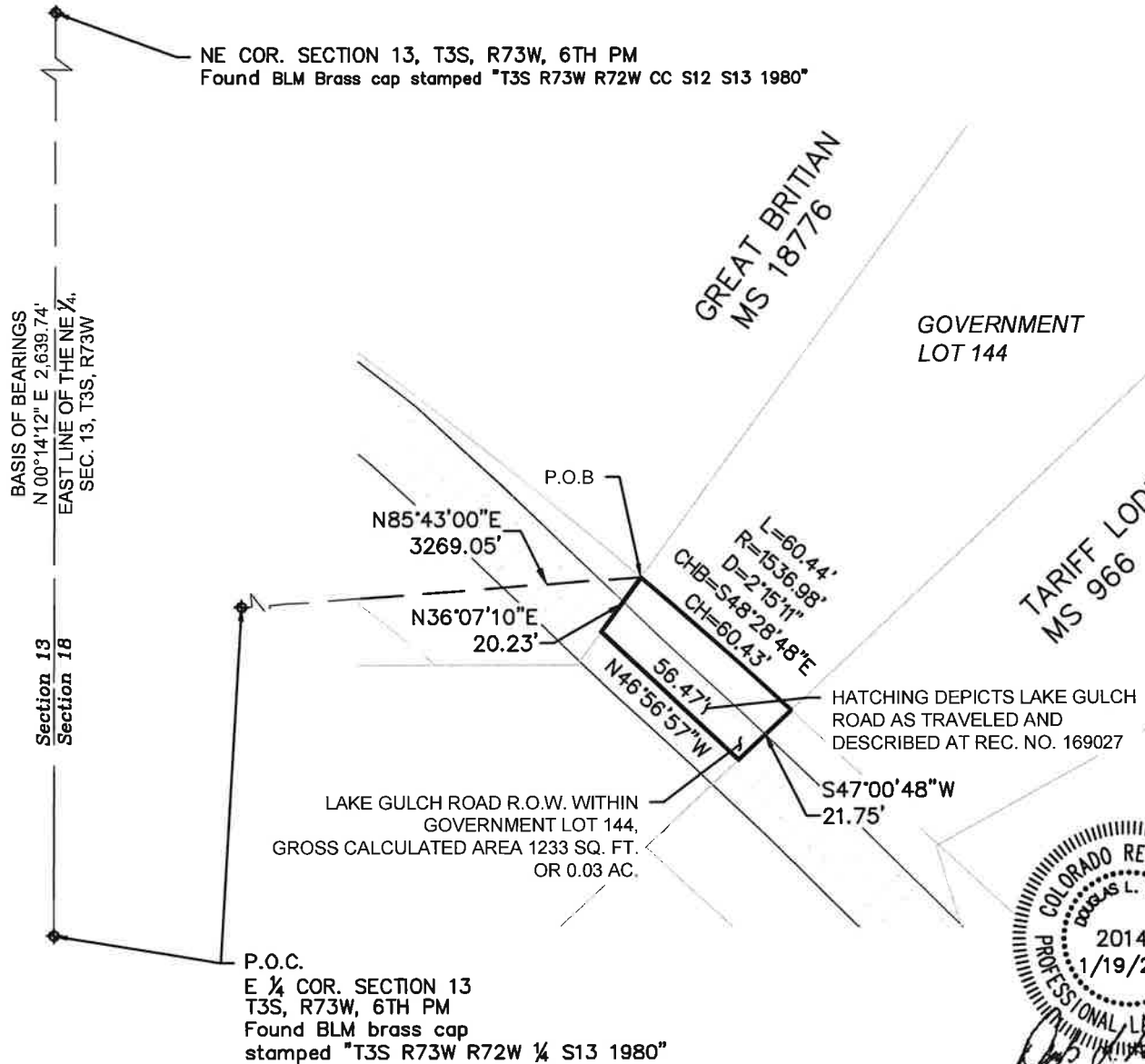


PARCEL DESCRIPTION LAKE GULCH ROAD R.O.W. WITHIN THE GOLDEN GAD LODGE GILPIN COUNTY, COLORADO	
<i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/19/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN GOVERNMENT LOT 144
GILPIN COUNTY, COLORADO

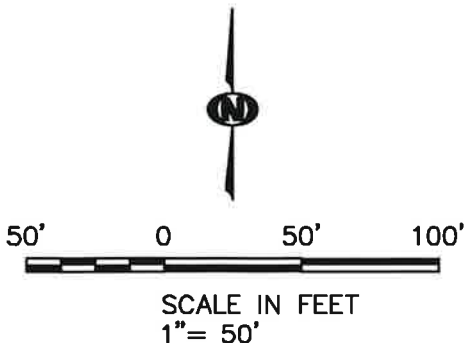
His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2



DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 85° 43' 00" E a distance of 3,269.05 feet to a point on line 5-6 of the Great Britian Lode, US Mineral Survey No. 18776, being the Point of Beginning.

Thence along a curve concave to the southwest having a delta angle of 02° 15' 11", having a radius of 1536.98 feet, an arc distance of 60.44 feet and whose long chord bears S 48° 28' 48" E for a chord distance of 60.43 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966; thence S 47° 00' 48" W along said line 2-1 a distance of 21.75 feet to the point of intersection with the existing centerline of the as traveled centerline of Lake Gulch Road; thence N 46° 56' 57" W along said centerline a distance of 56.47 feet to the point of intersection with said line 5-6 of said Great Britian Lode; thence N 36° 07' 10" E along said line 5-6 a distance of 20.23 feet to Point of Beginning.

Containing 1,233 square feet or 0.03 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 629 square feet or 0.01 acres, leaving a net parcel area of 604 square feet or 0.01 acres, more or less.



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN GOVERNMENT LOT 144
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

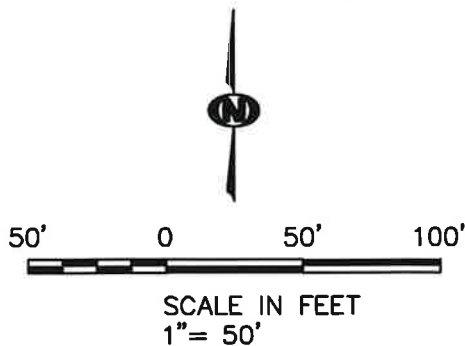
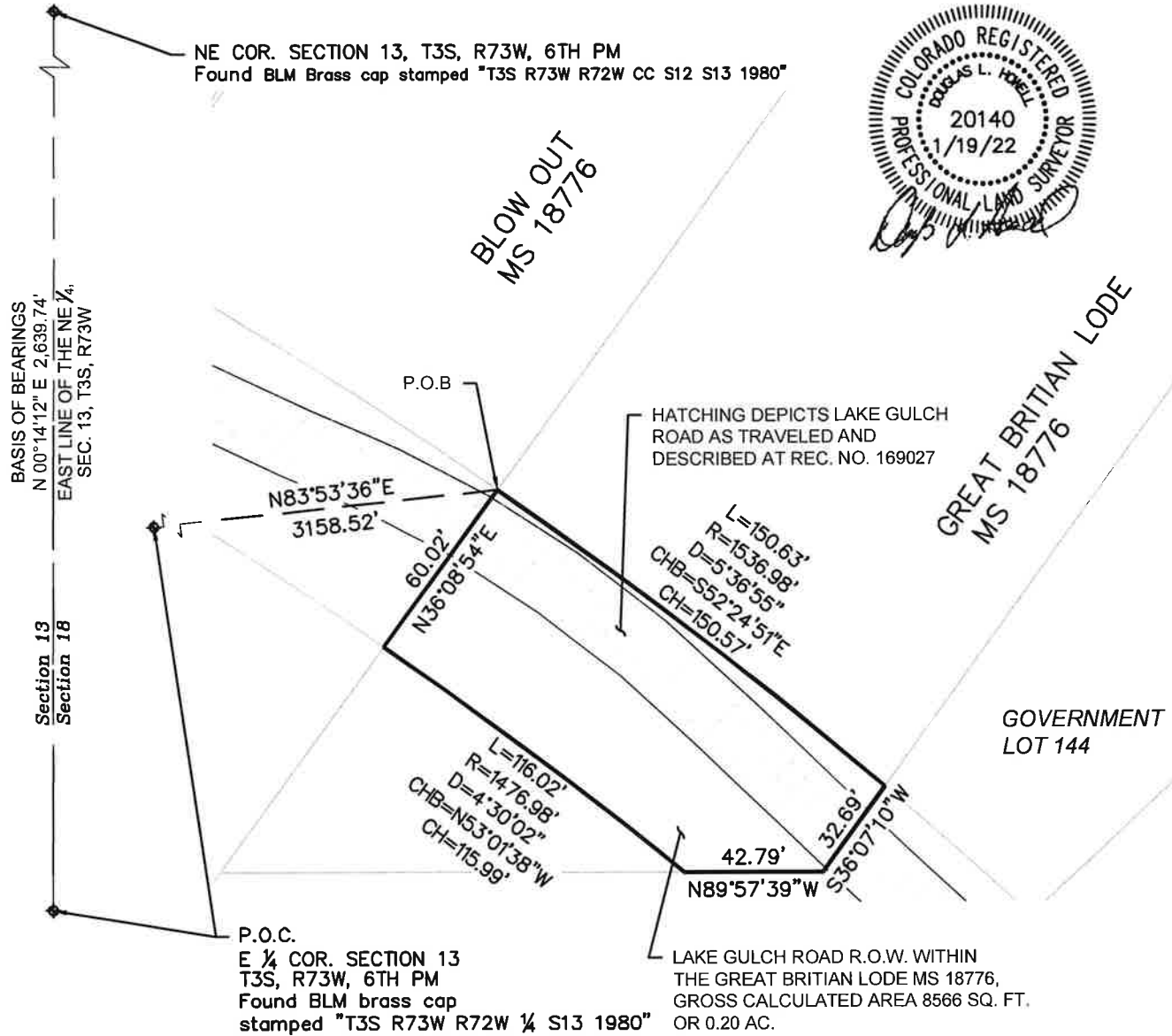
720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE GREAT BRITIAN LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 83° 53' 36" E a distance of 3,158.52 feet to a point on line 4-3 of the Great Britian Lode, US Mineral Survey No. 18776, being the Point of Beginning.

Thence along a non-tangent curve concave to the southwest having a delta angle of 05° 36' 55", having a radius of 1536.98 feet, an arc distance of 150.63 feet and whose long chord bears S 52° 24' 51" E for a chord distance of 150.57 feet to the point of intersection with line 6-5 of said Great Britian Lode;

thence S 36° 07' 10" W along said line 6-5 a distance of 32.69 feet to corner No. 5 of said Great Britian Lode;

thence N 89° 57' 39" W along line 5-4 of said Great Britian Lode a distance of 42.79 feet;

thence along a non-tangent curve concave to the southwest having a delta angle of 04° 30' 02", having a radius of 1476.98 feet, an arc distance of 116.02 feet and whose long chord bears N 53° 01' 38" E for a chord distance of 115.99 feet to the point of intersection with said line 4-3 of said Great Britian Lode;

thence N 36° 08' 54" E along said line 4-3 a distance of 60.02 feet to Point of Beginning.

Containing 8,566 square feet or 0.20 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 3,328 square feet or 0.08 acres, leaving a net parcel area of 5,238 square feet or 0.12 acres, more or less.



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PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE GREAT BRITIAN LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

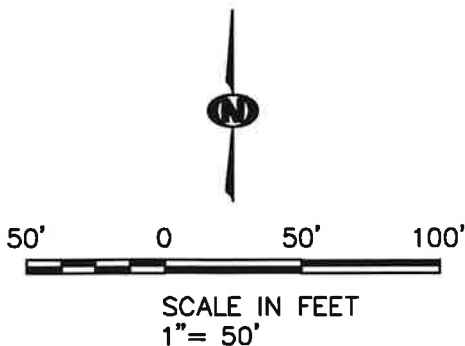
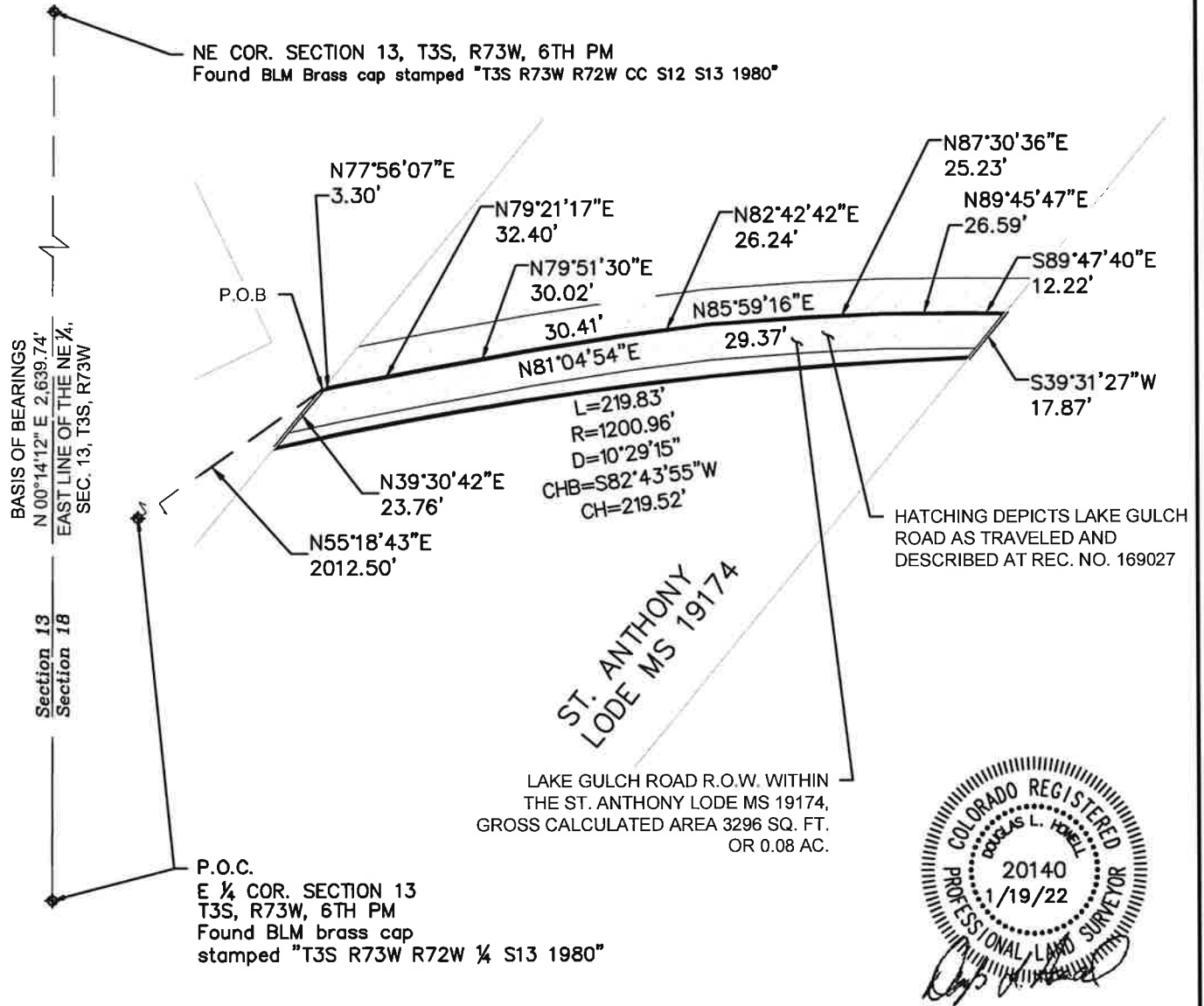
Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



<p>PARCEL DESCRIPTION LAKE GULCH ROAD R.O.W. WITHIN THE ST. ANTHONY LODE GILPIN COUNTY, COLORADO</p>	
<p><i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940</p>	<p>DATE: 1/19/2022</p> <p>DRAWN BY: DEA</p> <p>SCALE: shown</p> <p>SHEET NO. 1 of 2</p>

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 18' 43" E a distance of 2,012.50 feet to a point on line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174, said point also being the approximate as traveled centerline of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence along said centerline the following 9 courses:

1. N 77° 56' 07" E a distance of 3.30 feet;
2. N 79° 21' 17" E a distance of 32.40 feet;
3. N 79° 51' 30" E a distance of 30.02 feet;
4. N 81° 04' 54" E a distance of 30.41 feet;
5. N 82° 42' 42" E a distance of 26.24 feet;
6. N 85° 59' 16" E a distance of 29.37 feet;
7. N 87° 30' 36" E a distance of 25.23 feet;
8. N 89° 45' 47" E a distance of 26.59 feet;
9. S 89° 47' 40" E a distance of 12.22 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 a distance of 17.87 feet;

thence along a curve concave to the southwest having a delta angle of 10° 29' 15", having a radius of 1200.96 feet, an arc distance of 219.83 feet and whose long chord bears S 82° 43' 55" W for a chord distance of 219.52 feet to the point of intersection with said line 4-1 of said St. Anthony Lode;

thence N 39° 30' 42" E along said line 4-1 a distance of 23.76 feet to the Point of Beginning.

Containing 3,296 square feet or 0.08 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 2,387 square feet or 0.05 acres, leaving a net parcel area of 909 square feet or 0.02 acres, more or less.

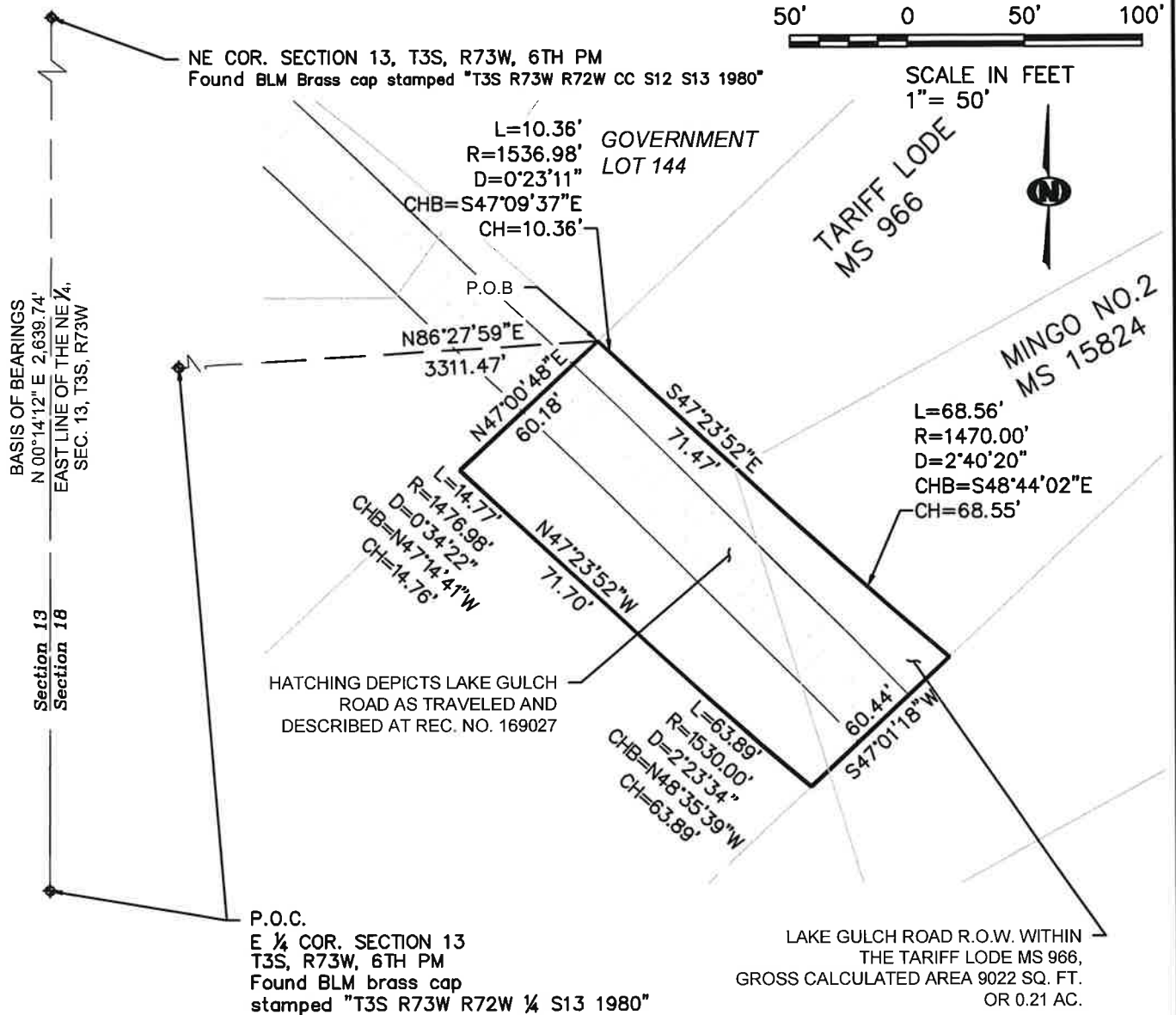


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PARCEL DESCRIPTION LAKE GULCH ROAD R.O.W. WITHIN THE ST. ANTHONY LODGE GILPIN COUNTY, COLORADO	
His Consultants, Inc. 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/19/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE TARIFF LODGE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of Road Right-of-Way located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $86^{\circ}27'59''$ E a distance of 3,311.47 feet to a point on line 1-2 of the Tariff Lode, US Mineral Survey No. 966, being the Point of Beginning.

Thence along a curve concave to the southwest having a delta angle of $00^{\circ}23'11''$, having a radius of 1536.98 feet, an arc distance of 10.36 feet and whose long chord bears S $47^{\circ}09'37''$ E for a chord distance of 10.36 feet;

thence S $47^{\circ}23'52''$ E a distance of 71.47 feet;

thence along a curve concave to the northeast having a delta angle of $02^{\circ}40'20''$, having a radius of 1470.00 feet, an arc distance of 68.56 feet and whose long chord bears S $48^{\circ}44'02''$ E for a chord distance of 68.55 feet to the point of intersection with line 3-4 of said Tariff Lode;

thence S $47^{\circ}01'18''$ W along said line 3-4 a distance of 60.44 feet;

thence along a curve concave to the northeast having a delta angle of $02^{\circ}23'34''$, having a radius of 1530.00 feet, an arc distance of 63.89 feet and whose long chord bears N $48^{\circ}35'39''$ W for a chord distance of 63.89 feet;

thence N $47^{\circ}23'52''$ W a distance of 71.70 feet;

thence along a curve concave to the southwest having a delta angle of $00^{\circ}34'22''$, having a radius of 1476.98 feet, an arc distance of 14.77 feet and whose long chord bears N $47^{\circ}14'41''$ W for a chord distance of 14.76 feet to the point of intersection with said line 1-2 of said Tariff Lode;

thence N $47^{\circ}00'48''$ E along said line 1-2 a distance of 60.18 feet to Point of Beginning.

Containing 9,022 square feet or 0.21 acres, Excepting therefrom that portion of Lake Gulch Road as described in deed recorded at Reception No. 169027, containing a calculated area of 3,299 square feet or 0.08 acres, leaving a net parcel area of 5,724 square feet or 0.13 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD R.O.W. WITHIN THE TARIFF LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

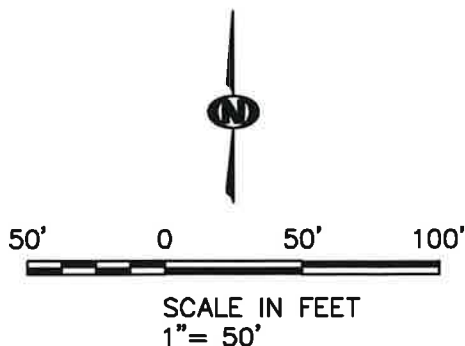
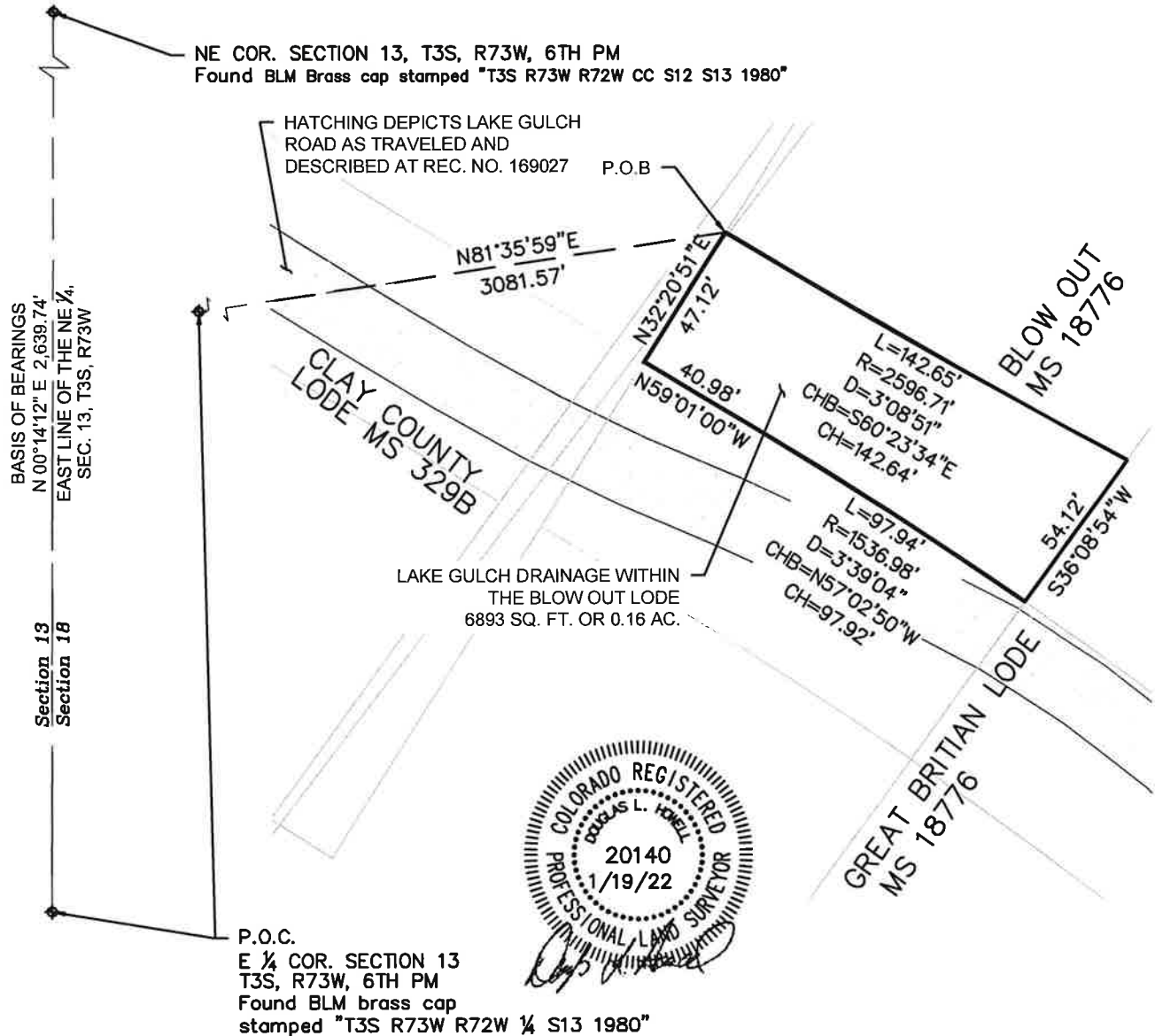
Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE. WITHIN THE BLOW OUT LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 81° 35' 59" E a distance of 3,081.57 feet to a point on line 4-3 of the Clay County Lode, US Mineral Survey No. 329B, being the Point of Beginning.

Thence along a curve concave to the northeast having a delta angle of 03° 08' 51", having a radius of 2596.71 feet, an arc distance of 142.65 feet and whose long chord bears N 60° 23' 34" W for a chord distance of 142.64 feet to the point of intersection with line 3-4 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 08' 54" W along said line 3-4 a distance of 54.12 feet;

thence along a curve concave to the southwest having a delta angle of 03° 39' 04", having a radius of 1536.98 feet, an arc distance of 97.94 feet and whose long chord bears N 57° 02' 50" W for a chord distance of 97.92 feet; thence N 59° 01' 00" W a distance of 40.98 feet to the point of intersection with said line 4-3 of said Clay County Lode;

thence N 32° 20' 51" E along said line 4-3 a distance of 47.12 feet to the Point of Beginning, containing 0.16 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE. WITHIN THE BLOW OUT LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

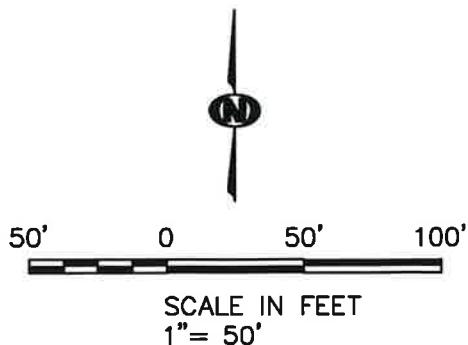
12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/04/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



DATE:	1/20/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 65° 42' 35" E a distance of 2714.05 feet to a point on line 2-3 of the Calumet and Hecla Lode, US Mineral Survey No. 11267, being the Point of Beginning.

Thence along a curve concave to the southwest having a delta angle of 26° 57' 51", having a radius of 320.37 feet, an arc distance of 150.77 feet and whose long chord bears S 21° 58' 12" E for a chord distance of 149.39 feet; thence S 16° 43' 26" E a distance of 3.26 feet to the point of intersection with line 4-5 of said Calumet and Hecla Lode; thence S 49° 29' 47" W along said line 4-5 a distance of 102.16 feet; thence N 24° 26' 27" W a distance of 58.52 feet; thence along a curve concave to the southwest having a delta angle of 12° 25' 40", having a radius of 415.73 feet, an arc distance of 90.18 feet and whose long chord bears N 30° 39' 17" W for a chord distance of 90.00 feet to the point of intersection with said line 2-3 of said Calumet and Hecla Lode; thence N 49° 38' 00" E along said line 2-3 a distance of 119.37 feet to the Point of Beginning, containing 0.38 acres, more or less.

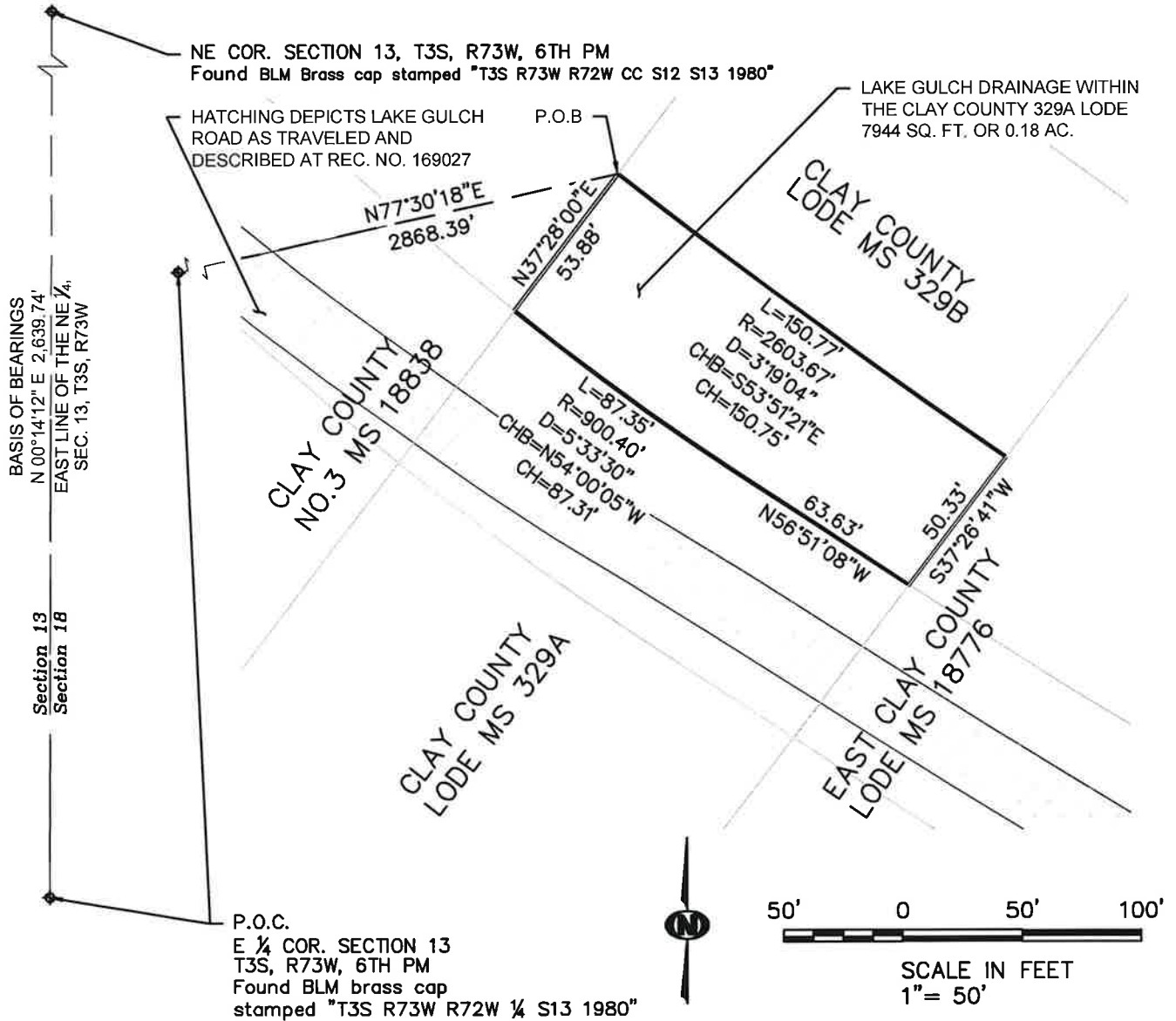


DKL

PARCEL DESCRIPTION LAKE GULCH ROAD DRAINAGE WITHIN THE CALUMET & HECLA LODE GILPIN COUNTY, COLORADO	
<i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/04/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE WITHIN THE CLAY COUNTY 329A LODE
GILPIN COUNTY, COLORADO

Hib Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 77° 30' 18" E a distance of 2,868.39 feet to a point on line 2-1 of the Clay County Lode, US Mineral Survey No. 329A, being the Point of Beginning.

Thence along a curve concave to the northeast having a delta angle of 03° 19' 04", having a radius of 2603.67 feet, an arc distance of 150.77 feet and whose long chord bears S 53° 51' 21" E for a chord distance of 150.75 feet to the point of intersection with line 3-4 of said Clay County Lode; thence S 37° 26' 41" W along said line 3-4 of said Clay County Lode a distance of 50.33 feet; thence N 56° 51' 08" W a distance of 63.63 feet; thence along a curve concave to the northeast having a delta angle of 05° 33' 30", having a radius of 900.40 feet, an arc distance of 87.35 feet and whose long chord bears N 54° 00' 05" W for a chord distance of 87.31 feet to the point of intersection with said line 1-2 of said Clay County Lode; thence N 37° 28' 00" E along said line 1-2 of said Clay County Lode, a distance of 53.88 feet to the Point of Beginning, containing 0.18 acres, more or less.

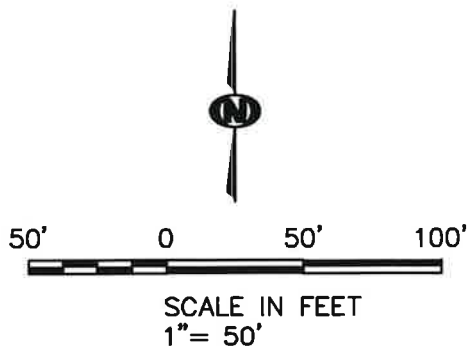
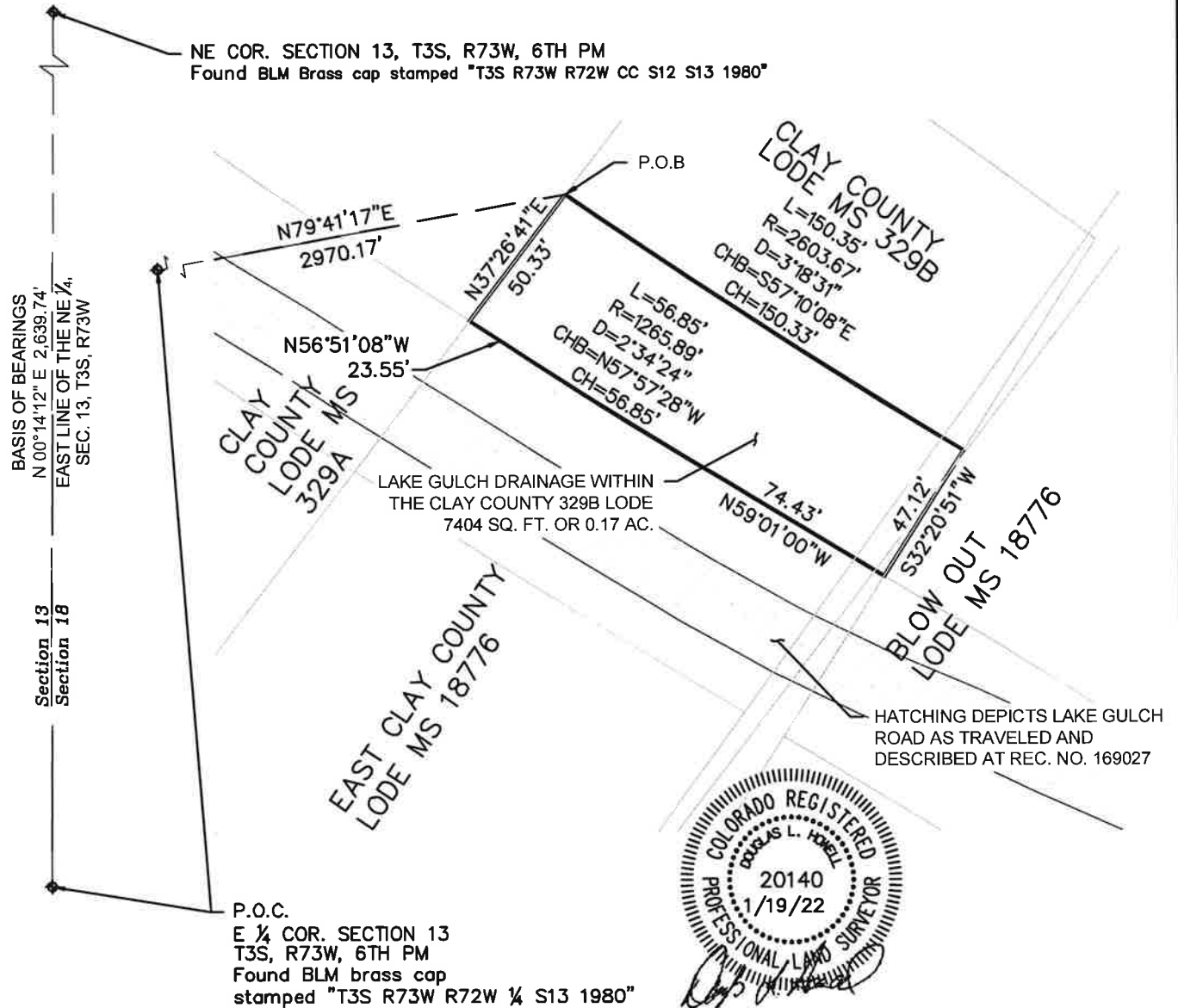


DKL

PARCEL DESCRIPTION LAKE GULCH ROAD DRAINAGE WITHIN THE CLAY COUNTY 329A LODE GILPIN COUNTY, COLORADO	
<i>Hib</i> Consultants, Inc. 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/04/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE WITHIN THE CLAY COUNTY 329B LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 79° 41' 17" E a distance of 2,970.17 feet to a point on line 4-3 of the Clay County Lode, US Mineral Survey No. 329A, being the Point of Beginning.

Thence along a curve concave to the northeast having a delta angle of 03° 18' 31", having a radius of 2603.67 feet, an arc distance of 150.35 feet and whose long chord bears S 57° 10' 08" E for a chord distance of 150.33 feet to the point of intersection with line 4-3 of the Clay County Lode, US Mineral Survey No. 329B;

thence S 32° 20' 51" W along said line 4-3 of said Clay County Lode a distance of 47.12 feet;

thence N 59° 01' 00" W a distance of 74.43 feet;

thence along a curve concave to the northeast having a delta angle of 02° 34' 24", having a radius of 1265.89 feet, an arc distance of 56.85 feet and whose long chord bears N 57° 57' 28" W for a chord distance of 56.85 feet;

thence N 56° 51' 08" W a distance of 23.55 feet to the point of intersection with said line 4-3 of said Clay County Lode, US Mineral Survey No. 329A;

thence N 37° 26' 41" E along said line 4-3 of said Clay County Lode, a distance of 50.33 feet to the Point of Beginning, containing 0.17 acres, more or less.

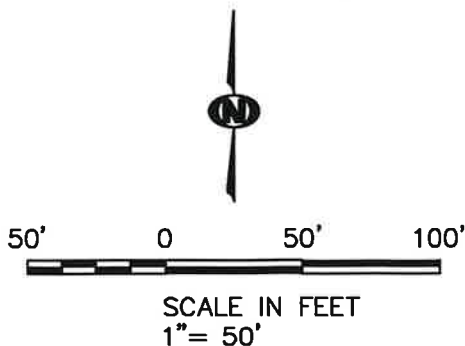
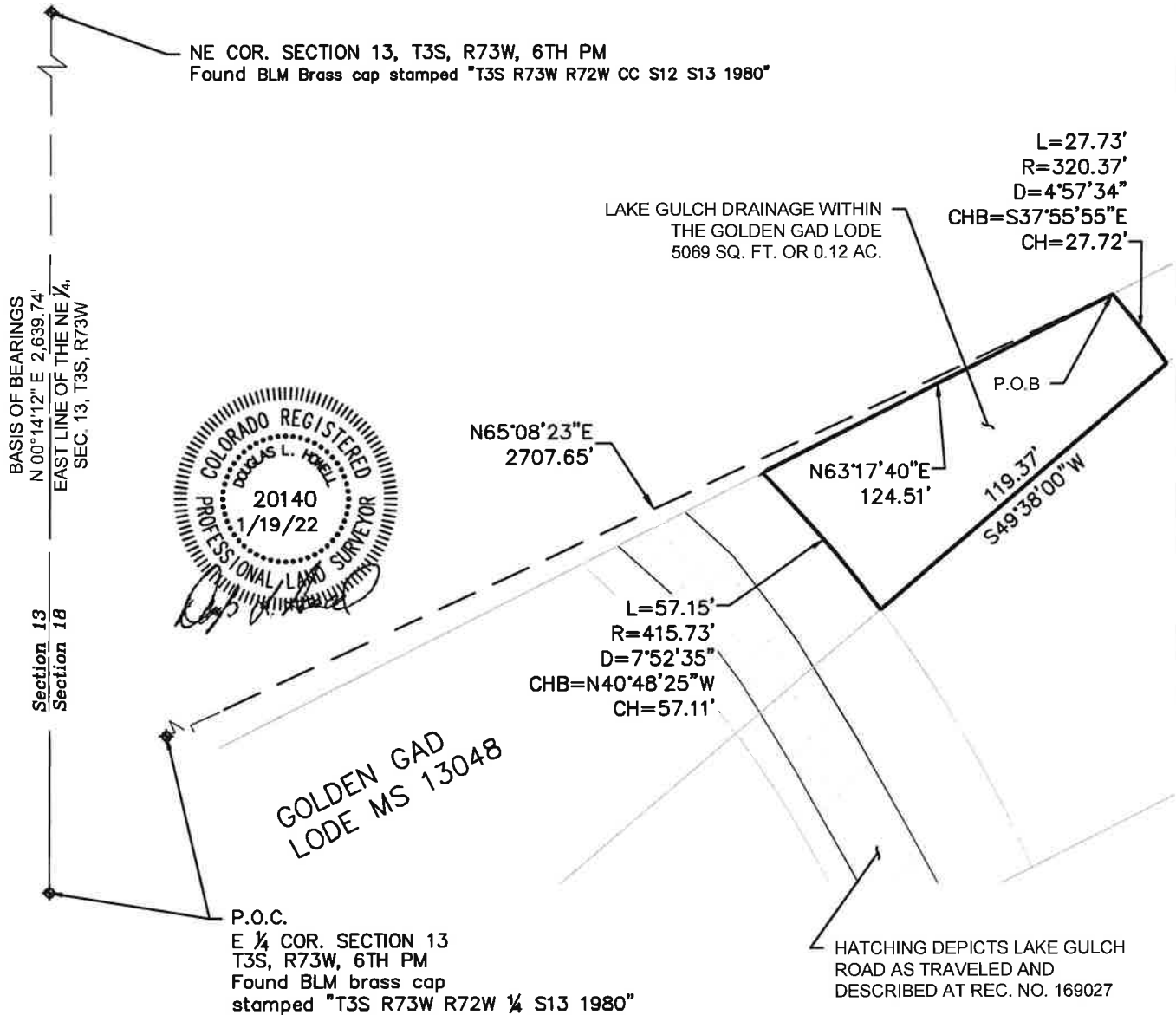


DKL

PARCEL DESCRIPTION LAKE GULCH ROAD DRAINAGE WITHIN THE CLAY COUNTY 329B LODE GILPIN COUNTY, COLORADO	
<i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/04/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



<p>PARCEL DESCRIPTION LAKE GULCH ROAD DRAINAGE WITHIN THE GOLDEN GAD LODGE GILPIN COUNTY, COLORADO</p>	
<p><i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940</p>	<p>DATE: 1/19/2022 DRAWN BY: DEA SCALE: shown SHEET NO. 1 of 2</p>

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 65° 08' 23" E a distance of 2707.65 feet to a point on line 2-3 of the Golden Gad Lode, US Mineral Survey No. 13048, being the Point of Beginning.

Thence along a curve concave to the southwest having a delta angle of 4° 57' 34", having a radius of 320.37 feet, an arc distance of 27.73 feet and whose long chord bears S 37° 55' 55" E for a chord distance of 27.72 feet to the point of intersection with line 7-1 of said Golden Gad Lode;

thence S 49° 38' 00" W along said line 7-1 a distance of 119.37 feet; thence along a curve concave to the southwest having a delta angle of 7° 52' 35", having a radius of 415.73 feet, an arc distance of 57.15 feet and whose long chord bears N 40° 48' 25" W for a chord distance of 57.11 feet to the point of intersection with said line 2-3 of said Golden Gad Lode;

thence N 63° 17' 40" E along said line 2-3 a distance of 124.51 feet to the Point of Beginning, containing 0.12 acres, more or less.

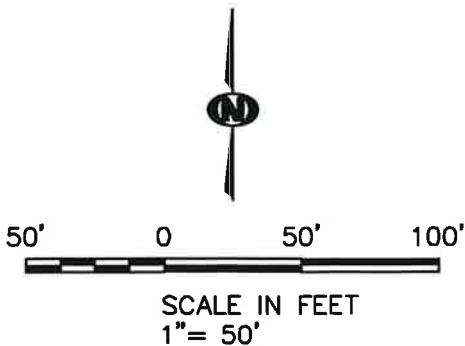
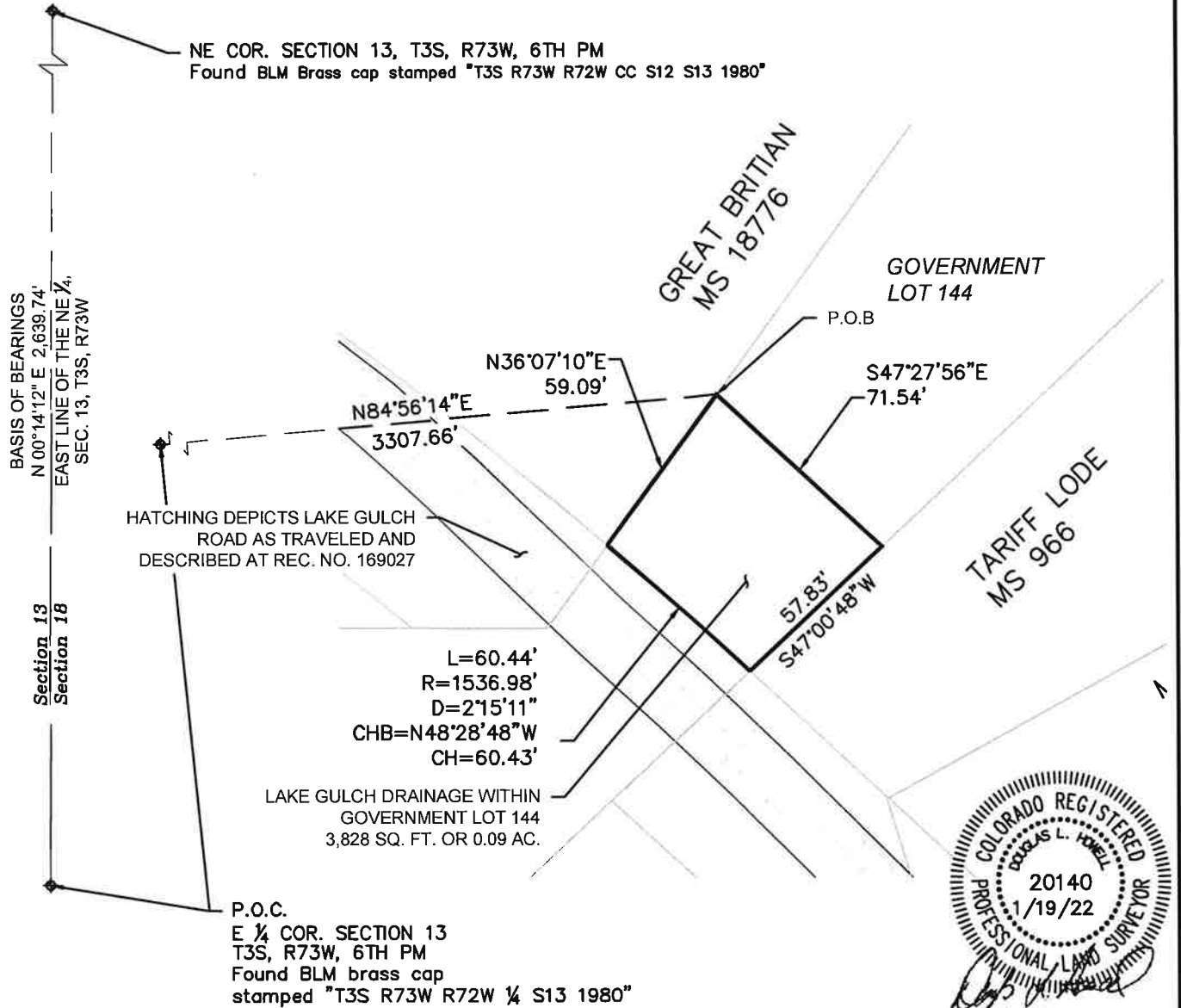


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PARCEL DESCRIPTION LAKE GULCH ROAD DRAINAGE WITHIN THE GOLDEN GAD LODE GILPIN COUNTY, COLORADO	
His Consultants, Inc. 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/04/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE WITHIN GOVERNMENT LOT 144
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 84° 56' 14" E a distance of 3,307.66 feet to a point on line 5-6 of the Great Britian Lode, US Mineral Survey No. 18776, being the Point of Beginning.

Thence S 47° 27' 56" E a distance of 71.54 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966; thence S 47° 00' 48" W along said line 2-1 a distance of 57.83 feet; thence along a curve concave to the southwest having a central angle of 02° 15' 11", having a radius of 1536.98 feet, an arc distance of 60.44 feet and whose long chord bears N 48° 28' 48" W for a distance of 60.43 feet to the point of intersection with said line 5-6 of said Great Britian Lode; thence N 36° 07' 10" E for a distance of 59.09 feet to the Point of Beginning, containing 0.09 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE WITHIN GOVERNMENT LOT 144
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

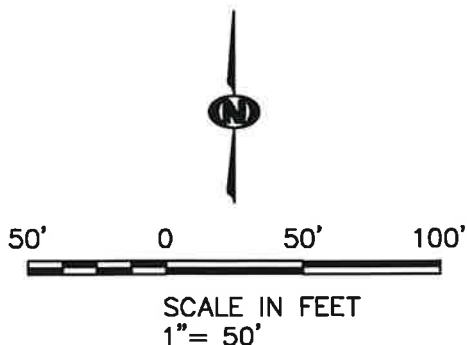
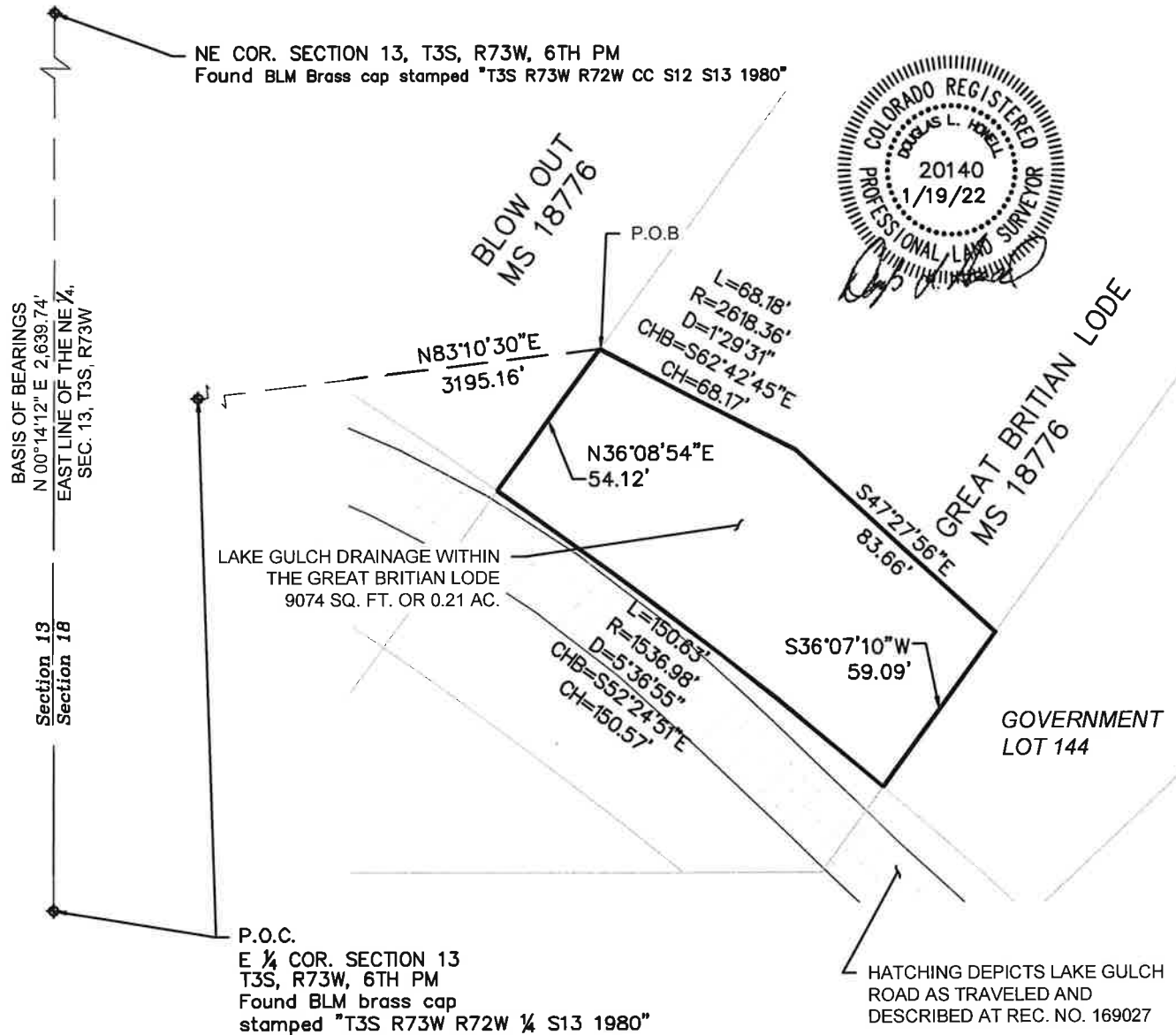
Lakewood, Colorado

720-273-9940

DATE:	1/04/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE THE GREAT BRITIAN LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 83° 10' 30" E a distance of 3,195.16 feet to a point on line 4-3 of the Great Britian Lode, US Mineral Survey No. 18776, being the Point of Beginning.

Thence along a non-tangent curve concave to the northeast having a delta angle of 01° 29' 31", having a radius of 2618.36 feet, an arc distance of 68.18 feet and whose long chord bears S 62° 42' 45" E for a chord distance of 68.17 feet;

thence S 47° 27' 56" E a distance of 83.66 feet to the point of intersection with line 6-5 of said Great Britian Lode;

thence S 36° 07' 10" W along said line 6-5 a distance of 59.09 feet;

thence along a non-tangent curve concave to the southwest having a delta angle of 05° 36' 55", having a radius of 1536.98 feet, an arc distance of 150.63 feet and whose long chord bears N 52° 24' 51" W for a chord distance of 150.57 feet to the point of intersection with said line 4-3 of said Great Britian Lode;

thence N 36° 08' 54" E along said line 4-3 a distance of 54.12 feet to Point of Beginning, containing 0.21 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE THE GREAT BRITIAN LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

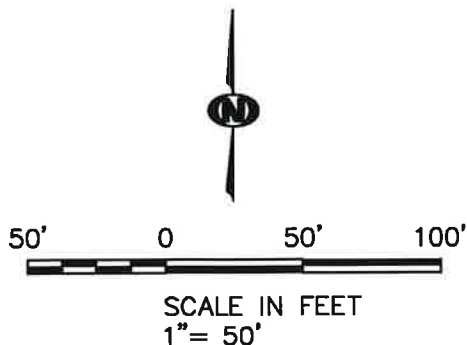
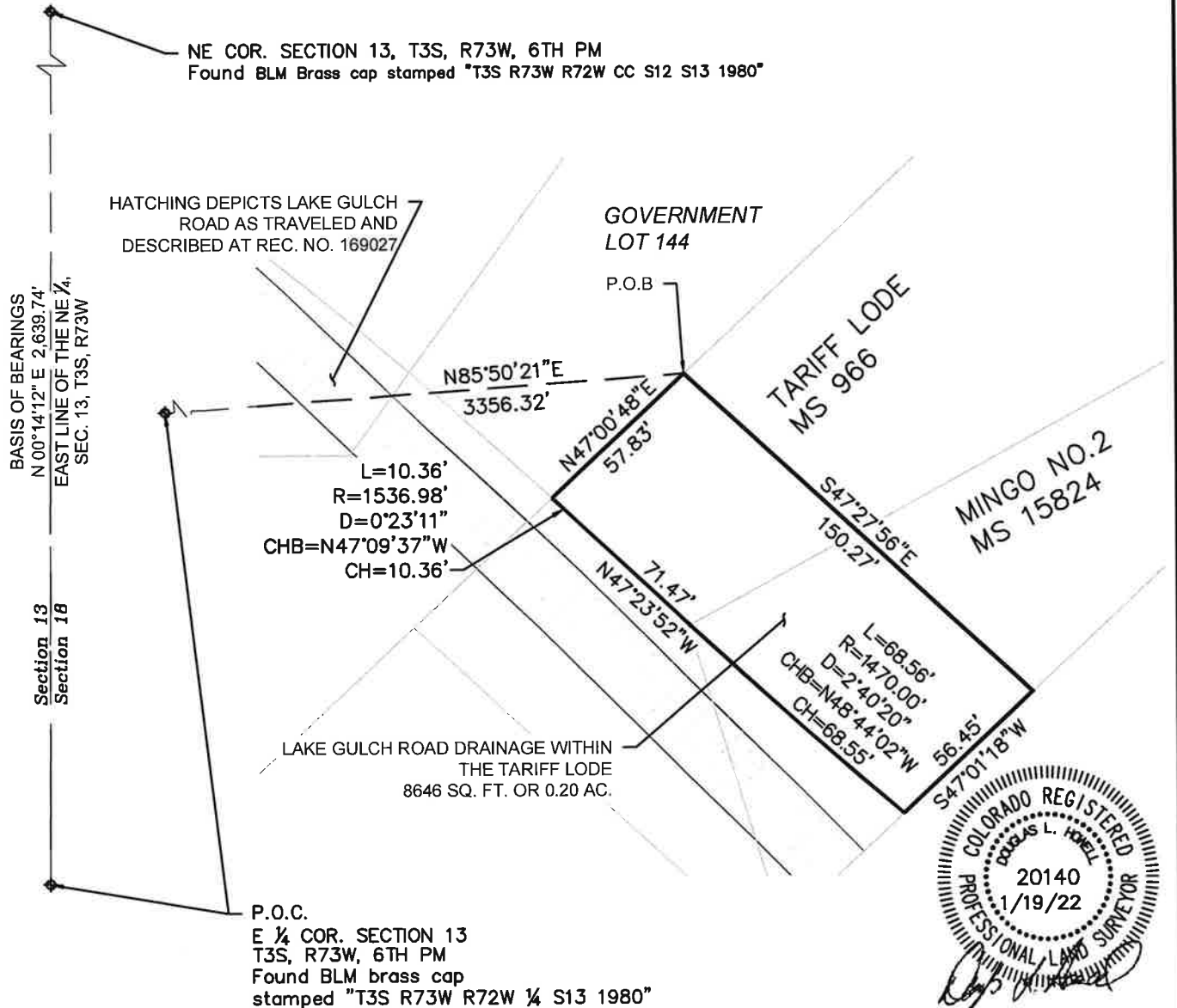
Lakewood, Colorado

720-273-9940

DATE:	1/04/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE WITHIN THE TARIFF LODE
GILPIN COUNTY, COLORADO

H's Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Drainage and Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 85° 50' 21" E a distance of 3,356.32 feet to a point on line 1-2 of the Tariff Lode, US Mineral Survey No. 966, being the Point of Beginning.

Thence S 47° 27' 56" E a distance of 150.27 feet to the point of intersection with line 3-4 of said Tariff Lode;

thence S 47° 01' 18" W along said line 3-4 for a distance of 56.45 feet to the point of intersection with the northerly Right-of-Way of Lake Gulch Road;
thence along said northerly Right-of-Way along a non-tangent curve concave to the northeast having a central angle of 02° 40' 20", having a radius of 1470.00 feet, an arc distance of 68.56 feet and whose long chord bears N 48° 44' 02" W for a chord distance of 68.55 feet;

thence continuing along said northerly Right-of-Way N 47° 23' 52" W for a distance of 71.47 feet;

thence continuing along said northerly Right-of-Way along a curve concave to the southwest having a central angle of 00° 23' 11", having a radius of 1536.98 feet, an arc distance of 10.36 feet and whose long chord bears N 47° 09' 37" W for a chord distance of 10.36 feet to the point of intersection with said line 1-2 of said Tariff Lode;

thence N 47° 00' 48" E along said line 1-2 a distance of 57.83 feet to the Point of Beginning containing 0.20 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD DRAINAGE WITHIN THE TARIFF LODGE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

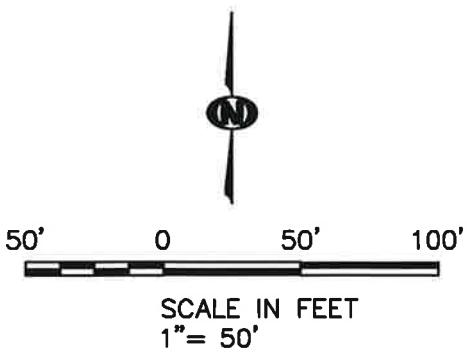
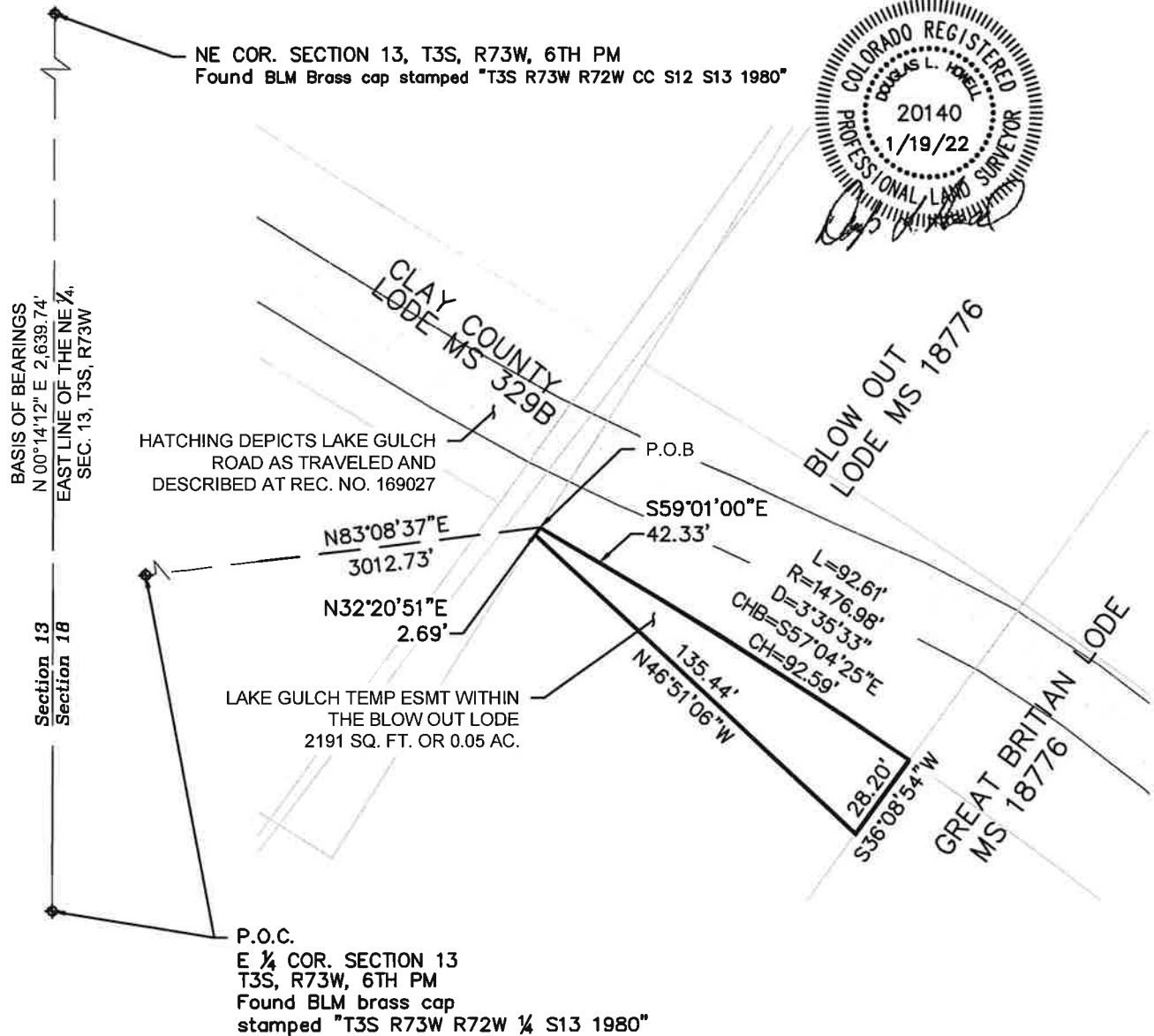
Lakewood, Colorado

720-273-9940

DATE:	1/04/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
 OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION LAKE GULCH ROAD TEMP ESMT WITHIN THE BLOW OUT LODGE GILPIN COUNTY, COLORADO	
His Consultants, Inc. 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/19/2022 DRAWN BY: DEA SCALE: shown SHEET NO. 1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Temporary Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 83° 08' 37" E a distance of 3,012.73 feet to a point on line 4-3 of the Clay County Lode, US Mineral Survey No. 329B, being the Point of Beginning.

Thence S 59° 01' 00" E a distance of 42.33 feet;
thence along a curve concave to the southwest having a delta angle of 03° 35' 33", having a radius of 1476.98 feet, an arc distance of 92.61 feet and whose long chord bears S 57° 04' 25" E for a chord distance of 92.59 feet to the point of intersection with line 4-3 of the Blow Out Lode, US Mineral Survey No. 18776;
thence S 36° 08' 54" W along said line 4-3 a distance of 28.20 feet;
thence N 46° 51' 06" W a distance of 135.44 feet to the point of intersection with said line 4-3 of said Clay County Lode;
thence N 32° 20' 51" E along said line 4-3 a distance of 2.69 feet to the Point of Beginning, containing 0.05 acres, more or less.

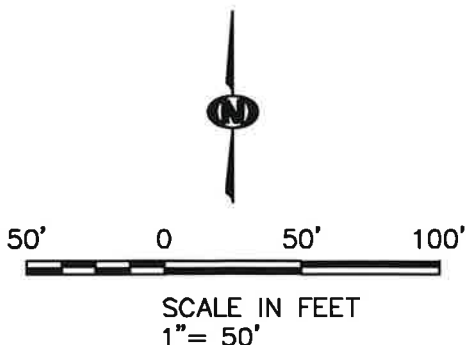
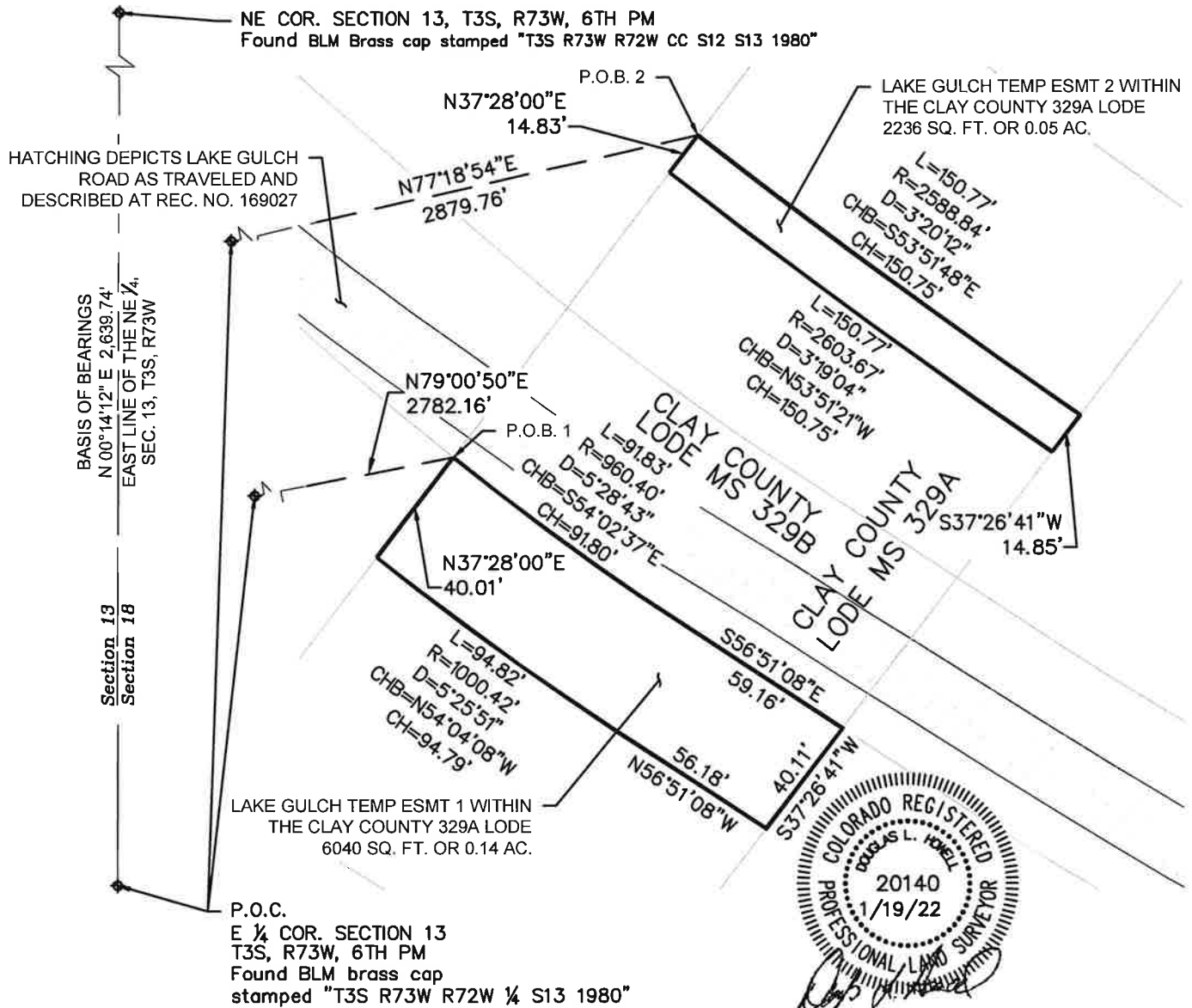


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PARCEL DESCRIPTION LAKE GULCH ROAD TEMP ESMT WITHIN THE BLOW OUT LODGE GILPIN COUNTY, COLORADO	
His Consultants, Inc. 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/04/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMTS WITHIN THE CLAY COUNTY 329A LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 3

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION (Temp easement 1)

A parcel of land for the purpose of a Temporary Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 79° 00' 50" E a distance of 2,782.16 feet to a point on line 1-2 of the Clay County Lode, US Mineral Survey No. 329A, being the Point of Beginning.

Thence along a curve concave to the northeast having a delta angle of 05° 28' 43", having a radius of 960.40 feet, an arc distance of 91.83 feet and whose long chord bears S 54° 02' 37" E for a chord distance of 91.80 feet;

thence S 56° 51' 08" W a distance of 59.16 feet to the point of intersection with line 3-4 of said Clay County Lode;

thence S 37° 26' 41" W along said line 3-4 a distance of 40.11 feet;

thence N 56° 51' 08" W a distance of 56.18 feet;

thence along a curve concave to the northeast having a delta angle of 5° 25' 51", having a radius of 1000.42 feet, an arc distance of 94.82 feet and whose long chord bears N 54° 04' 08" W for a chord distance of 94.79 feet to the point of intersection with said line 1-2;

thence N 37° 28' 00" E along said line 1-2 a distance of 40.01 feet to the Point of Beginning, containing 0.14 acres, more or less.



DKL

PARCEL DESCRIPTION LAKE GULCH ROAD TEMP ESMTS WITHIN THE CLAY COUNTY 329A LODE GILPIN COUNTY, COLORADO	
His Consultants, Inc. 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/04/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 3

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION (Temp easement 2)

A parcel of land for the purpose of a Temporary Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 77° 18' 54" E a distance of 2,879.76 feet to a point on line 1-2 of the Clay County Lode, US Mineral Survey No. 329A, being the Point of Beginning.

Thence along a curve concave to the northeast having a delta angle of 03° 20' 12", having a radius of 2588.84 feet, an arc distance of 150.77 feet and whose long chord bears S 53° 51' 48" E for a chord distance of 150.75 feet to the point of intersection with line 3-4 of said Clay County Lode;

thence S 37° 26' 41" W along said line 3-4 a distance of 14.85 feet;

thence along a curve concave to the northeast having a delta angle of 03° 19' 04", having a radius of 2603.67 feet, an arc distance of 150.77 feet and whose long chord bears N 53° 51' 21" W for a chord distance of 150.75 feet to the point of intersection with said line 1-2;

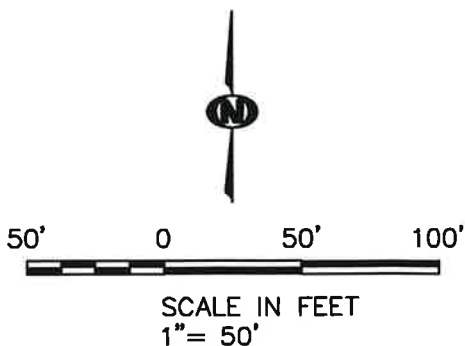
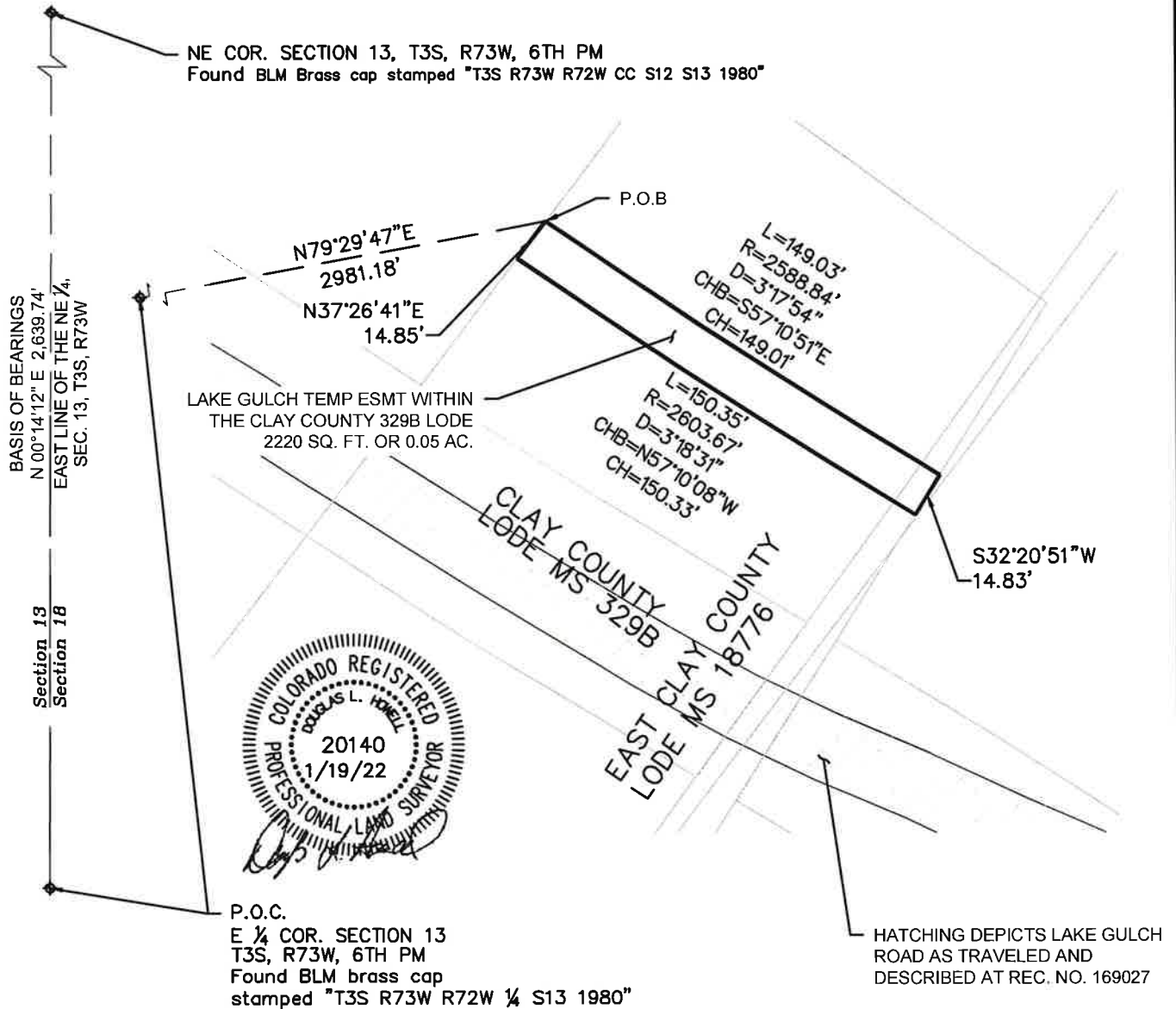
thence N 37° 28' 00" E along said line 1-2 a distance of 14.83 feet to the Point of Beginning, containing 0.05 acres, more or less.



PARCEL DESCRIPTION LAKE GULCH ROAD TEMP ESMTS WITHIN THE CLAY COUNTY 329A LODE GILPIN COUNTY, COLORADO	
<i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/04/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 3 of 3

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMT WITHIN THE CLAY COUNTY 329B LODE
GILPIN COUNTY, COLORADO

Hi's Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Temporary Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $79^{\circ}29'47''$ E a distance of 2,981.18 feet to a point on line 4-3 of the Clay County Lode, US Mineral Survey No. 329A, being the Point of Beginning.

Thence along a curve concave to the northeast having a delta angle of $03^{\circ}17'54''$, having a radius of 2588.84 feet, an arc distance of 149.03 feet and whose long chord bears S $57^{\circ}10'51''$ E for a chord distance of 149.01 feet to the point of intersection with line 4-3 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $32^{\circ}20'51''$ W along said line 4-3 of said Clay County Lode Survey No. 329B a distance of 14.83 feet;

thence along a curve concave to the northeast having a delta angle of $03^{\circ}18'31''$, having a radius of 2603.67 feet, an arc distance of 150.35 feet and whose long chord bears N $57^{\circ}10'08''$ W for a chord distance of 150.33 feet to the point of intersection with said line of said Clay County Lode Survey No. 329A;

thence N $37^{\circ}26'41''$ E a distance of 14.85 feet to the Point of Beginning, containing 0.05 acres, more or less.

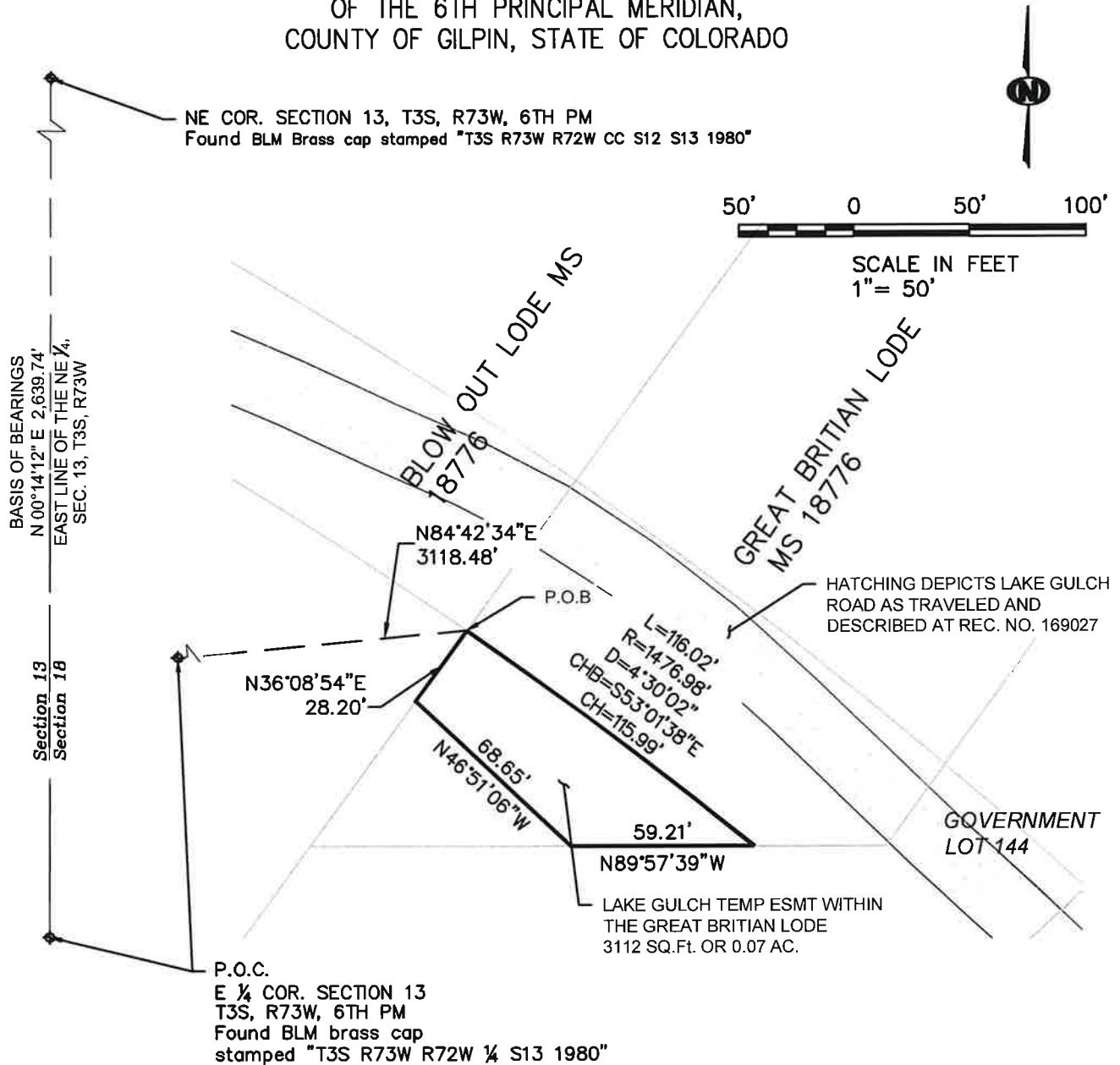


DKL

PARCEL DESCRIPTION LAKE GULCH ROAD TEMP ESMT WITHIN THE CLAY COUNTY 329B LODE GILPIN COUNTY, COLORADO	
His Consultants, Inc. 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940	DATE: 1/19/2022
	DRAWN BY: DEA
	SCALE: shown
	SHEET NO. 2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMT WITHIN THE GREAT BRITIAN LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

DKL

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Temporary Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 84° 42' 34" E a distance of 3,118.48 feet to a point on line 4-3 of the Great Britian Lode, US Mineral Survey No. 18776, being the Point of Beginning.

Thence along a non-tangent curve concave to the northeast having a delta angle of 04° 30' 02", having a radius of 1476.98 feet, an arc distance of 116.02 feet and whose long chord bears S 53° 01' 38" E for a chord distance of 115.99 feet to the point of intersection with line 5-4 of said Great Britian Lode;

thence N 89° 57' 39" W along said line 5-4 a distance of 59.21 feet;

thence N 46° 51' 06" W a distance of 68.65 feet to the point of intersection with said line 4-3 of said Great Britian Lode;

thence N 36° 08' 54" E along said line 4-3 a distance of 28.20 feet to the Point of Beginning, containing 0.07 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMT WITHIN THE GREAT BRITIAN LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

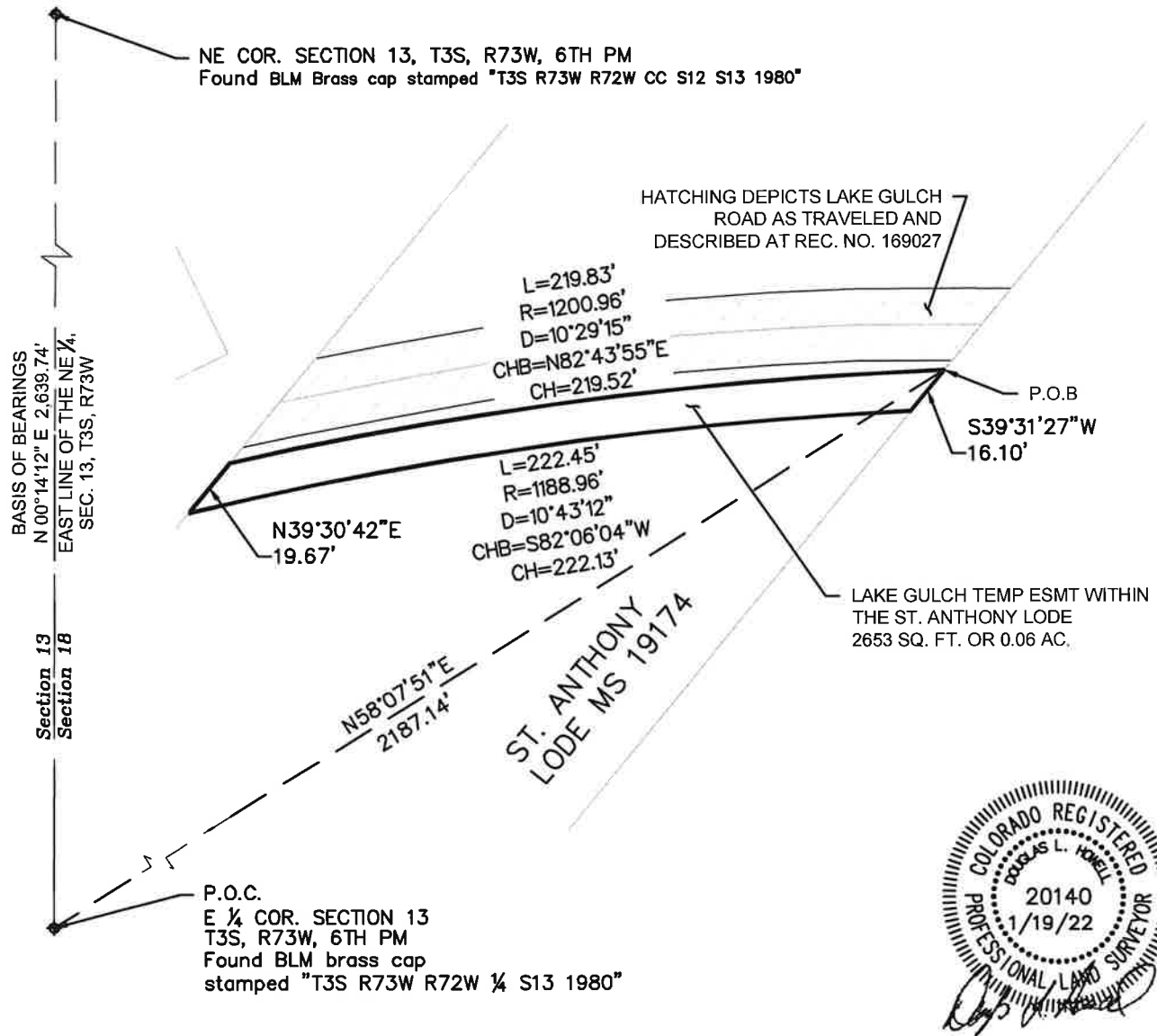
Lakewood, Colorado

720-273-9940

DATE:	1/04/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMT WITHIN THE ST. ANTHONY LODE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Temporary Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 58° 07' 51" E a distance of 2187.14 feet to a point on line 2-3 of the St. Anthony Lode, US Mineral Survey No. 19174, being the Point of Beginning.

Thence S 39° 31' 27" W along said line 2-3 a distance of 16.10 feet;
thence along a curve concave to the southwest having a delta angle of 10° 43' 12", having a radius of 1188.96 feet, an arc distance of 222.45 feet and whose long chord bears S 82° 06' 04" W for a chord distance of 222.13 feet to the point of intersection with said line 4-1 of said St. Anthony Lode;
thence N 39° 30' 42" E along said line 4-1 a distance of 19.67 feet;
thence along a curve concave to the southwest having a delta angle of 10° 29' 15", having a radius of 1200.96 feet, an arc distance of 219.83 feet and whose long chord bears N 82° 43' 55" E for a chord distance of 219.52 feet to the Point of Beginning, containing 0.06 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMT WITHIN THE ST. ANTHONY LODGE
GILPIN COUNTY, COLORADO

Hib Consultants, Inc.

12041 W. Louisiana Ave.

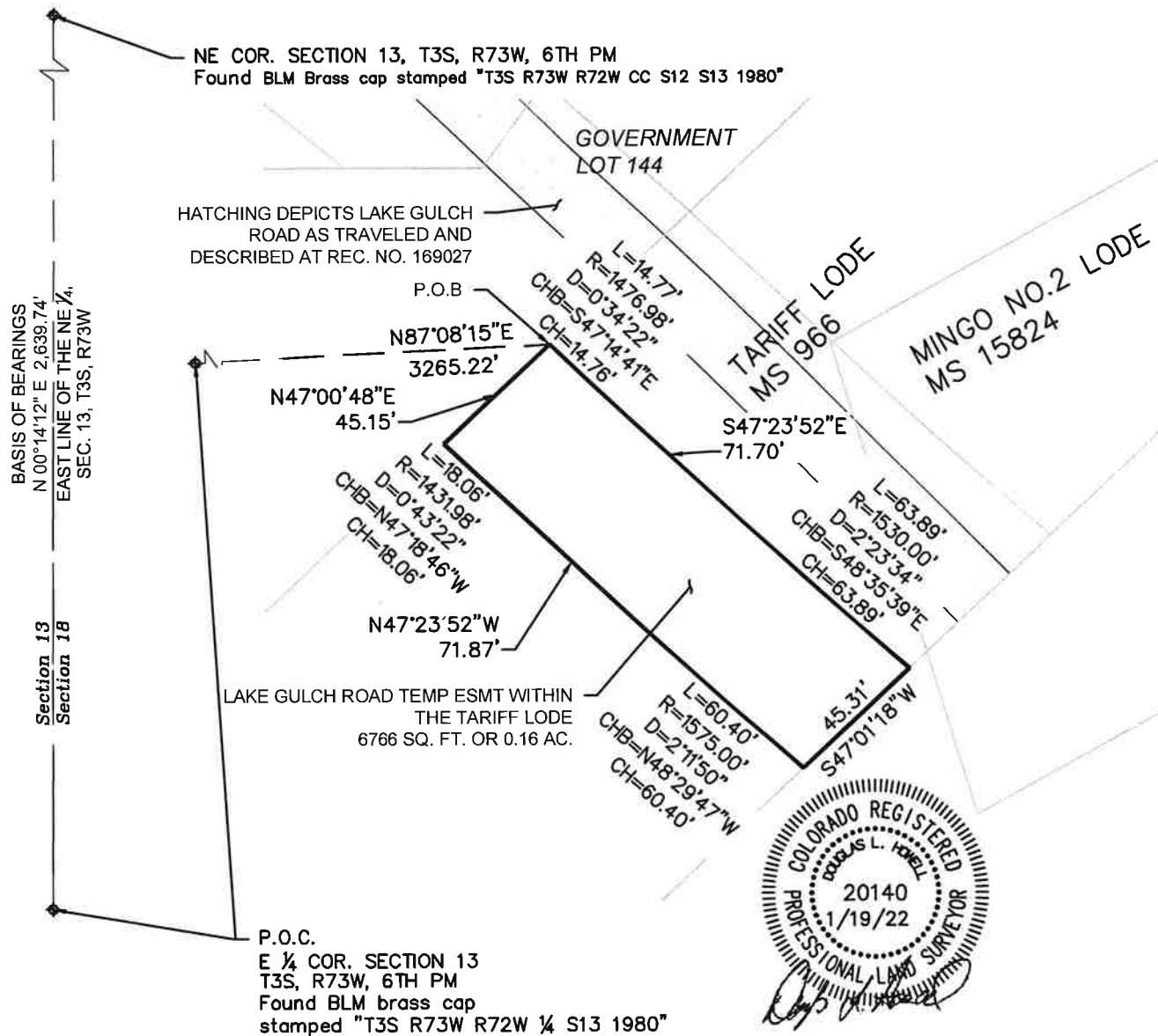
Lakewood, Colorado

720-273-9940

DATE:	1/04/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO



PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMT WITHIN THE TARIFF LODGE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	1 of 2

EXHIBIT "A"

LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GILPIN, STATE OF COLORADO

PARCEL DESCRIPTION

A parcel of land for the purpose of a Temporary Construction Easement located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 87° 08' 15" E a distance of 3,265.22 feet to a point on line 1-2 of the Tariff Lode, US Mineral Survey No. 966, being the Point of Beginning.

thence along the Lake Gulch Road Right-of-Way and along a curve concave to the southwest having a delta angle of 00° 34' 22", having a radius of 1476.98 feet, an arc distance of 14.77 feet and whose long chord bears S 47° 14' 41" E for a chord distance of 14.76 feet;

thence S 47° 23' 52" E along said Right-of-Way a distance of 71.70 feet;

thence continuing along said Right-of-Way and along a curve concave to the northeast having a delta angle of 02° 23' 34", having a radius of 1530.00 feet, an arc distance of 63.89 feet and whose long chord bears S 48° 35' 39" E for a chord distance of 63.89 feet to the point of intersection with line 3-4 of said Tariff Lode;

thence S 47° 01' 18" W along said line 3-4 a distance of 45.31 feet;

thence along a non-tangent curve concave to the northeast having a central angle of 02° 11' 50", having a radius of 1575.00 feet, an arc distance of 60.40 feet and whose long chord bears N 48° 29' 47" W for a chord distance of 60.40 feet;

thence N 47° 23' 52" W a distance of 71.87 feet;

thence along a curve concave to the southwest having a central angle of 00° 43' 22", having a radius of 1431.98 feet, an arc distance of 18.06 feet and whose long chord bears N 47° 18' 46" W for a chord distance of 18.06 feet to the point of intersection with said line 1-2 of said Tariff Lode;

thence N 47° 00' 48" E along said line 1-2 a distance of 45.15 feet to the Point of Beginning, containing 0.16 acres, more or less.



DKL

PARCEL DESCRIPTION
LAKE GULCH ROAD TEMP ESMT WITHIN THE TARIFF LODGE
GILPIN COUNTY, COLORADO

His Consultants, Inc.

12041 W. Louisiana Ave.

Lakewood, Colorado

720-273-9940

DATE:	1/19/2022
DRAWN BY:	DEA
SCALE:	shown
SHEET NO.	2 of 2

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Authorize the intent to acquire certain properties along Lake Gulch Road

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

MOTION TO APPROVE Council Bill 1, an Ordinance Stating the Intent of the City of Black Hawk to acquire certain property for the construction, expansion, and improvement of City streets and roadways, pursuant to C.R.S. §38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City is working with Proximo Distillers on the development to construct a distillery for Tin Cup Whisky. Part of the development is the improvement of Lake Gulch Road to a two-lane paved road. Proximo owns a majority of the property required for these improvements. However, there are several mining claims that need to be acquired to complete the improvement of this City roadway. Staff will continue to negotiate with the owners to acquire these, however, in the event that an agreement cannot be reached staff is looking for the permission to utilize eminent domain if necessary. This Ordinance is necessary to give the City the authorization to proceed in the event negotiations are unsuccessful and eminent domain is necessary.

AGENDA DATE: January 26, 2022

WORKSHOP DATE: January 26, 2022

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Tom Isbester

DOCUMENTS ATTACHED: Exhibits of ROW and Easements

RECORD: []Yes []No

CoBH CERTIFICATE OF INSURANCE REQUIRED []Yes[]No

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

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

**COUNCIL BILL 2
ORDINANCE 2022-2
AN ORDINANCE
AMENDING SECTION 104
OF THE EMPLOYEE
HANDBOOK REGARDING
RECRUITMENT AND
HIRING**

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

COUNCIL BILL NUMBER:

ORDINANCE NUMBER: 2022-2

**TITLE: AN ORDINANCE AMENDING SECTION 104 OF THE BLACK HAWK
EMPLOYEE HANDBOOK REGARDING RECRUITMENT AND HIRING**

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

Section 1. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 104 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

104 RECRUITMENT & HIRING

Recruitments

The City's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made on the basis of job-related criteria.

The City offers current employees transfers or promotions when appropriate.

To be considered for a vacant position, current employees must have completed their introductory period, have a satisfactory performance record, and have no disciplinary actions. Management retains the discretion to make exceptions to the policy.

Job Announcements

Internal Announcement Posting:

Announcements for vacancies of City positions will first be posted internally in City offices for at least five (5) working days when an opening becomes available in order to allow City employees to have advance notice on available transfers and promotions.

Public Announcement Posting:

Announcements for vacancies of City positions (including contract positions) shall be posted by Employee Services for at least five (5) working days with the City Clerk's Office. Advertisements shall be placed in approved publications and online services when necessary to attract qualified applicants.

Process:

The City at its discretion may determine to run recruitment processes internally, or to determine to run an internal and external recruitment process concurrently. The Department Directors in collaboration with Employee Services are authorized to make a determination regarding the best manner to conduct a recruitment to address the needs of the Department.

Employment Applications

All applicants for a vacant position with the City shall complete a City Application for employment. Certain positions may require resumes as well.

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

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 26th day of January, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Request to amend Section 104 of the Employee Handbook.

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

MOTION TO APPROVE Council Bill 2, An Ordinance Amending Section 104 of the Black Hawk Employee Handbook Regarding Recruitment and Hiring

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made on the basis of job-related criteria.

The City offers current employees transfers or promotions when appropriate.

To be considered for a vacant position, current employees must have completed their introductory period, have a satisfactory performance record, and have no disciplinary actions. Management retains the discretion to make exceptions to the policy.

AGENDA DATE: January 26, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

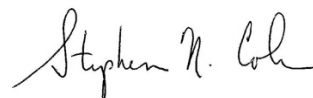
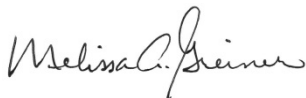
DOCUMENTS ATTACHED:

RECORD: []Yes [X]No

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

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC
City Clerk
Administrative Services Director

Stephen N. Cole
City Manager

RESOLUTION 8-2022
A RESOLUTION
APPROVING THE
REVISED JOB
DESCRIPTIONS FOR THE
CITY OF BLACK HAWK
POLICE DEPARTMENT

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

Resolution No. 8-2022

**TITLE: A RESOLUTION APPROVING THE REVISED JOB DESCRIPTIONS
FOR THE CITY OF BLACK HAWK POLICE DEPARTMENT**

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 revised job descriptions for
positions in the Black Hawk Police Department more particularly described in **Exhibit A** to this
Resolution, attached hereto and incorporated herein by this reference

RESOLVED AND PASSED this 26th day of January, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: A resolution adopting changes to three Job Descriptions in the Police Department, Executive Administrative Assistant/Municipal Court, Police Records Specialist, Property Evidence/Digital Media Technician

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

MOTION TO APPROVE: Resolution 8-2022 A Resolution Approving the Revised Job Descriptions for the City of Black Hawk Police Department

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Executive Administrative Assistance/Court Clerk and Records Specialist

Due to unfortunate circumstances, the Police Chief was without an Executive Administrative Assistant for several months in 2021. Instead of utilizing a temporary employee, the Chief took on the responsibilities of her assistant to better understand the function of the position. During her assistant's absence, the Chief reorganized the budget, billing, training, and Colorado POST status reporting tasks. After returning to duty, the assistant advised the Chief she would retire in January. After managing the responsibilities of her assistant for several months, the Chief decided she only needed a part-time administrative assistant. And, with the recent increase of patrol officers and call load, the Department is now in need of a full-time Police Records Specialist.

The Chief requests to combine the part-time Municipal Court Clerk duties with the Executive Administrative Assistant and make the Police Records Specialist a full-time position. Previously, the part-time Municipal Court Clerk was combined with a part-time Police Records Specialist.

Restructuring the positions does not add any new employees; it just makes the workflow more efficient in the Department. The recent retirement of the former Executive Administrative Assistant allows the change.

Property & Evidence

With the change in the law with Colorado SB-217, there is more demand on the police department for body-worn camera management. The Black Hawk Police Department has added these job tasks to the current property and evidence position, which the Patrol Commander previously completed.

AGENDA DATE: January 26, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Melissa Greiner
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED:

Draft Job Descriptions:
Executive Administrative Assistant/Municipal Court Clerk
Property Evidence/Digital Media Technician
Police Records Specialist

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:

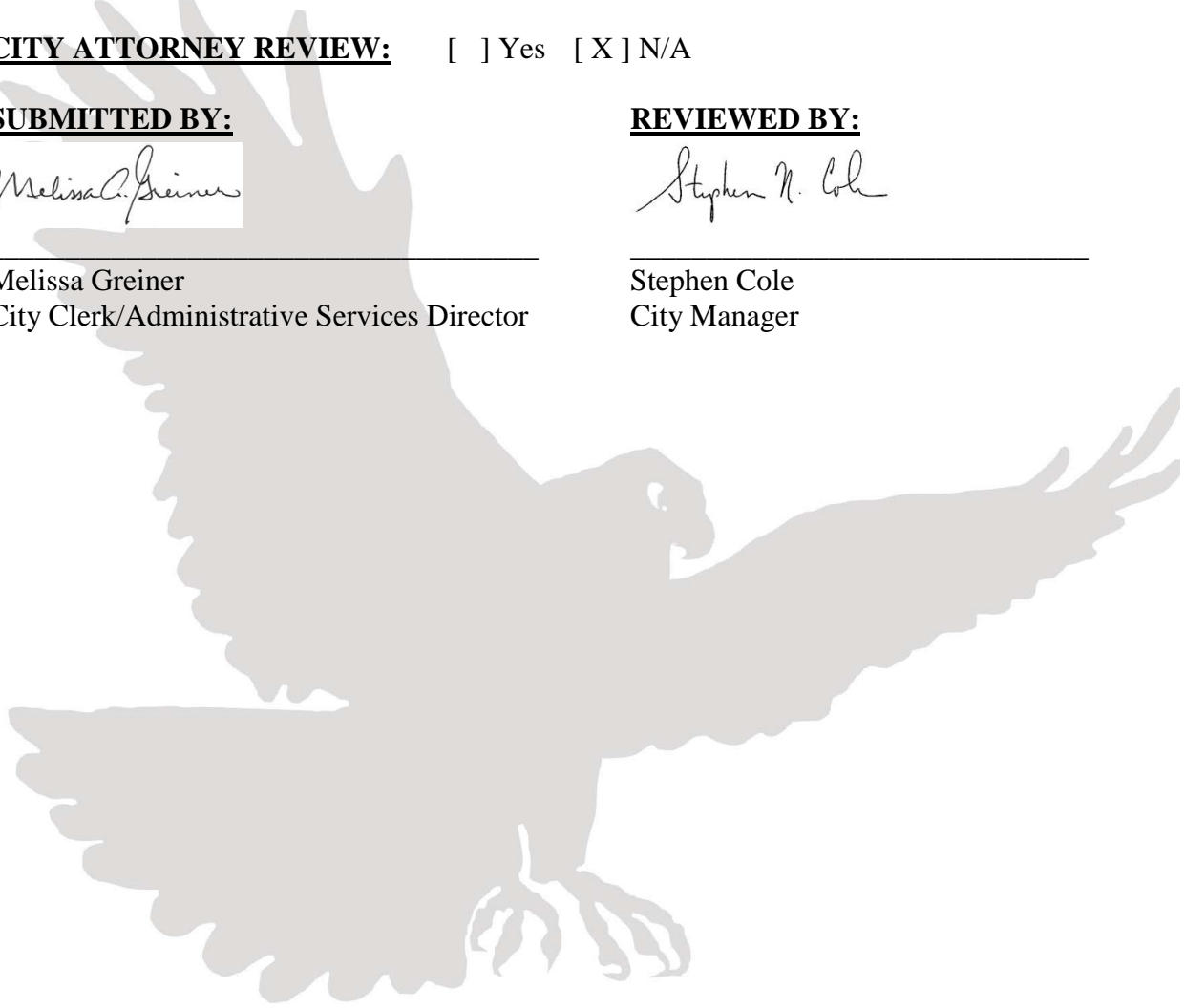


Melissa Greiner
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen Cole
City Manager



CITY OF BLACK HAWK
2022 Job Description

JOB TITLE:	Executive Administrative Assistant/ Municipal Court Clerk	DEPARTMENT:	Police Department
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REPORTS TO:	Police Chief	EXEMPT:	No
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SALARY RANGE: \$29.4913 – \$38.3385

HIRING SALARY: \$29.4913 – \$33.9149

SUMMARY

The Executive Administrative Assistant/Municipal Court Clerk is a non-sworn classified position responsible for providing key duties within the Police Department to include: composing letters, ordering supplies, scheduling appointments, monthly reconciliation of petty cash, grant funding reports, travel/training coordination for employees, onboarding of new employees, and tracking accounts consistent with the duties of an Administrative Assistant. Performs specialized clerical work related to criminal justice activities, including receiving, filing, scanning, fingerprinting, and maintaining and releasing records. Work involves heavy phone usage, computer work, and front counter assistance to officers, the public, and other City staff. Provide customer service in a professional manner on the telephone or in person. Complete general office duties, such as answering phones, directing calls to the appropriate person, assisting customers when requesting reports, etc. Organize and participate in the functions of the records division for the police department, such as maintaining the integrity of the police reports. Serve as clerical aide/secretary to the Municipal Court Judge and the City Attorney by setting up the courtroom, attending to the defendants regarding court payments, stays of execution, records, setting all cases, including arraignments, trials, and hearings.

This employee must be a self-starter and work under minimal supervision. The employee may have access to sensitive and confidential information and must adhere to strict policies. The employee must be able to communicate effectively with all employees within the City, law enforcement agencies, vendors, and citizens while prioritizing the workload and effectively multi-task. The employee must be very knowledgeable in the area of grammar and spelling.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages the retention, protection, retrieval, transfer, and disposal of training logs, management logs, and evaluations.
- Maintains training files for the entire department, including statistical reporting.
- Coordinates training classes with vendors as needed.
- Schedules courses for employees attending training.
- Maintains CIRSA records to ensure standards are met.
- Coordinates the dispensing and maintenance of various manuals such as drug identification bible, driver's license manual, CCPA, and Colorado Peace Officer's Handbooks.
- Coordinates equipment for repairs.
- Tracking and coding of all department bills to be sent to finance.
- Monitors department budget as needed.

- Assists with creating and updating Standard Operating Procedures related to the Department's Policy Manual to include coordinating and updating the Lexipol policy manual
- Tracks each employee's uniform allowance.
- Performs monthly reconciliation of petty cash and monthly money funds for Records and Municipal Court.
- Orders supplies including normal office supplies, patrol uniforms, civilian clothing, weapons, body armor, range supplies, ammunition, drug testing kits, furniture, and communications department equipment.
- Effectively represents the organization to department employees, customers, other city departments, other criminal justice agencies, and the general public.
- Composes a variety of correspondence independently from verbal or written instruction.
- Performs a wide variety of complex and confidential assignments for the Chief of Police.
- Trains employees on completing training requests and submitting supporting documentation for expenses.
- Supports the Evidence Technician as needed
- Coordinate with locksmith and maintenance department for building needs and repairs

Court Clerk (Under the Direction of a Supervisor or Municipal Court Judge)

- Balances workload fifty percent of the workweek on Court Functions.
- Performs courtroom duties that include setting up the courtroom, opening and closing the courtroom, having defendants read and sign written advisements, collecting payments, and preparing receipts for payments, stays of execution, notices of court dates, and orders to show cause notices.
- Processes documents filed with the Court in accordance with legal requirements. This task may include but is not limited to accepting new cases, issuing and canceling warrants, reporting dispositions to the Department of Motor Vehicles, and other agencies. Prepares subpoenas as requested, summons of jurors, and court files: posting filings, pleadings, and orders manually and by computer data entry. Retrieves criminal histories regarding deferred judgments and for court appearances of defendants.
- Prepares and follows appeal procedures to district court and changes of venue to other courts.
- Issues writs, accepts, and receipts payments for filings, fines, bail, and other monies. Makes disbursements as ordered by the Judge. Balance and prepare report for bank deposit.
- Set cases for court appearances.
- Ensures compliance with all directives pertaining to the Municipal Courts, including preparing monthly reports and disposition of cases.
- Maintains files and records in compliance with records retention and legal standards.
- Researches, evaluates, and makes recommendations on specialized Court software.
- Exercises responsibility for all incoming and outgoing correspondence of the Municipal Court.
- Develops various statistical and special information requests.
- Requests interpreters as needed.

- Queries Colorado Crime Information Center (CBI) performs data exchange with the Department of Motor Vehicles, facilitates coordination of prisoner transports, provides releasable information to parties, enters real-time disposition and sentencing information, and performs other duties assigned.
- Manages all municipal Court Warrants, including entering and cancelling in the CICC database.
- Research requests for information received in person, by telephone, and by mail from Police personnel, other Criminal Justice Agencies, City Departments, Insurance Companies, the public, and attorneys.
- Prepares and types a variety of documents, including forms and routine correspondence.
- Process checks and/or cash from customers for fingerprinting, restitution, and tape copies.
- Performs general office support for the records department. Assist co-workers and participate in cross-training programs.
- Review procedures, department manuals, and other resources to maintain job knowledge and specific familiarity with every police division.
- Answers the telephone to provide routine information, convey messages, gives information, and refers calls to appropriate personnel/department.

QUALIFICATIONS

An individual must perform each essential duty satisfactorily to perform this job successfully. The requirements listed below represent the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform job functions.

Knowledge of:

- Software programs such as Microsoft Word, Excel, PowerPoint, Outlook, and various Grant Software.
- Proper work ethics and etiquette on the telephone and in-person with co-workers, vendors, citizens, visitors, district attorneys, other law enforcement agencies, CBI, offenders, and victims.
- Numerical and alphabetical filing systems.
- Modern office procedures, techniques, and equipment.
- Customer service skills needed for handling difficult or irate persons.
- Principles of criminal justice procedures.
- Quality of fingerprints to be sent to the Colorado Bureau of Investigation.
- Court procedures and policies, legal documents, laws, and legal factors relating to their area of responsibility.

Ability to:

- Uphold professional demeanor in and out of the office.
- Assist co-workers and participate in cross-training programs.
- Follow precise directions given by supervisors and work under minimal supervision.
- Ability to perform work with accuracy and attention to detail.
- Ability to work independently in the absence of supervision.

- Operate a computer terminal and other office equipment, such as copiers and facsimile machines. Have the ability to fix the equipment or the knowledge to call for repair or support.
- Understand the work of an administrative assistant and clerical support operations.
- Work in a team environment, maintain confidentiality, and exercise sound judgment in prioritizing work.
- Communicate effectively and work professionally with unpleasant or irate individuals in person or on the telephone.
- Identifies problems within records and exercises sound judgment consistent with department policies in resolving those problems by collecting data, establishing facts, and drawing valid conclusions.
- Effectively present information to the Police Chief, City employees, the public, and outside agencies, both in verbal and written form.

Certifications:

- Valid Colorado driver's license with a safe driving record.
- CAMCA (Colorado Association for Municipal Court Administration).
- Court Basics 1, 2, & 3. Must be obtained within one year of service.

EXPERIENCE AND EDUCATION

Experience:

Two years of general office experience with some knowledge of court procedures.

Education:

High School Diploma or equivalent to completion (GED).

PHYSICAL DEMANDS

The Executive Administrative Assistant/Municipal Court Clerk is regularly required to sit, stand, and walk; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. The employee is also regularly required to talk, hear, and use hands and fingers. Specific vision abilities required by this position include close, distance, color, and peripheral vision, as well as depth perception and the ability to adjust focus.

NECESSARY REQUIREMENTS

- Must pass a thorough background investigation, including but not limited to, a polygraph examination, psychological assessment and statement from a credit-reporting bureau.
- Applicants with a record of conviction for serious misdemeanors or felony crimes will be disqualified.
- Must be able to perform in a busy environment with frequent interruptions

- Employees must follow all types of safety rules and use the department-provided safety equipment, including seat belts, safety glasses, body armor, ear protection, etc.

COMMENTS

The intent of this classification is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this classification title. This is not to be considered a detailed description of every duty/responsibility of the job.

The City of Black Hawk is an Equal Opportunity Employer. Pursuant to the *Immigrations Reform and Control Act*, it is the City's intention to hire only individuals who are United States citizens or aliens authorized to work and live in the United States.

I have read and fully understand the job duties of the job description.

Signature: _____ **Date:** _____

CITY OF BLACK HAWK
2021 Job Description

JOB TITLE: Police Records Specialist **DEPARTMENT:** Police Department

REPORTS TO: Police Records Supervisor **EXEMPT:** No

SALARY RANGE: \$21.9195 – \$28.4954

HIRING SALARY: \$21.9195 – \$25.2074

SUMMARY

The Police Records Specialist is a non-sworn classification responsible for filing, processing, and distributing criminal, non-criminal, and accident reports generated by the police to the proper agencies accurately and in a timely manner. This position requires highly technical work and highly detailed work fulfilling requests of the Criminal Justice Records Act (CJRA) and the Colorado Open Records Act (CORA). Must understand document gathering, records release laws, criminal court procedure laws, and then properly disseminate this work both digital and other electronic media for the Police Department.

Records Specialist

- Receive, duplicate, distribute and maintain offense incidents, accidents, and supplemental reports generated by the police.
- Process offense reports, summonses and distributes paperwork to the appropriate agencies (such as Department of Revenue, Motor Vehicle, County and Municipal Courts, and District Attorney's Office) in a timely and accurate manner.
- Scans documents in police reports
- Completes records requests and releases the criminal justice documents in accordance with State law.
- Provides felony case filings to the District Attorney's Office following the proper discovery protocols. As well as any new attachments, supplements, and criminal justice documents to misdemeanor cases
- Involves computer work and front counter assistance to officers, the public, and other City Staff
- Professionally provide customer service on the telephone or in person.
- Organize and participate in the functions of the records division for the police department, such as maintaining the integrity of the police reports
- Enter case dispositions and learn the workflow process
- Process reports to other City Departments when necessary.
- Shall become proficient in NIBRS entry
- Review procedures, department manuals, and other resources to maintain job knowledge and specific familiarity with every police division

- Issue City parking permits.
- Track Warrant entries in RMS
- Occasional fingerprinting skills as needed

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Research requests for information received in person, by telephone, and by mail from Police personnel, other Criminal Justice Agencies, City Departments, Insurance Companies, the public, and attorneys.
- Prepares and types a variety of documents, including forms and routine correspondence.
- Process checks and/or cash from customers for tape copies.
- Performs general office support for the records department. Assist co-workers and participate in cross-training programs.
- Review procedures, department manuals, and other resources to maintain job knowledge and specific familiarity with every police division.
- Answer the telephone to provide routine information, convey messages, give information, and refer calls to appropriate personnel/department.

QUALIFICATIONS

An individual must perform each essential duty satisfactorily to perform this job successfully. The requirements listed below represent the knowledge, skill, and/or ability required.

Knowledge of:

- Modern office procedures, techniques, and equipment.
- Customer service skills needed for handling difficult or irate persons.
- Principles of criminal justice procedures.
- Quality of fingerprints sent to the Colorado Bureau of Investigation.
- Court procedures and policies, legal documents, laws, and legal factors related to their responsibility area.

Ability to:

- Assist co-workers and participate in cross-training programs.
- Follow precise directions given by supervisors and work under minimal to no supervision.
- Ability to perform work with accuracy and attention to detail.
- Ability to work independently in the absence of supervision.
- Operate a computer terminal and other office equipment, such as copiers facsimile machines. Also, have the ability to fix the equipment or the knowledge to call for repair or support.
- Understand the work of police records and clerical support operations.
- Work in a team environment, maintain confidentiality, and exercise sound judgment in prioritizing work.
- Communicate effectively and professionally with unpleasant, irate individuals in person or on the telephone.

- Identifies problems within records and exercises sound judgment consistent with department policies in resolving those problems by collecting data, establishing facts, and drawing valid conclusions.
- Discern differences between original and duplicate documents.
- Effectively present information to the Records Supervisor, city employees, and the public and outside agencies, both in verbal and written form.

Certifications:

- Valid Colorado driver's license with a safe driving record.
- CCRT Master Certification must be obtained within one year of hire.

EXPERIENCE AND EDUCATION

Experience:

One year of general office experience with some knowledge of court procedures.

Education:

High School Diploma or equivalent to completion (GED).

PHYSICAL DEMANDS

Perform the essential job functions physically. Maintain physical condition and fitness to meet the demands as follows:

- Sit for extended periods, position oneself in front of various computer workstations, ability to function for extended periods.
- Carry out light physical work to include handling objects up to 25 pounds occasionally and/or up to 10 pounds frequently.
- Ability to carry out conversations and understand relevant facts of an urgent nature over the telephone and in person.
- Reach, hear, see, bend and touch within levels that the essential job functions can be accomplished.
- Climb ladders and/or step stools.

NECESSARY REQUIREMENTS

- Must pass a thorough background investigation, including but not limited to, a polygraph examination, psychological assessment, and statement from a credit-reporting bureau.
- Applicants with a conviction record for serious misdemeanors or felony crimes will be disqualified.
- Must be able to perform in a busy environment with frequent interruptions
- Employees are expected to follow all types of safety rules and use the department-provided safety equipment, including seat belts, safety glasses, body armor, ear protection, etc.

COMMENTS

The intent of this classification is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this classification title. This is not to be considered a detailed description of every duty/responsibility of the job.

The City of Black Hawk is an Equal Opportunity Employer. Pursuant to the *Immigrations Reform and Control Act*, it is the City's intention to hire only individuals who are United States citizens or aliens authorized to work and live in the United States.

I have read and fully understand the job duties of the job description.

Signature: _____ **Date:** _____

CITY OF BLACK HAWK
2021 Job Description

JOB TITLE:	Property & Evidence Technician/ Digital Media Technician	DEPARTMENT:	Police Department
REPORTS TO:	Administration Commander	EXEMPT:	No
SALARY RANGE:	\$26.4032 – \$34.3242		
HIRING RANGE:	\$26.4032 – \$30.3637		

SUMMARY

The Evidence Technician / Digital Media Technician is a non-sworn classified position responsible for providing functions associated with maintaining, preserving, disposing, and processing evidence collected by officers daily. The Evidence Technician / Digital Media Technician is also responsible for collecting, storing, and disseminating all digital evidence, including body-worn camera footage, surveillance footage, and dispatch audio recordings. This employee must be a self-starter and work under minimal supervision. This employee has access to sensitive and confidential information and must adhere to strict policies concerning evidence preservation. The employee must keep current with laws, relevant legal opinions, and the Colorado Criminal Justice Records Act. This employee must be able to communicate effectively with all employees within the City, in addition to law enforcement agencies, the District Attorney's Office, vendors, and citizens. The employee must be able to prioritize the workload and effectively multi-task. The employee must be very knowledgeable in the area of grammar and spelling.

ESSENTIAL DUTIES AND RESPONSIBILITIES (PHYSICAL EVIDENCE)

- Responsible for maintaining a complete and accurate chain of custody for all property and police evidence from intake through disposition.
- Ensures timely evidence disposition through workflow processes established with the Records Supervisor.
- Retrieves evidence from patrol evidence lockers, logs evidence into the evidence software, and stores in evidence vault daily.
- Maintains a secure environment to ensure evidence is not altered, lost, stolen, or damaged.
- Processes and researches District, County, and Municipal Court case dispositions.
- Submits recovered counterfeit currency to the Secret Service.
- Manages impounded vehicle inventory and processes all paperwork needed by the Colorado Department of Revenue and the City's contracted Tow Companies.
- Maintains a running inventory of all evidence equipment, including drug testing kits, blood testing supplies, and evidence packaging supplies.
- Assists with creating and updating Standard Operating Procedures for the Evidence Division.
- Creates a monthly report for incoming evidence and disposal of evidence.

- Effectively represents the organization to department employees, customers, other City departments, other criminal justice agencies, and the general public.
- Composes a variety of correspondence independently without verbal or written instruction.
- Maintains and cleans drying bins used for wet and bloody clothing.
- Trains officers on proper evidence processing and packaging.
- Organizes and coordinates drug burns with other agencies.
- Responsible for compliance with Colorado Department of Public Health and Environment requirements and maintenance of the air permit required for drug burn operations.
- Meets with victims, attorneys, and other law enforcement agencies as needed. Acts as a liaison between the department and other agencies as required in the judicial process, including testifying in court cases relevant to the Chain of Custody.
- Maintains all property and evidence in a secure environment with the ability to locate it promptly.
- Sends postcards and certified mailings to legal owners of property for their return. Uses evidence software to keep track of personal property timelines for timely destruction or release.
- Testifies in court regarding evidence chain of custody.
- Understands and keeps current with State Statutes and City Ordinances and best practices regarding evidence storage, disposition, and retention.
- Handles potentially hazardous materials and stores them properly to ensure employee safety and evidence integrity.
- Handles firearms, drugs, and contaminated items safely.
- Ensures regular audits of the Evidence room are conducted.
- Cleans equipment as needed and identifies equipment needing repairs.
- Transports items to and from the Colorado Bureau of Investigation Denver Forensic Science Laboratory for testing.
- Checks in and out evidence to detectives and patrol officers for court appearances.
- Works with the District Attorney's office to have evidence present at Jury Trials when required.
- Maintains the satellite evidence vault.
- Ensures proper storage of DNA, blood, and sexual assault kits.
- Conducts thorough research into cases using the Colorado State Courts – Data Access system and Municipal Court Software to ensure proper evidence retention.
- Performs general clerical tasks, including answering telephone calls, entering data into a computer, making copies, sending/receiving email.
- Prepares typed documents and forms as needed.
- Scans documents and attaches files in records management software.
- Wears necessary safety equipment while performing essential job duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES (DIGITAL EVIDENCE)

Digital evidence includes but is not limited to; body-worn camera footage, surveillance footage, recordings of radio and phone (911), audio recording of interviews, and computer-aided dispatch notes.

- Prepares and distributes digital evidence/media Discovery requests for the District Attorney's Office and Municipal Court Clerk.
- Prepares public requests for digital media, including redaction according to the Colorado Criminal Justice Records Act.
- Performs various digital and media-related tasks related to the storage, release, and redaction of body-worn camera digital media, digital surveillance footage held as evidence, and dispatch audio recordings.
- Assumes responsibility for chain of custody, storage, and final disposition of all body-worn camera evidence.
- Maintains inventory of and inspects body-worn camera equipment.
- Maintains a safe and secure environment to ensure digital evidence is not altered, lost, stolen, or damaged.
- Ensures all body-worn camera recording footage is properly cataloged and can be easily accessed and cross-referenced with case files.
- Reviews and modifies recordings, when appropriate, to ensure the privacy and safety of victims and innocent bystanders.
- Assists with quality assurance of body-worn camera functions.
- Operates a computer to enter, retrieve, review or modify data.
- Verifies accuracy of data entered by Police Officers and makes corrections.
- Manages and evaluates the storage capacity for all digital evidence.

SUPERVISION RESPONSIBILITIES

Supervise as prescribed by law the destruction of evidence including, but not limited to, hazardous materials, drugs, and personal property. Supervise regular, accurate audits of evidence vaults. No employee supervision responsibilities.

MINIMUM QUALIFICATIONS

Knowledge of:

- Modern office procedures, techniques, and equipment.
- Software programs such as Microsoft Word, Excel, PowerPoint, and Outlook.
- Proper work ethics and etiquette on the telephone and in person with co-workers, vendors, citizens, visitors, District Attorneys, other law enforcement agencies, Colorado Bureau of Investigation, suspects, and victims.
- Numerical and alphabetical filing systems.
- Lexus Nexis for research on defendants, statute of limitations, and permanent cases.
- Fully responsible for the function and operation of evidence section.

Ability to:

- Follow precise directions given by supervisors and working under minimal supervision.
- Work in an enclosed environment.
- Understand clerical support operations.
- Be a skilled problem solver to achieve logical solutions.

- Use resources effectively and efficiently.
- Maintain confidentiality of very sensitive information.
- Discern difference between original and duplicate documents.
- Anticipate and identify needs of the department and advise supervisor.
- Be a team player and establish and maintain an effective and responsive working relationship with peers.
- Maintain a professional demeanor in and out of the office.
- Work on projects with brief deadlines, exercising sound judgment when prioritizing work.
- Operate a City vehicle for transporting evidence.
- Handle hazardous materials such as syringes, blood, razor blades, ammunition, firearms, drugs, knives, and other weapons safely.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

Ability to perform the essential physical job functions. Maintain physical condition and fitness to meet the demands as follows:

- Sit for extended periods; perform job functions positioned in front of various computer workstations for extended periods.
- Carry out light physical work to occasionally handle objects up to 25 pounds and/or up-to 10 pounds frequently.
- Reach overhead and bend down to retrieve items and documents from various locations.
- Hear within an acceptable range to carry out conversations and understand relevant facts of an urgent nature over the telephone and in person.
- Reach, stoop, hear, see, bend, and touch within levels that the essential job functions can be accomplished.
- Climb ladders and/or step stools.
- Ascend and descend several stairs while carrying items of evidence.

NECESSARY REQUIREMENTS

- Must be able to pass a thorough background investigation, including but not limited to a polygraph examination, psychological assessment, and statement from a Credit Reporting Bureau. Applicants with a conviction record for serious misdemeanors or felony crimes will be disqualified.
- Must be able to perform in a busy environment with frequent interruptions.
- Employees are expected to follow all types of safety rules and use the department-provided safety equipment to include, but not limited to, seat belts, body armor, safety glasses, ear protection, etc.

EXPERIENCE and/or TRAINING

- Two years office work experience with customer service experience.
- Experience in documentation, record keeping, and inventory systems.
- High School Diploma or GED
- Must possess a valid Colorado driver's license with a good driving record.
- Must obtain certification from the International Association for Property and Evidence within one year of employment.

COMMENTS

The intent of this classification is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this classification title. This is not to be considered a detailed description of every duty/responsibility of the job.

The City of Black Hawk is an Equal Opportunity Employer. Pursuant to the *Immigrations Reform and Control Act*, it is the City's intention to hire only individuals who are United States citizens or aliens authorized to work and live in the United States.

I have read and fully understand the duties of the job description.

Sign: _____ Date: _____

RESOLUTION 9-2022
A RESOLUTION
APPROVING THE
COMMERCIAL LEASE
WITH JKQ
CONSOLIDATED, LLC
FOR THE CROOK'S
PALACE PROPERTY
LOCATED AT 200
GREGORY STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 9-2022

TITLE: A RESOLUTION APPROVING THE COMMERCIAL LEASE WITH JKQ CONSOLIDATED, LLC FOR THE CROOK'S PALACE PROPERTY LOCATED AT 200 GREGORY STREET

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

Section 1. The City Council hereby approves the Commercial Lease with JKQ Consolidated, LLC for the Crook's Palace property located at 200 Gregory Street, attached as **Exhibit A**, and authorizes the Mayor to sign the Commercial Lease on behalf of the City.

RESOLVED AND PASSED this 26th day of January, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Commercial Lease with JKQ Consolidated, LLC for the Property Located at 200 Gregory Street, Black Hawk, Colorado.

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

MOTION TO APPROVE: Resolution 9-2022, A Resolution Approving the Commercial Lease with JKQ Consolidated, LLC for the Crook's Palace Property Located at 200 Gregory Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached Commercial Lease has a term of 62 months, expiring on March 31, 2027. The monthly rent of \$1,800.00 is based on \$0.50 per square foot. This lease contains of numbers provisions, including a rent credit for anticipated disruption due to adjacent construction and standards of operations, including expected minimum operating hours.

AGENDA DATE: January 26, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Commercial Lease

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

REVIEWED BY:

Lance Hillis

Stephen N. Cole

Lance Hillis, Finance Director

Stephen N. Cole, City Manager

Commercial Lease

This Commercial Lease (the "Lease") is made between the City of Black Hawk, herein called the City, and JKQ Consolidated, LLC, herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as 200 Gregory Street, Black Hawk, Colorado 80422 (aka Crook's Palace) (Appox. 3,600 Rentable Square Feet) (the "Premises" as further defined in Section 2.A herein) upon the following TERMS and CONDITIONS:

1. Term; Rent; Termination.

A. Term. City demises the above Premises for an initial term commencing on February 1, 2022, and expiring on March 31, 2027. While the term of this Lease commences as set forth herein, the Parties anticipate that the Tenant shall not commence operation of a business open to the public on the Premises until on or after April 1, 2022. During the months of February 2022 and March 2022, the City shall permit the Tenant to possess the premise free from Rent and Utilities as the same are set forth in this Lease.

B. Rent. Subject to the provisions of subsection C. of this Section 1, Tenant shall pay rent to City in the amount of One Hundred Fifty-Eight dollars (\$158.00) per month, paid in advance on the first day of each month for that month's rental, during the term of this Lease. The Annual Rent set forth herein is calculated at a rate of Six dollars (\$6.00) per square foot, minus an annual disruption credit of Five Dollars and forty-seven cents (\$5.47) per square foot. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent of One Hundred Fifty-Eight Dollars (\$158.00). All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease.

C. Termination. City and Tenant may terminate this Lease upon ninety (90) days written notice with cause or at any earlier time upon mutual agreement between both parties. Tenant may terminate this lease at any time without cause by providing City with one hundred twenty (120) days' advance written notice.

D. Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of the City, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers shall be paid by Tenant to the City in advance on the first (1st) day of each calendar month in which the hold over continues.

E. Damage Deposit. Tenant shall upon execution of this Lease provide a deposit in the amount of Five Hundred Dollars (\$500.00) as security against damage to the Premises, normal wear and tear excepted.

2. **Premises; Use; Liquor License.**

A. Premises. The Premises as defined herein shall be deemed to include the structure and improvements located at 200 Gregory Street, and including the adjacent paved parking lot (the "Crook's Parking Lot"), which shall include signage indicating "Crook's Guests" only, or other similar mutually agreed upon signage restricting parking to the guests of the Premises. The Parties reserve the right to revisit those parking areas included within the Premises on or after the third year of this Lease. In addition, the Premises shall not include the vacant lot adjacent to the City-owned parking structure, which vacant lot shall be for City use only. In addition to the Premises defined herein, the City shall also provide Tenant one parking space in the City's residential storage lot on Gregory Hill for Tenant's storage of its "JKQ trailer."

B. Use as Liquor-Licensed Restaurant. Tenant shall use and occupy the Premises for Restaurant and Bar operation, which may also include the sale of incidental related merchandise. The Premises shall be used for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. In addition, the Parties agree as follows regarding use of the Premises:

- (i) The Premises shall include the restaurant, bar, front patio, and roof top deck, which shall be included in the Liquor-Licensed Premises as set forth in subsection C. of this Section 2. In addition, the Parties agree that Tenant may seek subsequent approvals for a modification of premises or some other form of approval to license the Crook's Parking Lot for the service of liquor;
- (ii) Outdoor music, both live and streaming, shall be allowed so long as adjacent properties are not negatively impacted;
- (iii) The City shall allow the Tenant's "Smoker" to be used and parked in the Crook's Parking Lot at any time;
- (iv) To the extent the City and/or Gilpin County may in the future impose a fire ban, the Black Hawk Fire Department shall provide any necessary exemption for Tenant's "Smoker," so long as there is no health or safety risk to the community as determined by the Black Hawk Fire Department;
- (v) To facilitate the public purpose set forth in this Lease, the City further agrees to commit to holding at least two (2) events per year at the Premises, the City's Clean-Up Day lunch and the City's Holiday Party.

C. Liquor License. This Lease shall be effective for purposes of requirements of the Colorado Liquor Code, C.R.S. § 44-3-101, *et seq.*, upon execution of the Lease. The City specifically consents to the application by Tenant for a hotel and restaurant liquor license as allowed by law, subject to the requirements of the Colorado Liquor Code. Tenant shall bear the

cost of all fees and expenses related to application and the state and local licensing authorities for such liquor license.

D. Hours of Operation. Tenant agrees to the following minimum hours of operation:

- (i) "High Season" from May 1 through September 30: Tuesday through Sunday from 11:30 am to 7:30 pm; and
- (ii) "Off Season" from October 1 through April 30: Thursday through Sunday from 11:30 am to 7:30 pm.

3. **Care and Maintenance of Premises.** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times be responsible for maintenance of the Premises EXCEPT for the Premises' heating and cooling systems, water heater, roof, exterior walls, structural foundation, adjacent sidewalk, the Crook's Parking Lot, and any major equipment failures, which shall be the responsibility of the City. Provided, however, Tenant shall be responsible for any repairs that result from the negligence of Tenant.

4. **Tenant Improvements and Alterations.**

A. Tenant Improvements. The City and Tenant shall work cooperatively to determine the scope of repairs to the Grease Trap and the adjacent sidewalk. In addition, the City shall install energy efficient lighting, new weather stripping, and the replacement of the soda and beer lines within the Premises. In addition, the City and Tenant shall work cooperatively to determine the equipment necessary for Tenant to operate the Premises as set forth in Section 3, and determine which kitchen equipment may be adequate for Tenant's intended use, and the new equipment to be provide by the City at the City's expense.

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

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant specifically agrees that no such alterations shall be made to the historic portion of the Premises, including the bar/saloon area of the Premises, Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant

as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against City's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

5. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City.

7. **Utilities.** Tenant shall be responsible for the payment of all utilities including water, sewer electricity, gas, and any other utilities such as cable/data/internet/satellite service that Tenant may require. Provided however, the City shall provide a credit of an amount not to exceed Six Hundred Dollars (\$600.00) per month commencing April 1, 2022, and terminating on March 31, 2024, solely for the cost of gas and electric service incurred on the Premises.

8. **Entry and Inspection.** Tenant shall permit City or City's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit City at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

9. **Possession.** If City is unable to deliver possession of the Premises at the commencement hereof, City shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

10. **Indemnification.** Tenant agrees that City shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Tenant or City or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Tenant, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made

or suffered thereon. Tenant agrees to save City harmless thereon and therefrom, and to indemnify City on account thereof.

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots, and sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

B. Tenant further covenants and agrees that from the date hereof Tenant will procure and maintain throughout the term, at its sole cost and expense, the following types of insurance in the amounts specified and, in the form, hereinafter provided:

i Comprehensive broad form general public liability insurance in common use for commercial structures with extended coverage endorsement protecting City and Tenant against any liability whatsoever and covering the Premises, common areas, and parking lots and sidewalks located adjacent to the Premises and Tenant's use thereof against claims for personal injury, death, and property damage occurring upon, in or about the Premises, such insurance to afford protection to the **limit of not less than two million dollars (\$2,000,000)** combined single limit. The insurance coverage required under this subsection B shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 10.

ii. Workers' compensation insurance covering all persons employed for such work.

iii. Fire and extended coverage insurance covering the Premises for injury or damage by the elements, or through any other cause, and all alterations, extensions, and improvements thereto and on the Premises and replacements thereof, including all appurtenances, whether on the Premises or extending beyond the boundaries thereof, against loss or damage by fire and the risks contemplated within the extended and malicious mischief (as such endorsements may customarily be written in Colorado from time to time), in an amount not less than the full actual replacement cost of the Premises, common areas, and appurtenances, and sufficient to prevent City or Tenant from becoming a co-insurer of any partial loss and the applicable provisions of the policies.

iv. Rental value insurance (covering loss or damage by fire with extended coverage).

v. Business interruption insurance and/or loss of "rental value" insurance.

vi. During the course of any construction or repair of improvements on the Premises initiated by Tenant, Tenant shall provide "Builders Risk Insurance."

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the names of City and Tenant, and their designees. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

D. The placement of any insurance by Tenant shall not be construed as any waiver or modification of City's rights under the Colorado Governmental Immunity Act.

12. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, City shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent, beginning with the date of the partial destruction, while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, City, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated beginning with the date of the partial destruction, and in the event that City shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of

the replacement costs thereof, City may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.

14. **Guaranty of Lease.** The undersigned does hereby personally guarantee to City and to its successors or assigns the prompt payment of all amounts due from Tenant to City under this Lease. To guaranty such performance, Tenant shall provide upon approval of this Lease the amount of Five Hundred Dollars (\$500.00) as a personal guaranty, which amount may also serve as the damage deposit pursuant to Section 1, subsection E. above. Such personal guaranty shall only be utilized by the City in the event Tenant terminates the Lease without the one hundred twenty (120) days' notice required by Section 2. subsection F of this Lease so long as Tenant remains in compliance with the terms of the Lease as it relates to notice of termination, said personal guaranty shall be returned to Tenant at the termination of the Lease, without any interest accruing thereon.

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

16. **City's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, City may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence, in good faith to cure such default), then City may terminate this lease on no less than fifteen (15) days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the Premises to City, without extinguishing Tenant's liability. If this lease shall have been so terminated by City, City may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

17. **Taxes.**

A. **Real Property Taxes.** Tenant shall pay all real property taxes, general, and special assessments ("real property taxes"), levied and assessed against the Premises.

B. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Tenant shall pay to City upon presentation of paid tax bills an amount equal to one hundred percent (100 %) of the increase in taxes upon the land and building in which the leased Premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year.

18. **Rules and Regulations.** Tenant agrees that at all times during the term of this Lease, it shall at its own cost and expense:

A. Keep the Premises, common areas, parking lots and sidewalks located adjacent to the Premises in good, neat, and clean condition.

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

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

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

E. Keep the outside area immediately adjoining the Premises reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise; provided however, the City shall be responsible for snow removal for the Crook's Parking Lot and the adjacent sidewalk commencing upon execution of the Lease and continuing through and including March 31, 2024.

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

19. **Economic Development Incentives.** This Lease contains certain economic development incentives from the City to Tenant. The Parties hereto recognize and agree that based on the unique environment in the City of Black Hawk, and to further the public purpose in the City of providing economic and cultural benefits to complement gaming activities in the City, and to assist in the activation of the Gregory Street area of the City, this Lease will advance public health and good order, promote trade and industry, and tend to the advancement, culture, convenience and general welfare of the public, and therefore serves a public purpose

20. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, the City shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. **Waiver.** No failure of City to enforce any term hereof shall be deemed to be a waiver.

22. **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein

shall be deemed to have been delivered on the date personally served, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

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

To Lessee: JKQ Consolidated, LLC
Attn: Kara R. Tinucci
P.O. Box 695
Central City, CO 80427

23. **Assigns, Successors.** This lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

24. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. **Radon Gas Disclosure.** As required by law, the City makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the City of Black Hawk. Additional information regarding radon and radon testing may be obtained from the Gilpin County Health Department.

26. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20__.

CITY OF BLACK HAWK, COLORADO

By: _____
David. D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

TENANT

JKQ Consolidated, LLC

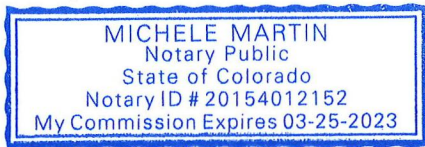
By: Kara R. Tinucci
Kara R. Tinucci, Managing Member

STATE OF COLORADO)
COUNTY OF Gilpin) ss.
)

Subscribed and sworn to before me this 20 day of January, 2022, by
Kara Tinucci as Managing Member of JKQ Consolidated, LLC .

My Commission expires:

[SEAL]



Michele Martin
Notary Public