



## REGULAR MEETING AGENDA

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

February 23, 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: February 9, 2022
7. PUBLIC HEARINGS:
  - A. Resolution 13-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Black Hawk Commons Comprehensive Plan
  - B. Local Liquor License Authority Consideration of a New Beer & Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift at 317 Gregory Street
8. ACTION ITEMS:
  - A. Local Liquor License Authority Consideration of a Request for a New Hotel & Restaurant Liquor License for JKQ Consolidated LLC dba JKQ BBQ & Grill at 200 Gregory Street and to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing
  - B. Resolution 14-2022, A Resolution Approving the Purchase of New and Replacement Capital Equipment
9. CITY MANAGER REPORTS: Interactive Map Presentation
10. CITY ATTORNEY:
11. EXECUTIVE SESSION:

Executive Session to instruct negotiators regarding City owned land on Artisans Point, Gregory Street Plaza, the HARD District, 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**

**February 9, 2022**

**MEETING MINUTES**

Police Commander Jantz 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, February 9, 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 Commander Jantz, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Maintenance Services Manager Jackson, Community Planning & Development Director Linker, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed no agenda changes.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. 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. **PUBLIC COMMENT:** Deputy City Clerk Martin confirmed no one had signed up to speak.



6. APPROVAL OF  
MINUTES:

February 9, 2022

**MOTION TO  
APPROVE**

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

**MOTION PASSED**

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

7. PUBLIC HEARINGS:

**A. CB3, An Ordinance Amending Section 2-4 of the Black Hawk Municipal Code to Comport with the Colorado Municipal Election Code**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item. He said there had been several Colorado Municipal Election Code changes, and this amendment brings the City up-to-date with those changes. These, in particular, are related to the timing of the write-in candidates.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB3, an Ordinance amending Section 2-4 of the Black Hawk Municipal Code to comport with the Colorado Municipal Election Code open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve CB3, an Ordinance amending Section 2-4 of the Black Hawk Municipal Code to comport with the Colorado Municipal Election Code.

**MOTION PASSED**

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

8. ACTION ITEMS:

**A. Resolution 10-2022, A Resolution Cancelling the April 5, 2022, Regular Election and Declaring the Candidates Elected**

Mayor Spellman read the title.

City Attorney Hoffman introduced this item and referred to the statutory provision allowing the cancelation of an election if the date of the write-in candidate affidavits and the date of the petitions to be filed have passed and the same number of candidate petitions received equal the number of offices to be filled, and it is the only matter before the voters. The Clerk's office only received the three petition packets from the incumbents, so this Resolution cancels the election and declares the candidates elected.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 10-2022, a Resolution cancelling the April 5, 2022, regular election and declaring the candidates elected.

**MOTION PASSED**

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

**B. Resolution 11-2022, A Resolution Approving the Revised Job Description for the City of Black Hawk Administrative Services Department**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said recently the Senior Human Resources Analyst had left the City, and in a review of the position, it was determined that the previous job title of Human Resources Generalist is best suited for this role. She has updated the former job description and is seeking approval for the revisions.

**MOTION TO  
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 11-2022, a Resolution approving the revised job description for the City of Black Hawk Administrative Services Department.

**MOTION PASSED**

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

**C. Resolution 12-2022, A Resolution Approving the Purchase of a Ventrac Snow Removal Machine and Attachments in the Amount of \$55,020.65**

Mayor Spellman read the title.

Public Works Director Isbester introduced this first of several pieces of capital equipment coming forward to Council. He said this is the most crucial piece at this time because it is for the plaza.

**MOTION TO**

**APPROVE** Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 12-2022, a Resolution approving the purchase of a Ventrac snow removal machine and attachments in the amount of \$55,020.65.

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

9. CITY MANAGER  
REPORTS: City Manager Cole had nothing to report.

10. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

11. EXECUTIVE  
SESSION: City Attorney Hoffmann recommended item number 5 only for Executive Session to instruct negotiators regarding City-owned land on Artisans Point, Gregory Street Plaza, the HARD District, and other City-owned property.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:08 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 3:30 p.m.

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

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:30 p.m.

---

Melissa A. Greiner, CMC  
City Clerk

---

David D. Spellman  
Mayor

**RESOLUTION 13-2022**

**A RESOLUTION  
CONDITIONALLY  
APPROVING A  
CERTIFICATE OF  
ARCHITECTURAL  
COMPATIBILITY FOR A  
COMPREHENSIVE SIGN  
PLAN FOR THE BLACK  
HAWK COMMONS  
COMPREHENSIVE SIGN  
PLAN**

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

**Resolution No. 13-2022**

**TITLE:       A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF  
ARCHITECTURAL COMPATIBILITY FOR A COMPREHENSIVE SIGN  
PLAN FOR THE BLACK HAWK COMMONS COMPREHENSIVE SIGN  
PLAN**

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

**Section 1.**     The City Council hereby conditionally approves a Certificate of  
Architectural Compatibility for the Comprehensive Sign Plan for the Black Hawk Commons  
Comprehensive Sign Plan, with the following conditions:

- A.     All proposed sign installations shall match the Comprehensive Sign  
Plan, as submitted;
- B.     Proper Building, Electrical, Sign, or other required permits shall be applied for and  
approved prior to the installation of any new sign; and
- C.     The approval of the Certificate of Architectural Compatibility is valid for one  
hundred eighty (180) days.

RESOLVED AND PASSED this 23<sup>rd</sup> day of February, 2022.

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

ATTEST:

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

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

---

**SUBJECT:** Certificate of Architectural Compatibility for the Black Hawk Commons Comprehensive Sign Plan

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

***MOTION TO APPROVE a Resolution conditionally approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Black Hawk Commons Comprehensive Sign Plan.***

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In an effort to provide additional visibility for the Black Hawk Commons retail tenants, City Staff and Baseline Staff have worked together to develop a sign plan for the Black Hawk Commons commercial property. This includes the replacement of the existing joint identification sign with two new joint identifications signs, and the addition of window signs and individual detached signs that will be mounted on the existing light poles along the sidewalk.

**AGENDA DATE:** February 23, 2022

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

**STAFF PERSON RESPONSIBLE:** Cynthia L. Linker  
CP&D Director

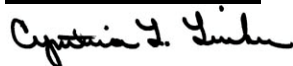
**DOCUMENTS ATTACHED:** Resolution 13-2022  
Staff Report  
Black Hawk Commons CSP

**RECORD:** ☐ Yes ☒ No

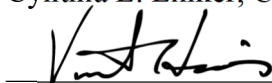
**CoBH CERTIFICATE OF INSURANCE REQUIRED** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ N/A

**SUBMITTED BY:**



Cynthia L. Linker, CP&D Director



Vincent Harris, AICP, Baseline Corporation

**REVIEWED BY:**



Stephen N. Cole, City Manager

# **Staff Report**

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

Date prepared: February 11, 2022  
Meeting Date: February 23, 2022

**STAFF REPORT: Certificate of Architectural Compatibility: Black Hawk Commons  
Comprehensive Sign Plan**

**For:** City Council  
**Project:** P-21-10  
**Property Address:** 7320 & 7340 Black Hawk Blvd, Black Hawk, CO 80422  
**Applicants:** The City of Black Hawk  
**Zoning:** Commercial/Business Services (C/BS)  
**Prepared by:** Julie Esterl - Baseline Corporation  
**Approved by:** Vincent Harris, AICP - Baseline Corporation  
**Reviewed by:** Cynthia Linker, CP&D Director



**BACKGROUND:**

In September of 2021 the City of Black Hawk began to investigate signage options for the properties located at 7320 & 7340 Black Hawk Boulevard. These City owned properties, collectively referred to as the Black Hawk Commons, house the following tenants: the United States Postal Service, Feeney Farms Market, Bean & Cream, the Black Hawk/Central City Sanitation District and the Black Hawk Fire Administration. The City Manager directed City staff to develop signage options and as a result have created this Comprehensive Sign Plan (CSP) for the Black Hawk Commons with the intention of adding signs that would replace and upgrade the existing sign, and increase the visibility of the retail businesses.

**Figure 1: Location Map**





### **REQUEST:**

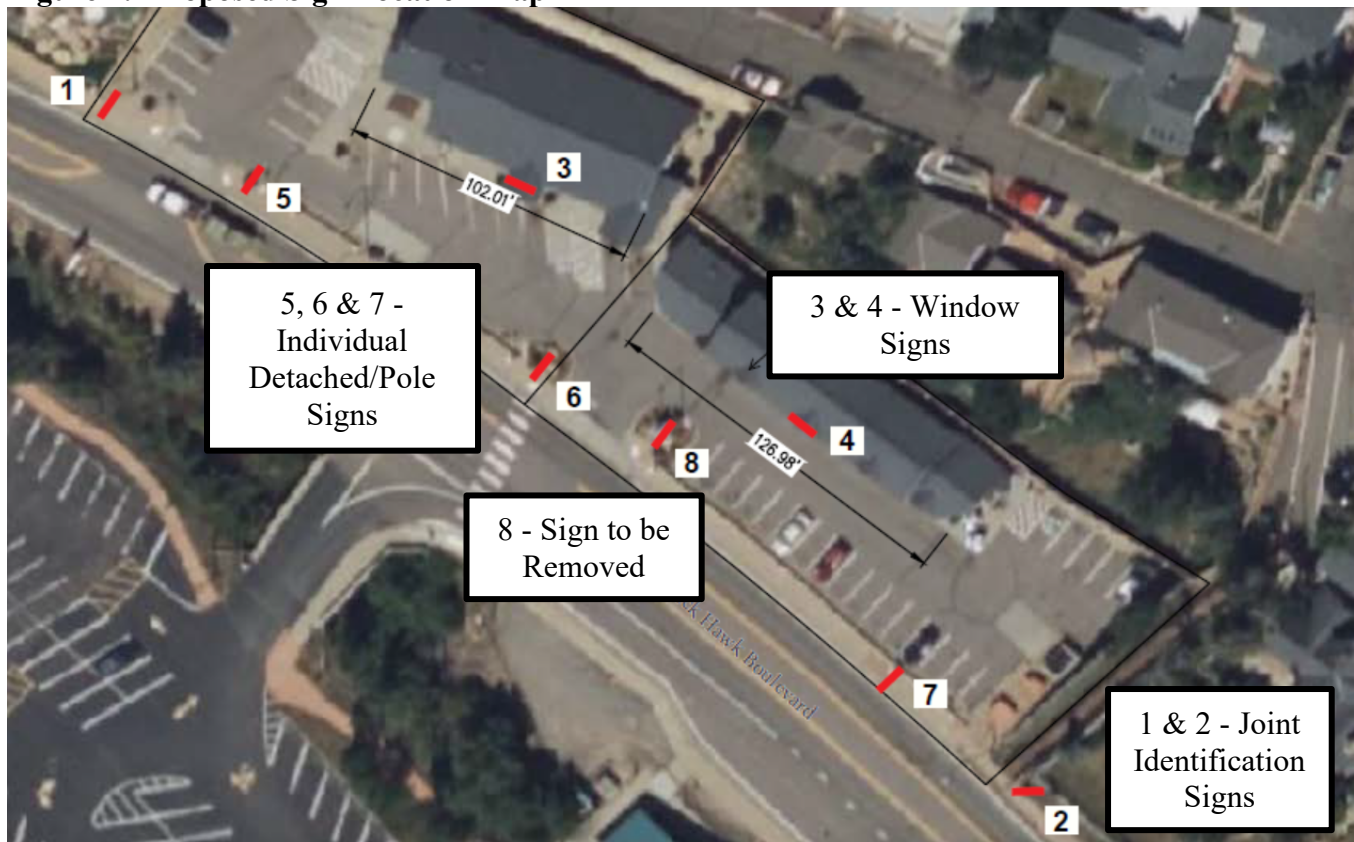
The proposed Black Hawk Commons CSP includes one (1) existing joint identification sign, two (2) proposed joint identification signs, two (2) window signs and six (6) individual detached signs that will be mounted to light poles along the sidewalk. The two window signs and three of the individual detached signs contain the Black Hawk logo only. These signs are non-advertising and therefore exempt from counting towards the total sign square footage. The submittal includes six (6) advertising signs with a total of 207 square feet. The properties' combined allowed sign area is 345.6 square feet, based on current regulatory calculations/allowances in the existing sign code outlined below.

Note: The existing joint identification sign is planned for removal, but is included in the CSP in the event it is not removed prior to the installation of the proposed signs. In addition, this CSP does not contain or include specific tenant signs on the building for each tenant. Each tenant is responsible for their own tenant signs on the building for this property/development.

### **Section 15-61 Building Frontage Measurement and Sign Area Calculation for a Comprehensive Sign Plan:**

- Total Frontage of 2 buildings = Length of Total Building Frontage = 229 linear feet
- Frontage length allowed per building = 128 feet per building = 256 linear feet
- Total Sign Area Awarded = Maximum frontage length x 1.35% = 256 x 1.35 = 345.6 square feet
- Total Square Footage of sign area proposed in Comprehensive Sign Plan: 207 square feet

**Figure 2: Proposed Sign Location Map**



**Figure 3: Proposed Joint Identification Sign & Existing Sign to be Removed**



**Figure 4: Proposed Window Sign & Proposed Individual Detached/Banner (Light Pole) Signs**



**REVIEW:**

The Black Hawk Municipal Code Chapter 15 (Sign Code) regulates signs within the City. Section 15-13 (Comprehensive Sign Plans) offers more flexibility as to the number, size, proportion and balance of signs on commercial properties. Section 15-61 (Building Frontage Measurements and Sign Area Calculations) calculates the total allowable square footage of signage based on the length of building frontage. One square foot of sign area is allowed for every one linear foot of building frontage. In addition, a minimum of 128 square feet of sign area is allowed for all buildings regardless of street frontage length.

Both buildings included with the Black Hawk Commons CSP have frontages that are shorter than 128 feet, and therefore are allowed the minimum of 128 square feet of sign area per building. The combined



allowed sign area for the Black Hawk Commons buildings is calculated as follows: 2 buildings x 128 linear feet = 256 square feet. The Sign Code also permits an increase in allowed sign area of 135% if the signs are included in a Comprehensive Sign Plan. Therefore, the total allowed sign area for the Gregory Street Comprehensive Sign Plan is  $256 \times 1.35 = 345.6$  square feet.

The Black Hawk Commons Comprehensive Sign Plan proposes 5 non-advertising signs and 6 advertising signs with a total of 207 square feet, which is below the total allowed sign area.

### **Applicable City of Black Hawk Regulations**

Excerpts from:

***The City of Black Hawk  
Municipal Code  
Chapter 15 – Sign Code***

***Sec. 15-11. - Sign permit.***

- (a) Sign permit required. No on-site sign shall be erected, altered, reconstructed, maintained or moved in the City without first securing a permit from the City unless specifically allowed without a permit by this Chapter.*
- (b) Applicability.*
  - (1) A comprehensive sign plan shall be required for any proposal on a building located in a nonresidential district that includes additional sign area above the area allowed in a standard sign plan or any proposal that includes utilization of special event banners and signs for any special event as defined in the Black Hawk Municipal Code.*
  - (2) In addition to the comprehensive sign plan, the applicant shall follow the City Council design review and compatibility process as specified in Section 16-368 of the Black Hawk Municipal Code.*
  - (3) Comprehensive sign plans are not permitted within Residential Districts as defined by this Chapter.*
- (c) Sign permits shall be reviewed and approved in accordance with a property's approved standard sign plan or comprehensive sign plan, as the case may be.*

**Staff Comment: Approval of the proposed Comprehensive Sign Plan must be accomplished prior to the request for sign permit(s). The Black Hawk Commons CSP, if approved, will provide a plan for the review of sign permit requests within the Black Hawk Commons, which are non-residential properties.**

***Sec. 15-13. - Comprehensive sign plans.***

- (c) Applicability.*
  - (1) A comprehensive sign plan shall be required for any proposal on a building located in a nonresidential district that includes additional sign area above the area allowed in a standard*

*sign plan or any proposal that includes utilization of special event banners and signs for any special event as defined in the Black Hawk Municipal Code.*

*(2) In addition to the comprehensive sign plan, the applicant shall follow the City Council design review and compatibility process as specified in Section 16-368 of the Black Hawk Municipal Code.*

*(3) Comprehensive sign plans are not permitted within Residential Districts as defined by this Chapter.*

**Staff Comment: The applicant is requesting this CSP for property within a non-residential district. The applicant has followed the City Council design review and compatibility process as specified in Section 16-368 of the Zoning Code which is discussed in this staff report following the review of Chapter 15-Sign Code.**

*(d) Submittal requirements.*

*(2) Comprehensive sign plans shall include:*

- a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.*
- b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.*
- c. A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building*
- d. The site plan shall include the property lines of the subject site in order to determine that all signage is contained on the property.*

**Staff Comment: The applicant has submitted a Comprehensive Sign Plan including the required information regarding sign location, color renderings, sign dimensions sign chart, and a statement regarding sign area calculation.**

*(e) In case of projecting or blade signs that utilize the airspace above public right-of-way, a license agreement will be generated by the City of Black Hawk for the applicant to review and it shall be reviewed for approval by City Council.*

**Staff Comment: All proposed signs are located on City of Black Hawk property and therefore do not require a license agreement.**

*(f) No minimum or maximum standards are established for the comprehensive sign plan, except as follows:*

- (1) The total sign area proposed may not exceed one hundred thirty-five percent (135%) of the permitted sign area allowed on the subject property as calculated and regulated in Section 15-61. An additional thirty-five percent (35%) of sign area may be granted to a comprehensive sign plan if the application includes the use of electronic message centers (EMC). Therefore, the total sign area proposed may be a maximum of one hundred seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met.*

**Staff Comment: The proposed Black Hawk Commons CSP includes 6 non advertising signs and 5 advertising signs with 207 square feet of sign area. This is below the one hundred thirty-five percent**

(135%) of the permitted sign area allowed (345.6 sf) as calculated in the Review section of this staff report.

- (g) The comprehensive sign plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.*

**Staff Comment:** The proposed Black Hawk Commons CSP has been reviewed against the City of Black Hawk Municipal Code, the Commercial Design Guidelines, and the 2020 Comprehensive Plan. Staff finds that the proposed CSP is compliant with the Municipal Code and consistent with the Design Guidelines. In addition, staff finds that the proposed CSP will promote a goal of the Comprehensive Plan by encouraging diversified commercial development that complements gaming. In additions, this CSP was created to provide better visual ways to inform the public of the location of the tenants within Black Hawk Commons, and a strong desire to see tenants be successful on the property.

Excerpts from:  
***City of Black Hawk  
Zoning Code  
Chapter 16 – Zoning***

***Section 16-368. (e) (3) Except for applications seeking a COAC for demolition of a structure, which review is controlled by the criteria in subsection (4) below, in considering the issuance of a COAC, the City shall consider the following:***

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

**Staff Comment:** The applicant has submitted a complete Comprehensive Sign Plan document in accordance with the Sign Code. The CSP is included with this Staff Report.

- b. If a public hearing is required, any information presented at a public hearing held concerning the proposed work;*

**Staff Comment:** City and Baseline staff will be at the public hearing to provide additional information to the City Council if needed.

- c. The purpose of this Chapter;*

**Staff Comment:** The purpose of this chapter is to provide review and standards for exterior additions or renovations to non-historic buildings within the City. The proposed Black Hawk Commons CSP has been appropriately reviewed and processed in accordance with this chapter.

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

**Staff Comment:** The application is in compliance with this Code. Fees for City projects are not required.

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

**Staff Comment:** The proposed Black Hawk Commons CSP includes signage that staff believes is consistent with the special character of the City.

- f. Compliance with the City's residential or commercial design standards, as appropriate, including, but not limited to, reference to the historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City the position of the building, structure, park or open space in relation to public rights-of-way and to other buildings and structures in the City.*

**Staff Comment:** Staff believes that the signs included in the proposed Black Hawk Commons Comprehensive Sign Plan are consistent with the architectural style, general design, materials and colors of the Black Hawk Commons Commercial/Business Services District.

### **STAFF SUMMARY:**

Staff from Baseline Corporation has reviewed and evaluated the request for a Certificate of Architectural Compatibility for a Comprehensive Sign Plan as provided by the City of Black Hawk and finds the document to be in compliance with the regulations established in Sec. 15-13 of the Sign Code.

Staff recommends that the **Certificate of Architectural Compatibility for the proposed Black Hawk Commons Comprehensive Sign Plan** be approved, subject to the following conditions:

1. All proposed sign installations shall match the CSP as submitted; and
2. All applicable building and electrical permits must be obtained prior to beginning construction; and
3. The approval of the Certificate of Architectural Compatibility is valid for one hundred eighty (180) days.

### **FINDINGS:**

The City Council may approve, conditionally approve, or deny the application for a **Certificate of Architectural Compatibility for a Comprehensive Sign Plan**. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-52(b):

- (1) Implementation of the sign plan will provide signage that is compatible with the surrounding development and designed with a high-quality appearance; and
- (2) Implementation of the sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and
- (3) Implementation of the sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and
- (4) Implementation of the sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and

- (5) Implementation of the sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

**RECOMMENDATION:**

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

**MOTION TO APPROVE Resolution No. 13-2022, a resolution approving a Certificate of Architectural Compatibility for the Black Hawk Commons Comprehensive Sign Plan with the following conditions:**

1. All proposed sign installations shall match the CSP as submitted; and
2. All applicable building and electrical permits must be obtained prior to beginning construction; and
3. The approval of the Certificate of Architectural Compatibility is valid for one hundred eighty (180) days.

**ATTACHMENT:**

- Black Hawk Commons Comprehensive Sign Plan

# **Applicant's Submittal**



# Black Hawk Commons Comprehensive Sign Plan

7320-7340 Black Hawk Boulevard, Black Hawk  
February 2022



Certificate of Completeness

This Comprehensive Sign Plan has been approved by the Black Hawk City Council on \_\_\_\_\_, 202\_\_.

Resolution No. \_\_\_\_\_

This Document represents the approved Comprehensive Sign Plan Including any conditions by City Council.

Completeness certification by Baseline Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Signature: \_\_\_\_\_

Vincent Harris, AICP – Planning Director  
On behalf of the City of Black Hawk





# Sign Area Calculations

BLACK HAWK COMMONS BUILDING FRONTAGE & SIGN CALCULATION	
Total Building Frontage (LF):	229 LF
Allowable Sign Area (SF): (Per Section 15-61 of the Sign Code – each building is allowed a minimum of 128 SF)	256 SF
Total Allowable Sign Area Calculation (SF): (Per Section 15-61 of the Sign Code – sign area awarded for a comprehensive sign plan equals the total building frontage x 135%)	345.6 SF
Total Proposed Sign Area	207 SF

BLACK HAWK COMMONS PROPOSED SIGNS						
Sign ID	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
1	Joint Identification Sign	1	6' x 6' (double sided)	Northern Property Line at Sidewalk	Indirect	72 SF
2	Joint Identification Sign	1	6' x 6'	Southern Property Line at Sidewalk	Indirect	36 SF
3	Window Sign (non-advertising)	1	24" x 24"	Main Entrance Door at 7340 Black Hawk Blvd	None	Exempt
4	Window Sign (non-advertising)	1	24" x 24"	Main Entrance Door at 7320 Black Hawk Blvd	None	Exempt
5	Individual Detached Sign (advertising)	1	48" x 18" (double sided)	Northern Light Pole at Sidewalk	None	12 SF
	Individual Detached Sign (non-advertising)	1	48" x 10" (double sided)			Exempt
6	Individual Detached Sign (advertising)	1	48" x 18" (double sided)	Middle Light Pole at Sidewalk	None	12 SF
	Individual Detached Sign (non-advertising)	1	48" x 10" (double sided)			Exempt
7	Individual Detached Sign (advertising)	1	48" x 18" (double sided)	Southern Light Pole at Sidewalk	None	12 SF
	Individual Detached Sign (non-advertising)	1	48" x 10" (double sided)			Exempt
8	Existing Joint Identification Sign	1	7' x 4.5' (double sided)	Main Driveway Entrance	Indirect	63 SF
Totals		11				207 SF







1 Joint Identification Sign - Facing East Not to Scale  
36 square feet

Sign Specs	
Font Type	Chunk 5
Font Color	Black
Background Color	SW7120
Sign Material	Acrylic, Light Box





1 Joint Identification Sign - Facing West      Not to Scale  
36 square feet

Sign Specs	
Font Type	Chunk 5
Font Color	Black
Background Color	SW7120
Sign Material	Acrylic, Light Box





2 Joint Identification Sign - One Sided      Not to Scale  
36 square feet

Sign Specs	
Font Type	Chunk 5
Font Color	Black
Background Color	SW7120
Sign Material	Acrylic, Light Box



3 Window Sign Not to Scale  
4 square feet (Exempt)

Sign Specs	
Font Color	White
Sign Material	Vinyl
Coverage	Less than 25% of door

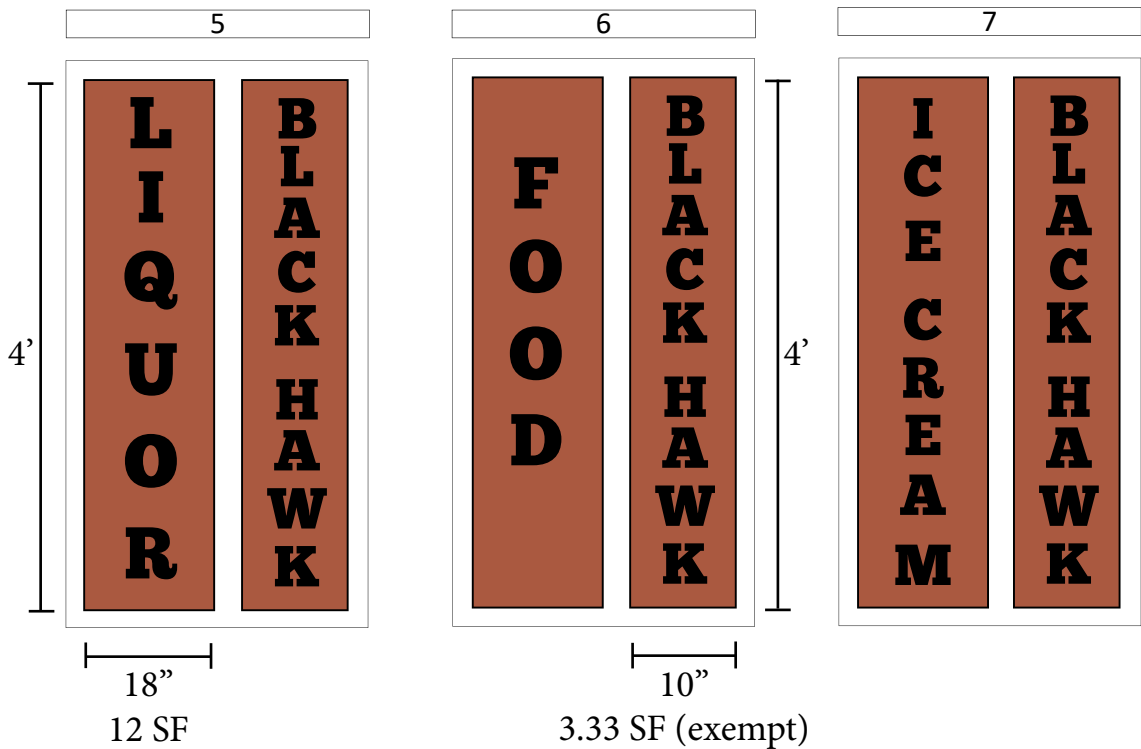




4 Window Sign Not to Scale  
4 square feet (Exempt)

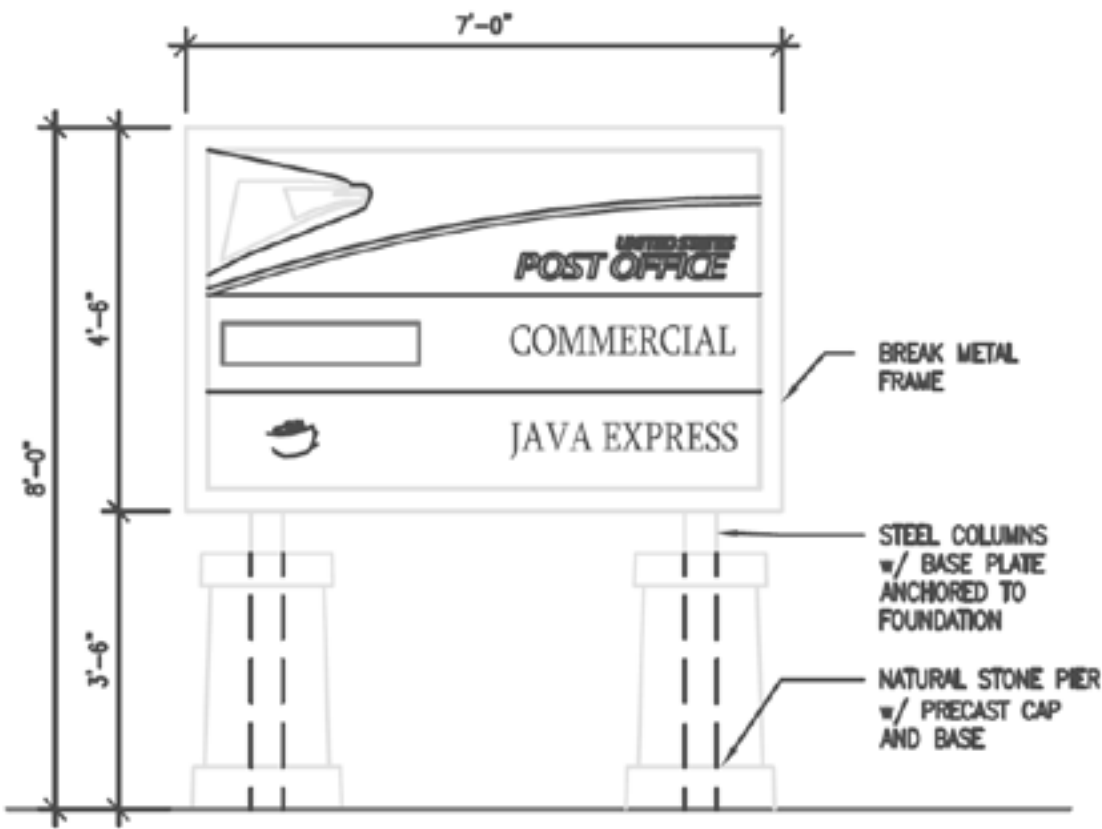
Sign Specs	
Font Color	White
Sign Material	Vinyl
Coverage	Less than 25% of door





Sign Specs	
Font Type	Chunk 5
Font Color	Black
Background Color	SW9006
Sign Material	Polyester





8 Existing Monument Sign Not to Scale  
63 square feet

\*This Existing Joint Identification Sign is planned for removal once the new Joint Identification Signs have been installed.

Sign Specs	
Font Color	Multi
Background Color	White
Sign Material	Metal (frame), Stone (base)

**Local Liquor License  
Authority Consideration of  
Approval for a New Beer and  
Wine Liquor License for Gift  
Eclectic, LLC dba Mountain  
Poppy Boutique & Gift  
Located at 317 Gregory Street**



# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Local Liquor License Authority consideration for a new Beer and Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift located at 317 Gregory Street.

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

**MOTION TO APPROVE** the application for a new Beer and Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift located at 317 Gregory Street.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City Clerk's office received a new Beer and Wine Liquor license application from Gift Eclectic, LLC on December 7, 2021. The application was deemed complete on December 15, 2021. The application is under concurrent review with the state, pending local approval.

At their January 12, 2022 City Council meeting, Council set the boundaries of the neighborhood as the entire City and set the public hearing date for February 23, 2022.

Please refer to the City Clerk's Preliminary Findings dated February 14, 2022, as sent to the applicant.

**AGENDA DATE:** February 23, 2022

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

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

**DOCUMENTS ATTACHED:** Preliminary Findings, application, and supporting documentation.

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**



---

Melissa A. Greiner, City Clerk

**REVIEWED BY:**



---

Stephen N. Cole, City Manager

**Administrative Services**

201 Selak  
P.O. Box 68  
Black Hawk, CO 80422  
www.cityofblackhawk.org  
303-582-2292 Office  
303-582-0848 Fax

**Mayor**

David D. Spellman

**Aldermen**

Linda Armbright  
Paul G. Bennett  
Hal Midcap  
Jim Johnson  
Greg Moates  
Benito Torres

**City Attorney**

Corey Y. Hoffmann

**City Manager**

Stephen N. Cole

**City Clerk /****Administrative Services Director**

Melissa A. Greiner

**Community Planning & Development  
Director**

Cynthia L. Linker

**Finance Director**

Lance R. Hillis

**Fire Chief / Emergency Manager**

Christopher K. Woolley

**Police Chief**

Michelle Moriarty

**Public Works Director**

Thomas Isbester

COLORADO'S SECOND OLDEST  
MUNICIPAL CORPORATION

**MEMORANDUM**

**TO:** Local Liquor Licensing Authority  
**FROM:** City Clerk's Office  
**DATE:** February 14, 2022  
**SUBJECT:** New Beer and Wine Liquor License  
**APPLICANT:** Gift Eclectic LLC dba Mountain Poppy  
Boutique & Gift  
**LOCATION:** 317 Gregory Street

**Preliminary Findings:**

Concerning the application for a new Beer and Wine Liquor license, the City Clerk's office reports the following:

1. An application was filed with the Clerk's Office on December 7, 2021.
2. The application was deemed complete on December 15, 2021.
3. The application was forwarded to the State of Colorado Liquor Enforcement Division for Concurrent Review on December 7, 2021.
4. There has not been, within the two years preceding the date of this application, a denial of an application by the state or local licensing authority for an application for the same class of license at the same location or within five hundred (500) feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
5. It appears from evidence submitted that selling liquor in the manner proposed in the application is not in violation of the zoning laws of the City of Black Hawk or any laws, rules or regulations of Gilpin County or the State of Colorado.
6. It appears from the evidence submitted that the applicant is entitled to possession of the premises where the license is proposed to be exercised by way of lease which expires December 31, 2024.

7. The building where the applicant proposes to sell alcohol is not in violation of the five hundred (500) foot limitation as set forth by City of Black Hawk Municipal Code § 6-67.
8. Background investigations were completed in December 2021, by CBI and the FBI.
9. It appears from the evidence submitted that the applicant does not have an ownership interest in another business maintaining or requiring a liquor license.
10. That the applicant had a Notice of Public Hearing posted on this matter on February 9, 2022, and publication was made in the Weekly Register-Call newspaper on February 10, 2022.
11. Petitions to establish the reasonable requirements of the defined neighborhood were circulated and submitted by the applicant, to the City Clerk's Office on February 10, 2022. An audit by the City Clerk's Office confirmed the following:
  - 33 Eligible Signatures Favoring  
(Residential - 18; Business - 15)
  - 0 Eligible Signatures Opposing  
(Residential – 0; Business – 0)
  - **33 Eligible Signatures**
12. At the public hearing, and pursuant to § 44-3-312(2)(a), C.R.S. 2002, as amended, the applicant has the burden of proving that she is qualified to hold the license applied for and that her character, record, and reputation are satisfactory; that the neighborhood needs this license and that the residents of the neighborhood desire that this license be granted.

**Review:**

City Clerk

**Recommendation:**

After receiving testimony, should the Authority wish to approve the application, the suggested motion follows below.

**Suggested Motion:**

I move to approve the application for a new Beer and Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift, 317 Gregory Street.



# Colorado Liquor Retail License Application

33 of 118

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I. Applicant information</b>	<input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
<b>II. Diagram of the premises</b>	<input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III. Proof of property possession (One Year Needed)</b>	<input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV. Background information (DR 8404-I) and financial documents</b>	<input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) <b>IdentoGO FAQs:</b> <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V. Sole proprietor/husband and wife partnership (if applicable)</b>	<input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI. Corporate applicant information (if applicable)</b>	<input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII. Partnership applicant information (if applicable)</b>	<input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII. Limited Liability Company applicant information (if applicable)</b>	<input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b>	<input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required



Name <b>Gift Eclectic, LLC</b>	Type of License	Account Number																							
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? <span style="float: right;">Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p style="margin-left: 20px;">a. Been denied an alcohol beverage license? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">b. Had an alcohol beverage license suspended or revoked? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p> <p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="text-align: right;">or</p> <p style="text-align: right;">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">Other: _____</p> <p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (&gt;) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (&lt;) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>13 b. Are you a Colorado resident? <span style="float: right;"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p> <p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership</b>, lease or other arrangement? <span style="float: right;"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 40%;">Landlord <b>City of Black Hawk</b></td> <td style="width: 40%;">Tenant <b>Gift Eclectic, LLC</b></td> <td style="width: 20%;">Expires <b>12/31/24</b></td> </tr> </table> <p style="margin-left: 20px;">b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <span style="float: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p> <p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 25%;">Last Name <b>n/a</b></td> <td style="width: 25%;">First Name <b>n/a</b></td> <td style="width: 15%;">Date of Birth</td> <td style="width: 20%;">FEIN or SSN</td> <td style="width: 15%;">Interest/Percentage</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Last Name <b>n/a</b></td> <td>First Name <b>n/a</b></td> <td>Date of Birth</td> <td>FEIN or SSN</td> <td>Interest/Percentage</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p><b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b></p> <p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <span style="float: right;"><input type="checkbox"/> <input type="checkbox"/></span></p> <p style="text-align: right;">Number of additional Optional Premise areas requested. (See license fee chart) <span style="border: 1px solid black; padding: 0 20px;"> </span></p> <p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p> <p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <span style="float: right;"><input type="checkbox"/> <input type="checkbox"/></span> If "yes" a copy of license must be attached.</p>			Landlord <b>City of Black Hawk</b>	Tenant <b>Gift Eclectic, LLC</b>	Expires <b>12/31/24</b>	Last Name <b>n/a</b>	First Name <b>n/a</b>	Date of Birth	FEIN or SSN	Interest/Percentage						Last Name <b>n/a</b>	First Name <b>n/a</b>	Date of Birth	FEIN or SSN	Interest/Percentage					
Landlord <b>City of Black Hawk</b>	Tenant <b>Gift Eclectic, LLC</b>	Expires <b>12/31/24</b>																							
Last Name <b>n/a</b>	First Name <b>n/a</b>	Date of Birth	FEIN or SSN	Interest/Percentage																					
Last Name <b>n/a</b>	First Name <b>n/a</b>	Date of Birth	FEIN or SSN	Interest/Percentage																					

Name <b>Gift Eclectic, LLC</b>	Type of License	Account Number		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	<input type="checkbox"/>	<input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?	<input type="checkbox"/>	<input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	<input type="checkbox"/>	<input type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
	<input type="checkbox"/>	<input type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.	<input type="checkbox"/>	<input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
<b>26. Tax Information.</b>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name <b>Leza A. Spencer</b>	Home Address, City & State <b>7471 Windwood Way, Parker, CO, 80134</b>	DOB <b>[REDACTED]</b>	Position <b>Member</b>	%Owned <b>100</b>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
<b>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</b> <b>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</b> <b>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</b> <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name Gift Eclectic, LLC		Type of License	Account Number	
<b>Oath Of Applicant</b>				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>Leza A. Spencer</i>		Printed Name and Title Leza A. Spencer, Member		Date 12/07/21
<b>Report and Approval of Local Licensing Authority (City/County)</b>				
Date application filed with local authority 12/7/21		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) February 23, 2022		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? <span style="float: right;">NA Yes No <input type="checkbox"/> <input type="checkbox"/></span>				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? <span style="float: right;">NA <input type="checkbox"/> <input type="checkbox"/></span>				
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? <span style="float: right;">NA <input type="checkbox"/> <input type="checkbox"/></span>				
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>				
Local Licensing Authority for City of Black Hawk		Telephone Number 303-582-2221		<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	



## Tax Check Authorization, Waiver, and Request to Release Information

I, Leza A. Spencer am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Gift Eclectic, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Leza A. Spencer / Gift Eclectic, LLC		Social Security Number/Tax Identification Number [REDACTED] / 94983146-0000	
Address 7471 Windwood Way			
City Parker		State CO	Zip 80134
Home Phone Number 303-386-6557		Business/Work Phone Number 303-386-6557	
Printed name of person signing on behalf of the Applicant/Licensee Leza Angeline Spencer			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Leza A. Spencer</u>			Date signed 12/7/21

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

LEGEND

- 1. 1/2" = 1'-0" FLOOR PLAN
- 2. 1/4" = 1'-0" SECTION
- 3. 1/8" = 1'-0" ELEVATION
- 4. 1/16" = 1'-0" DETAIL
- 5. 1/32" = 1'-0" ENLARGED DETAIL
- 6. 1/64" = 1'-0" ENLARGED DETAIL
- 7. 1/128" = 1'-0" ENLARGED DETAIL
- 8. 1/256" = 1'-0" ENLARGED DETAIL
- 9. 1/512" = 1'-0" ENLARGED DETAIL
- 10. 1/1024" = 1'-0" ENLARGED DETAIL
- 11. 1/2048" = 1'-0" ENLARGED DETAIL
- 12. 1/4096" = 1'-0" ENLARGED DETAIL
- 13. 1/8192" = 1'-0" ENLARGED DETAIL
- 14. 1/16384" = 1'-0" ENLARGED DETAIL
- 15. 1/32768" = 1'-0" ENLARGED DETAIL
- 16. 1/65536" = 1'-0" ENLARGED DETAIL
- 17. 1/131072" = 1'-0" ENLARGED DETAIL
- 18. 1/262144" = 1'-0" ENLARGED DETAIL
- 19. 1/524288" = 1'-0" ENLARGED DETAIL
- 20. 1/1048576" = 1'-0" ENLARGED DETAIL
- 21. 1/2097152" = 1'-0" ENLARGED DETAIL
- 22. 1/4194304" = 1'-0" ENLARGED DETAIL
- 23. 1/8388608" = 1'-0" ENLARGED DETAIL
- 24. 1/16777216" = 1'-0" ENLARGED DETAIL
- 25. 1/33554432" = 1'-0" ENLARGED DETAIL
- 26. 1/67108864" = 1'-0" ENLARGED DETAIL
- 27. 1/134217728" = 1'-0" ENLARGED DETAIL
- 28. 1/268435456" = 1'-0" ENLARGED DETAIL
- 29. 1/536870912" = 1'-0" ENLARGED DETAIL
- 30. 1/1073741824" = 1'-0" ENLARGED DETAIL
- 31. 1/2147483648" = 1'-0" ENLARGED DETAIL
- 32. 1/4294967296" = 1'-0" ENLARGED DETAIL
- 33. 1/8589934592" = 1'-0" ENLARGED DETAIL
- 34. 1/17179869184" = 1'-0" ENLARGED DETAIL
- 35. 1/34359738368" = 1'-0" ENLARGED DETAIL
- 36. 1/68719476736" = 1'-0" ENLARGED DETAIL
- 37. 1/137438953472" = 1'-0" ENLARGED DETAIL
- 38. 1/274877907344" = 1'-0" ENLARGED DETAIL
- 39. 1/549755814688" = 1'-0" ENLARGED DETAIL
- 40. 1/1099511629376" = 1'-0" ENLARGED DETAIL
- 41. 1/2199023258752" = 1'-0" ENLARGED DETAIL
- 42. 1/4398046517504" = 1'-0" ENLARGED DETAIL
- 43. 1/8796093035008" = 1'-0" ENLARGED DETAIL
- 44. 1/17592186070016" = 1'-0" ENLARGED DETAIL
- 45. 1/35184372140032" = 1'-0" ENLARGED DETAIL
- 46. 1/70368744280064" = 1'-0" ENLARGED DETAIL
- 47. 1/140737488560128" = 1'-0" ENLARGED DETAIL
- 48. 1/281474977120256" = 1'-0" ENLARGED DETAIL
- 49. 1/562949954240512" = 1'-0" ENLARGED DETAIL
- 50. 1/1125899908481024" = 1'-0" ENLARGED DETAIL
- 51. 1/2251799816962048" = 1'-0" ENLARGED DETAIL
- 52. 1/4503599633924096" = 1'-0" ENLARGED DETAIL
- 53. 1/9007199267848192" = 1'-0" ENLARGED DETAIL
- 54. 1/18014398535696384" = 1'-0" ENLARGED DETAIL
- 55. 1/36028797071392768" = 1'-0" ENLARGED DETAIL
- 56. 1/72057594142785536" = 1'-0" ENLARGED DETAIL
- 57. 1/144115188285571072" = 1'-0" ENLARGED DETAIL
- 58. 1/288230376571142144" = 1'-0" ENLARGED DETAIL
- 59. 1/576460753142284288" = 1'-0" ENLARGED DETAIL
- 60. 1/1152921506284568576" = 1'-0" ENLARGED DETAIL
- 61. 1/2305843012569137152" = 1'-0" ENLARGED DETAIL
- 62. 1/4611686025138274304" = 1'-0" ENLARGED DETAIL
- 63. 1/9223372050276548608" = 1'-0" ENLARGED DETAIL
- 64. 1/18446744100553097216" = 1'-0" ENLARGED DETAIL
- 65. 1/36893488201106194432" = 1'-0" ENLARGED DETAIL
- 66. 1/73786976402212388864" = 1'-0" ENLARGED DETAIL
- 67. 1/14757395280442477728" = 1'-0" ENLARGED DETAIL
- 68. 1/29514790560884955456" = 1'-0" ENLARGED DETAIL
- 69. 1/59029581121769910912" = 1'-0" ENLARGED DETAIL
- 70. 1/118059162243539821824" = 1'-0" ENLARGED DETAIL
- 71. 1/236118324487079643648" = 1'-0" ENLARGED DETAIL
- 72. 1/472236648974159287296" = 1'-0" ENLARGED DETAIL
- 73. 1/944473297948318574592" = 1'-0" ENLARGED DETAIL
- 74. 1/1888946595896637149184" = 1'-0" ENLARGED DETAIL
- 75. 1/3777893191793274298368" = 1'-0" ENLARGED DETAIL
- 76. 1/7555786383586548596736" = 1'-0" ENLARGED DETAIL
- 77. 1/15111572767173097193472" = 1'-0" ENLARGED DETAIL
- 78. 1/30223145534346194386944" = 1'-0" ENLARGED DETAIL
- 79. 1/60446291068692388773888" = 1'-0" ENLARGED DETAIL
- 80. 1/120892582137384777547776" = 1'-0" ENLARGED DETAIL
- 81. 1/241785164274769555095552" = 1'-0" ENLARGED DETAIL
- 82. 1/483570328549539110191104" = 1'-0" ENLARGED DETAIL
- 83. 1/967140657099078220382208" = 1'-0" ENLARGED DETAIL
- 84. 1/1934281314198156440764416" = 1'-0" ENLARGED DETAIL
- 85. 1/3868562628396312881528832" = 1'-0" ENLARGED DETAIL
- 86. 1/7737125256792625763057664" = 1'-0" ENLARGED DETAIL
- 87. 1/15474250513585251526115328" = 1'-0" ENLARGED DETAIL
- 88. 1/30948501027170503052230656" = 1'-0" ENLARGED DETAIL
- 89. 1/61897002054341006104461312" = 1'-0" ENLARGED DETAIL
- 90. 1/123794004108682012208922624" = 1'-0" ENLARGED DETAIL
- 91. 1/247588008217364024417845248" = 1'-0" ENLARGED DETAIL
- 92. 1/495176016434728048835690496" = 1'-0" ENLARGED DETAIL
- 93. 1/990352032869456097671380992" = 1'-0" ENLARGED DETAIL
- 94. 1/1980704065738912195342761984" = 1'-0" ENLARGED DETAIL
- 95. 1/3961408131477824390685523968" = 1'-0" ENLARGED DETAIL
- 96. 1/7922816262955648781371047936" = 1'-0" ENLARGED DETAIL
- 97. 1/15845632525911297562742095872" = 1'-0" ENLARGED DETAIL
- 98. 1/31691265051822595125484191744" = 1'-0" ENLARGED DETAIL
- 99. 1/63382530103645190250968383488" = 1'-0" ENLARGED DETAIL
- 100. 1/126765060207290380501936766976" = 1'-0" ENLARGED DETAIL
- 101. 1/253530120414580761003873533952" = 1'-0" ENLARGED DETAIL
- 102. 1/507060240829161522007747067904" = 1'-0" ENLARGED DETAIL
- 103. 1/1014120481658323044015494135808" = 1'-0" ENLARGED DETAIL
- 104. 1/2028240963316646088030988271616" = 1'-0" ENLARGED DETAIL
- 105. 1/4056481926633292176061976543232" = 1'-0" ENLARGED DETAIL
- 106. 1/8112963853266584352123953086464" = 1'-0" ENLARGED DETAIL
- 107. 1/16225927706533168704247906172928" = 1'-0" ENLARGED DETAIL
- 108. 1/32451855413066337408495812345856" = 1'-0" ENLARGED DETAIL
- 109. 1/64903710826132674816991624691712" = 1'-0" ENLARGED DETAIL
- 110. 1/129807421652265349633983249383424" = 1'-0" ENLARGED DETAIL
- 111. 1/259614843304530699267966498766848" = 1'-0" ENLARGED DETAIL
- 112. 1/519229686609061398535932997533696" = 1'-0" ENLARGED DETAIL
- 113. 1/1038459373218122797071865995067392" = 1'-0" ENLARGED DETAIL
- 114. 1/2076918746436245594143731990134784" = 1'-0" ENLARGED DETAIL
- 115. 1/4153837492872491188287463980269568" = 1'-0" ENLARGED DETAIL
- 116. 1/8307674985744982376574927960539136" = 1'-0" ENLARGED DETAIL
- 117. 1/16615349971489964753149855921078272" = 1'-0" ENLARGED DETAIL
- 118. 1/33230699942979929506299711842156544" = 1'-0" ENLARGED DETAIL
- 119. 1/66461399885959859012599423684313088" = 1'-0" ENLARGED DETAIL
- 120. 1/132922799771919718025198847368626176" = 1'-0" ENLARGED DETAIL
- 121. 1/265845599543839436050397694737252352" = 1'-0" ENLARGED DETAIL
- 122. 1/531691199087678872100795389474504704" = 1'-0" ENLARGED DETAIL
- 123. 1/1063382398175357744201590778949009408" = 1'-0" ENLARGED DETAIL
- 124. 1/2126764796350715488403181557898018816" = 1'-0" ENLARGED DETAIL
- 125. 1/4253529592701430976806363115796037632" = 1'-0" ENLARGED DETAIL
- 126. 1/8507059185402861953612726231592075264" = 1'-0" ENLARGED DETAIL
- 127. 1/17014118370805723907225452463184150528" = 1'-0" ENLARGED DETAIL
- 128. 1/34028236741611447814450904926368301056" = 1'-0" ENLARGED DETAIL
- 129. 1/68056473483222895628901809852736602112" = 1'-0" ENLARGED DETAIL
- 130. 1/136112946966445791257803619705473204224" = 1'-0" ENLARGED DETAIL
- 131. 1/272225893932891582515607239410946408448" = 1'-0" ENLARGED DETAIL
- 132. 1/544451787865783165031214478821892816896" = 1'-0" ENLARGED DETAIL
- 133. 1/1088903575731566330062428957643785633792" = 1'-0" ENLARGED DETAIL
- 134. 1/2177807151463132660124857915287571267584" = 1'-0" ENLARGED DETAIL
- 135. 1/4355614302926265320249715830575142535168" = 1'-0" ENLARGED DETAIL
- 136. 1/8711228605852530640499431661150285070336" = 1'-0" ENLARGED DETAIL
- 137. 1/17422457211705061280998863322300570140672" = 1'-0" ENLARGED DETAIL
- 138. 1/34844914423410122561997726644601140281344" = 1'-0" ENLARGED DETAIL
- 139. 1/69689828846820245123995453289202280562688" = 1'-0" ENLARGED DETAIL
- 140. 1/139379657693640490247990906578404561125376" = 1'-0" ENLARGED DETAIL
- 141. 1/278759315387280980495981813156809122250752" = 1'-0" ENLARGED DETAIL
- 142. 1/557518630774561960991963626313618244501504" = 1'-0" ENLARGED DETAIL
- 143. 1/1115037261549123921983927252627236490003008" = 1'-0" ENLARGED DETAIL
- 144. 1/2230074523098247843967854505254472980006016" = 1'-0" ENLARGED DETAIL
- 145. 1/4460149046196495687935709010508947600012032" = 1'-0" ENLARGED DETAIL
- 146. 1/8920298092392991375871418021017895200024064" = 1'-0" ENLARGED DETAIL
- 147. 1/17840596184785982751742836042035790400048128" = 1'-0" ENLARGED DETAIL
- 148. 1/35681192369571965503485672084071580800096256" = 1'-0" ENLARGED DETAIL
- 149. 1/71362384739143931006971344168143161600192512" = 1'-0" ENLARGED DETAIL
- 150. 1/142724769478287862013942688336286323200384024" = 1'-0" ENLARGED DETAIL
- 151. 1/28544953895657572402788537667257264640076848" = 1'-0" ENLARGED DETAIL
- 152. 1/57089907791315144805577075334514529280153792" = 1'-0" ENLARGED DETAIL
- 153. 1/114179815582630289611154150669029058560307584" = 1'-0" ENLARGED DETAIL
- 154. 1/228359631165260579222308301338058117120605168" = 1'-0" ENLARGED DETAIL
- 155. 1/456719262330521158444616602676116234241203328" = 1'-0" ENLARGED DETAIL
- 156. 1/913438524661042316889233205352232468482406656" = 1'-0" ENLARGED DETAIL
- 157. 1/1826877049322084633778466410704464936964813312" = 1'-0" ENLARGED DETAIL
- 158. 1/3653754098644169267556932821408929873929626624" = 1'-0" ENLARGED DETAIL
- 159. 1/7307508197288338535113865642817859747859253248" = 1'-0" ENLARGED DETAIL
- 160. 1/14615016394576677070227731285635719495718506496" = 1'-0" ENLARGED DETAIL
- 161. 1/29230032789153354140455462571271438991437012992" = 1'-0" ENLARGED DETAIL
- 162. 1/58460065578306708280910925142542877982874025984" = 1'-0" ENLARGED DETAIL
- 163. 1/116920131156613416561821850285085755965748051968" = 1'-0" ENLARGED DETAIL
- 164. 1/233840262313226833123643700570171511931496103936" = 1'-0" ENLARGED DETAIL
- 165. 1/467680524626453666247287401140343023862992207872" = 1'-0" ENLARGED DETAIL
- 166. 1/935361049252907332494574802280686047725984415744" = 1'-0" ENLARGED DETAIL
- 167. 1/1870722098505814664989149604561372095451968831488" = 1'-0" ENLARGED DETAIL
- 168. 1/3741444197011629329978299209122744190903937662976" = 1'-0" ENLARGED DETAIL
- 169. 1/7482888394023258659956598418245488381807875325952" = 1'-0" ENLARGED DETAIL
- 170. 1/14965776788046517319913196836490976763615750651904" = 1'-0" ENLARGED DETAIL
- 171. 1/29931553576093034639826393672981953527231501303808" = 1'-0" ENLARGED DETAIL
- 172. 1/59863107152186069279652787345963907054463002607616" = 1'-0" ENLARGED DETAIL
- 173. 1/119726214304372138559305574691927814108926005215232" = 1'-0" ENLARGED DETAIL
- 174. 1/239452428608744277118611149383855628217852010430464" = 1'-0" ENLARGED DETAIL
- 175. 1/478904857217488554237222298767711256435704020860928" = 1'-0" ENLARGED DETAIL
- 176. 1/957809714434977108474444597535422512871408041721856" = 1'-0" ENLARGED DETAIL
- 177. 1/1915619428869954216948889195070845025742816083443712" = 1'-0" ENLARGED DETAIL
- 178. 1/3831238857739908433897778390141690051485632166887424" = 1'-0" ENLARGED DETAIL
- 179. 1/7662477715479816867795556780283380102971264333774848" = 1'-0" ENLARGED DETAIL
- 180. 1/15324955430959633735591113560566760205942528667549696" = 1'-0" ENLARGED DETAIL
- 181. 1/30649910861919267471182227121133520411885057335099392" = 1'-0" ENLARGED DETAIL
- 182. 1/61299821723838534942364454242267040823770114670198784" = 1'-0" ENLARGED DETAIL
- 183. 1/122599643447677069884728908484534081644740229340397568" = 1'-0" ENLARGED DETAIL
- 184. 1/245199286895354139769457816969068163289480458680795136" = 1'-0" ENLARGED DETAIL
- 185. 1/490398573790708279538915633938136326578960917361590272" = 1'-0" ENLARGED DETAIL
- 186. 1/980797147581416559077831267876272653157921834723180544" = 1'-0" ENLARGED DETAIL
- 187. 1/1961594295162833118155662535752545306315843669446361088" = 1'-0" ENLARGED DETAIL
- 188. 1/3923188590325666236311325071505090612631687338892722176" = 1'-0" ENLARGED DETAIL
- 189. 1/7846377180651332472622650143010181225263374677785444352" = 1'-0" ENLARGED DETAIL
- 190. 1/15692754361302664945245300286020362450526749355570888704" = 1'-0" ENLARGED DETAIL
- 191. 1/31385508722605329890490600572040724901053498711141777408" = 1'-0" ENLARGED DETAIL
- 192. 1/62771017445210659780981201144081449802106997422283554816" = 1'-0" ENLARGED DETAIL
- 193. 1/125542034890421319561962402288162899604213994844567109632" = 1'-0" ENLARGED DETAIL
- 194. 1/251084069780842639123924804576325799208427989689134219264" = 1'-0" ENLARGED DETAIL
- 195. 1/502168139561685278247849609152651584416855979378268438528" = 1'-0" ENLARGED DETAIL
- 196. 1/1004336279123370556495699218305303168833711958756536877056" = 1'-0" ENLARGED DETAIL
- 197. 1/2008672558246741112991398436610606337667423917513073754112" = 1'-0" ENLARGED DETAIL
- 198. 1/4017345116493482225982796873221212675334847835026147508224" = 1'-0" ENLARGED DETAIL
- 199. 1/8034690232986964451965593746442425350669695670052295016448" = 1'-0" ENLARGED DETAIL
- 200. 1/16069380465973928903931187492884850701339391340104590032896" = 1'-0" ENLARGED DETAIL
- 201. 1/32138760931947857807862374985769701402678782680209180065792" = 1'-0" ENLARGED DETAIL
- 202. 1/64277521863895715615724749971539402805357565360418360131584" = 1'-0" ENLARGED DETAIL
- 203. 1/128555043727791431231449499943078805610715130720836720263168" = 1'-0" ENLARGED DETAIL
- 204. 1/257110087455582862462898999886157611221430261441673440526336" = 1'-0" ENLARGED DETAIL
- 205. 1/514220174911165724925797999772315222442860522883346881052672" = 1'-0" ENLARGED DETAIL
- 206. 1/1028440349822331449751595999544630444885721045766693762105344" = 1'-0" ENLARGED DETAIL
- 207. 1/2056880699644662899503191999089260889771442091533387524210688" = 1'-0" ENLARGED DETAIL
- 208. 1/4113761399289325799006383998178521779542884183066775048421376" = 1'-0" ENLARGED DETAIL
- 209. 1/8227522798578651598012767996357043559085768366133550096842752" = 1'-0" ENLARGED DETAIL
- 210. 1/16455045597157303196025535992714087118171536732267100193685504" = 1'-0" ENLARGED DETAIL
- 211. 1/32910091194314606392051071985428174376343073464534200387371008" = 1'-0" ENLARGED DETAIL
- 212. 1/65820182388629212784102143970856348752686146929068400774742016" = 1'-0" ENLARGED DETAIL
- 213. 1/131640364777258425568204287941712697505372293858136801549484032" = 1'-0" ENLARGED DETAIL
- 214. 1/263280729554516851136408575883425395010744587716273603098968064" = 1'-0" ENLARGED DETAIL
- 215. 1/5265614591090337022728171517668507900214

## Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and Gift Eclectic, 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 described as 317 Gregory Street, Black Hawk, Colorado 80422, (aka The McAfee House) (Approx. 2,924 Rentable Square Feet) (the "Premises") upon the following TERMS and CONDITIONS:

**1. Term; Renewal; Rent; Termination.**

A. Term. City demises the above Premises for an initial term commencing on September 23, 2021, and expiring on December 31, 2024.

B. Renewal. Provided that Tenant is not in default of any terms or conditions of this Lease, Tenant and City agree to initiate renewal negotiations within the final sixty (60) days of the Lease.

C. Rent. Subject to the provisions of subsection D. of this Section 2, Tenant shall pay rent to City in the amount of One Thousand Four Hundred and Sixty-Two dollars (\$1,462.00) per month for the first twelve months of this lease in advance on the first day of each month for that month's rental, during the term of this lease. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent, which shall constitute payment for the aforesaid first month's rent. The total amount of the first month's prorated rent shall be One Hundred and Twenty-Eight Dollars (\$128.00), which total amount takes into account the application of the rent credit set forth in subsection D of this Section below. 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. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers.

D. Rent Credit. The Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to One Thousand Three Hundred and Thirty-Four Dollars (\$1,334.00). This credit is for the disruption and inconveniences anticipated along Gregory Plaza during the initial lease term. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the initial lease term, the rent credit shall be increased by an amount equal to the Consumer Price Index adjustment pursuant to Section 1.C. After application of the Rent Credit, the actual monthly rent will be \$128.00 for the duration of the initial lease.

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.

F. 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.

G. 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.

H. Build-Out Allowance. The Tenant is entitled to and the City shall pay Tenant improvements in the form of a Build-Out Allowance in an amount not to exceed Twelve Thousand Eight Hundred Dollars (\$12,800.00). Specific Tenant improvements and eligibility for the allowance will be approved by the City in advance. Additionally, improvements must be completed by September 30, 2023. Building Permits must be obtained and work must be performed by Licensed Contractors, when applicable. All improvements covered by this allowance are the property of the City and will remain on the premise at the conclusion of the lease.

2. Use.

A. Use as a Retail Store. Tenant shall use and occupy the Premises for a retail establishment, as well as a small scale coffee bar and/or wine bar and other associated permitted activities. 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. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Tenant. Tenant 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

B. Standards of Operation. As proposed in the Business Plan, it is the expectation of the City that the Tenant have the building open to walk-up foot traffic during certain times.

**Year One: 01/01/2022-12/31/2022:** The goal in year one will be to build brand visibility and build foot traffic to the Gregory Plaza. The space will be open for foot traffic during set retail hours (Friday-Sunday Noon-6pm), also when artisans are in the space. We will communicate open hours via social media/website. By May 2022 the goal will be to have regular retail hours Thursday-Monday at a minimum of 4 hours a day during peak times and 6 hours on weekends. Winter of 2022 we will have increased services during the week (closed to foot traffic, by appointment only) and have retail hours Friday-Monday for 5 hours a day.

**Year Two: 01/01/2023- 12/31/2023:** The goal of year two will be to build a more extensive event plan on the plaza to extend the target market and increase traffic. In year two I plan to be open daily during peak season, with a closed day in the slower seasons. We will have



dedicated store hours that are outside of peak retail hours. Peak Retail Hours will be decided based on the flow of traffic and discoveries made in year one.

**Year Three: 01/01/2024-12/31/2024:** The goal of year three will be to start building a profit and following. We will be open daily during peak season with the goal of being open daily year-round, still having the option to be closed on an off day. We will have dedicated store hours that are outside of peak retail hours. Peak Retail Hours will be decided based on the flow of traffic and discoveries made in prior years.

3. **Care and Maintenance of Premises.** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the heating & cooling systems, water heater, roof, exterior walls, and structural foundations, which shall be maintained by City.

4. **Tenant Improvements and Alterations.**

A. Tenant Improvements. The Premises shall be delivered as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

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. 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 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. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this lease.

7. **Utilities.** The Tenant shall be responsible gas, electric and water services. These utilities will remain in the name of the City and will be charged back to the Tenant on a monthly basis. Tenant shall also be responsible in its own name for telephone/cable/data/internet/satellite service, equipment, and repairs if such services are determined to be necessary by Tenant.

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 protecting the Premises and Tenant's use thereof against claims for personal injury and death 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. Rental value insurance (covering loss or damage by fire with extended coverage).
- iv. Business interruption insurance and/or loss of "rental value" insurance.
- v. 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 Two Thousand Five Hundred Dollars (\$2,500.00) as a personal guaranty. 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, highways, streets, malls, 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, including the courtyard, patio and rear stairs, more particularly described in Exhibit B and highlighted in yellow, attached hereto and incorporated herein by this reference, reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.



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.

G. Abide by all parking regulations along Gregory Street. This includes the Tenant and its agents. Specifically, the Tenant agrees not to park in Level 1 or Level 2 of the St. Charles Carriage House Parking Garage. It is the intention of the City to provide employee parking on Level 3 of the St. Charles Carriage House Parking Garage. However, the City retains the right to move employee parking to another location at its sole discretion.

19. **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.

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

21. **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: Gift Eclectic, LLC  
Attn: Leza A. Spencer  
7471 Windwood Way  
Parker, CO 80134

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

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

23. **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.

24. **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 21<sup>st</sup> day of September, 2021.

CITY OF BLACK HAWK, COLORADO

By:

David D. Spellman  
David. D. Spellman, Mayor

ATTEST:

Melissa A. Greiner  
Melissa A. Greiner, CMC, City Clerk

GIFT ECLECTIC, LLC

By:

Leza A. Spencer  
Leza A. Spencer, Member

STATE OF COLORADO )

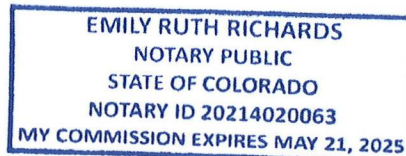
COUNTY OF Gilpin )

) ss.

Subscribed and sworn to before me this 21<sup>st</sup> day of September, 2021, by  
Leza A. Spencer as Owner of Gift Eclectic LLC

My Commission expires:

[S E A L]



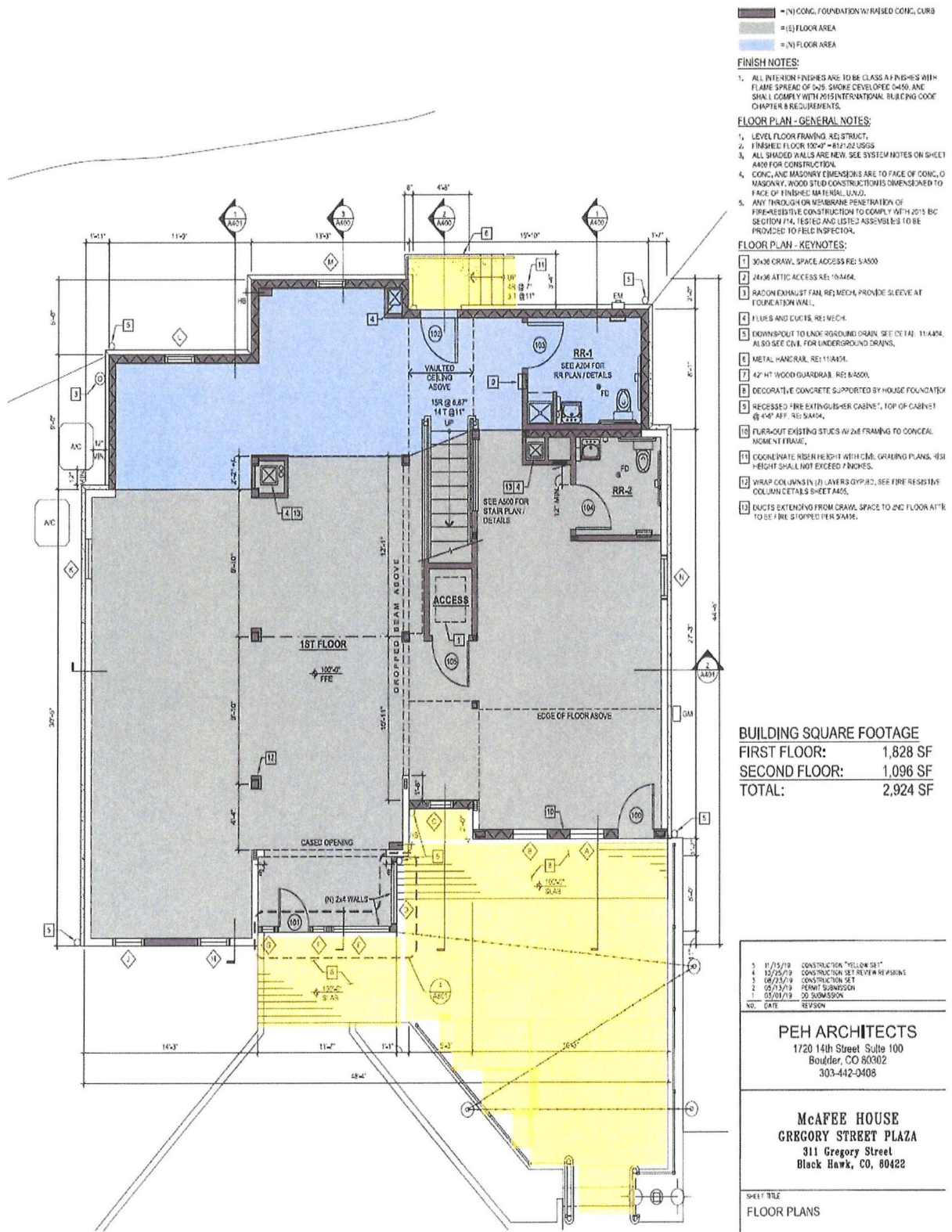
Emily R. Richards  
Notary Public



#### **EXHIBIT A**

The premise located at 317 Gregory Street, the McAfee House, consists of approximately 2,924 square feet of space, including 1,828 S.F. of first floor area and 1,096 S.F. of second floor area.

## EXHIBIT - B



## Individual History Record

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

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

1. Name of Business Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift		Home Phone Number 3033866557	Cellular Number 3033866557	
2. Your Full Name (last, first, middle) Spencer, Leza, Angeline		3. List any other names you have used Morosini, Leza, Angeline		
4. Mailing address (if different from residence) PO Box 662, Central City, CO 80422		Email Address spencer.leza@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
<b>Street and Number</b>		<b>City, State, Zip</b>		<b>From</b>
<b>To</b>				
Current 7471 Windwood Way		Parker, CO, 80134		02/20/09
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
<b>Name of Employer or Business</b>		<b>Address (Street, Number, City, State, Zip)</b>		<b>Position Held</b>
<b>From</b>		<b>To</b>		
Denver West Central City KOA		305 Lake Gulch Rd, Central City, CO, 80422		owner
01/01/09				
Mountain Poppy Boutique & Gift		317 Gregory St, Black Hawk, CO, 80422		owner
09/21/21				
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
<b>Name of Relative</b>		<b>Relationship to You</b>		<b>Position Held</b>
<b>Name of Licensee</b>				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				



10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

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

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

### Personal and Financial Information

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

13a. Date of Birth [REDACTED]	b. Social Security Number [REDACTED]	c. Place of Birth Denver, CO	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height [REDACTED]	m. Weight [REDACTED]	n. Hair Color Brown	o. Eye Color Brown
p. Gender Female		q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] State Colorado	

#### 14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.  
\$ n/a

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 10,000

\* If corporate investment only please skip to and complete section (d)

\*\* Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	Savings	First Bank	10,000

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

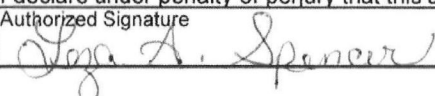
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

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

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

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

Authorized Signature 	Print Signature Leza A. Spencer	Title Owner/Member	Date 12/06/21
---	------------------------------------	-----------------------	------------------

## Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** Gift Eclectic, LLC

**The principal office street address is** 7471 Windwood Way  
Parker CO 80134  
US

**The principal office mailing address is** 7471 Windwood Way  
Parker CO 80134  
US

**The name of the registered agent is** Leza A Spencer

**The registered agent's street address is** 7471 Windwood Way  
Parker CO 80134  
US

**The registered agent's mailing address is** 7471 Windwood Way  
Parker CO 80134  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Members

There is at least one member of the limited liability company.

### Person(s) forming the limited liability company

Leza A Spencer  
7471 Windwood Way  
Parker CO 80134  
US

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

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Leza A Spencer  
7471 Windwood Way  
Parker CO 80134  
US



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Gift Eclectic, LLC

is a

Limited Liability Company

formed or registered on 09/05/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211825018 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/03/2021 that have been posted, and by documents delivered to this office electronically through 12/06/2021 @ 13:55:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/06/2021 @ 13:55:40 in accordance with applicable law. This certificate is assigned Confirmation Number 13631928 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Black Hawk, acting as the Black Hawk Local Liquor Licensing Authority, will hold a public hearing concerning a new Beer and Wine Liquor License application for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift for a premises located at 317 Gregory Street, Black Hawk, CO 80422. The date the application was deemed complete by the City Clerk's office was December 15, 2021. Leza A. Spencer is the owner and only managing officer of the LLC, with a business address of 7471 Windwood Way, Parker, CO 80134.

The public hearing is to be held before the City Council of the City of Black Hawk on Wednesday, February 23, 2022 at 3:00 p.m. or as soon as possible thereafter. The public hearing will be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place as the hearing may be continued.

THE PUBLIC MAY ATTEND

ALL PARTIES IN INTEREST  
MAY PRESENT EVIDENCE AND CROSS-EXAMINE WITNESSES

Respectfully submitted,  
Melissa A. Greiner, CMC, City Clerk

Published in the Weekly Register Call:  
February 10, 2022

# BUSINESS PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.

Applicant: Gift Eclectic, LLC  
d/b/a: **Mountain Poppy Boutique & Gift**  
Address: 317 Gregory Street, Black Hawk, CO 80422  
Application for a **NEW Beer & Wine License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on **Wednesday, February 23<sup>rd</sup>, 2022, at 3:00 pm** in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

## INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the City of Black Hawk. \*See attached map
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulator(s) must witness all signatures.

PETITION ISSUE: If you FAVOR/SUPPORT this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition FAVOR "YES".

If you OPPOSE/DO NOT SUPPORT this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition OPPOSED "NO".

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/year	Printed Name	Business Name	Age	Favor Yes X	Oppose No X	Reason  Circle Owner or Manager
	Signature	Business Address				
1/22/2022	Eric Myhre	357 Gregory St Black Hawk, CO 80422	45	X		Owner Manager
1/30/22	Lindsay Gianola	387 Gregory St Black Hawk CO 80422	35	X		Owner Manager
1/30/22	Bill SANDHER	200 Dolly Casino	65	X		Owner Manager
1-30-22	Jamie Pierce	231 Gregory St. The Green Solution	33	X		Owner Manager
2/5/22	Winnette St. John	137 Clear Creek Feeney Farms II	53	X		Owner Manager
2-5-22	John Bartschi	Black Hawk Bean & Cream	55	X		Owner Manager



Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

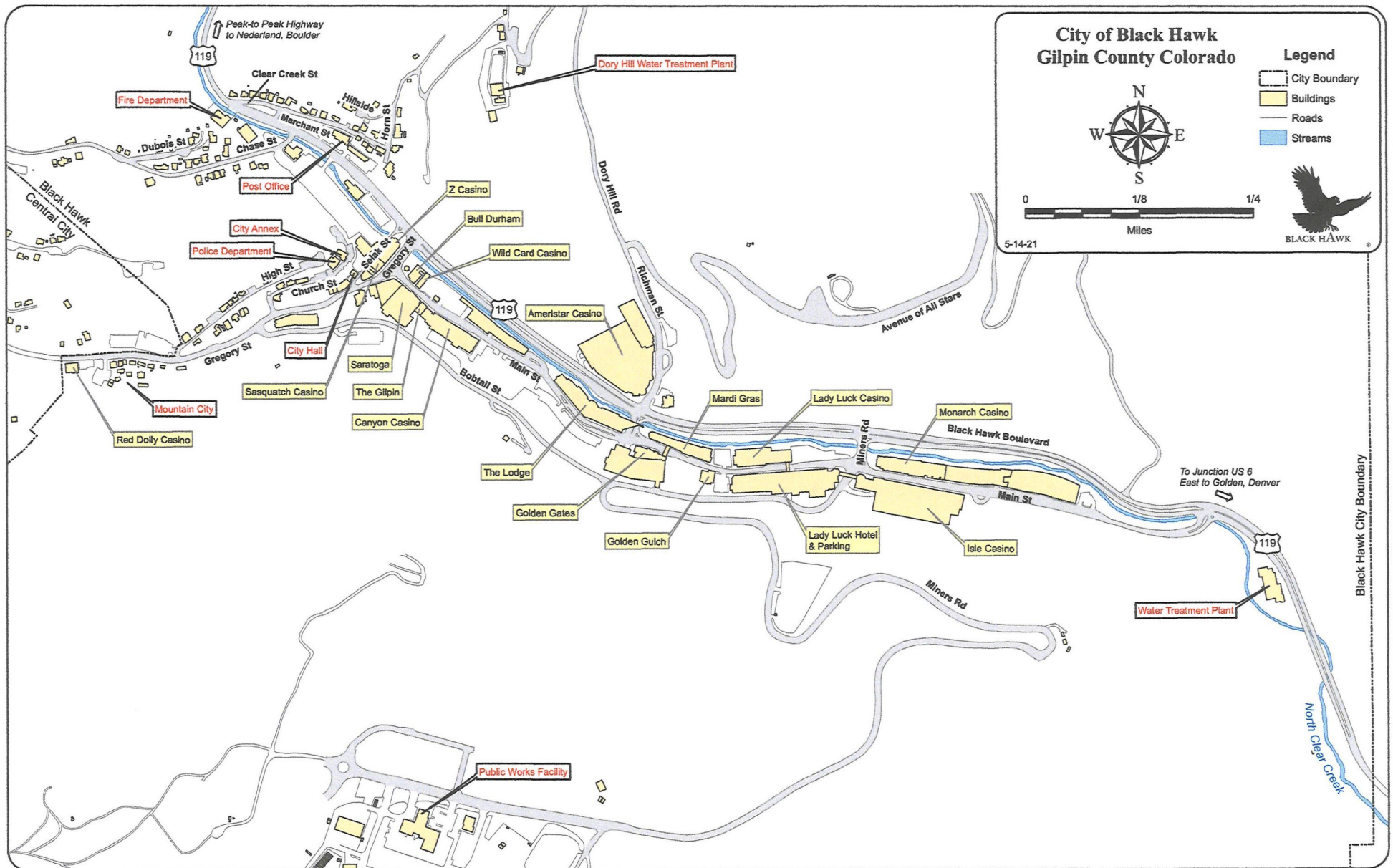
Today's Date w/year	Printed Name	Business Name	Age	Favor Yes X	Oppose No X	Reason	
	Signature	Business Address				Circle Owner or Manager	
2-5-22	Joseph Tinucci	200 Gregory St J&Q BBQ	55	X		Owner	Manager
2/5/22	KARA TINUCCI	200 Gregory St J&Q BBQ	48	X		Owner	Manager
2/5/22	Aaron Hyman	Timberline Grill	44	X		Owner	Manager
2/5/22	Kurtis Fox	AMERISTAR	60	X		Owner	Manager
2/5/22	Wendy Arauz-Ruiz	AMERISTAR BHK	35	X		Owner	Manager
2/5/22	IVAN BUZMAN	AMERISTAR BHK	29	X		Owner	Manager
2-5-22	Jordan Nadir	TG Manager				No age listed	
2/4/22	Brianna Schrott	AMERISTAR	41	X		Owner	Manager
2-9-22	Simiyah Azuriah	231 Gregory St	23	X		Owner	Manager
2/9/22	Karen Midcap	250 Chase St	60	✓		Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager

Total # of Signatures = 16

Total # stricken = 1

Total # in support = 16

Total # Opposed = 0





**ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT**

I, Lera A. Spencer, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition; and,

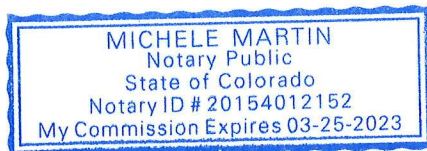
THAT each signature was voluntarily given.

Lera A. Spencer  
Circulator – signature

Lera A. Spencer  
Circulator – printed name

STATE OF COLORADO     )  
  )  
COUNTY OF GILPIN     )

Subscribed and sworn before me this 10 day of February, 2022



(SEAL)

Michele Martin  
Notary Public Signature



## RESIDENTIAL PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.

Applicant: Gift Eclectic, LLC  
d/b/a: **Mountain Poppy Boutique & Gift**  
Address: 317 Gregory Street, Black Hawk, CO 80422  
Application for a **NEW Beer & Wine License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on **Wednesday, February 23<sup>rd</sup>, 2022, at 3:00 pm** in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

### INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the City of Black Hawk. *\*See attached map*
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulator(s) must witness all signatures.

**PETITION ISSUE:** If you FAVOR/SUPPORT this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition FAVOR "YES".

If you OPPOSE/DO NOT SUPPORT this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition OPPOSED "NO".

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/year	Printed Name	Resident Address	Age	Favor Yes X	Oppose No X	Reason
02/05/22	Queen M. Miller	193 Clear Creek St Blackhawk CO, 80422	25	X		
2/5/22	Vanessa Harty	193 Clear Creek St BLACK HAWK CO	42	X		
2/5/22	Anthony M. Thoma	193 Clear Creek St Black Hawk CO	36	X		
2/5/22	Calrina Amaya	193 Clear Creek St Black Hawk CO	39	X		
2/5/22	Reynold Amaya	193 Clear Creek St	19	X		under 21
	Reynold Amaya	Black Hawk Co				

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/year	Printed Name Signature	Resident Address	Age	Favor Yes X	Oppose No X	Reason
Feb 5th 2022	<i>[Signature]</i> Elise Wolfreich	191 Clear Creek St	35	✓		
Feb 5th 2022	<i>[Signature]</i> Dan Foster	101 Horn St.	54	✓		
2/5 2022	<i>[Signature]</i> Lynnette St. John	182 Pine Dr	53	✓		out of BH + signed Business
2/5 2022	<i>[Signature]</i> Mary-Jean Sanders	371 Crest View Dr	52	✓		out of BH
2/10 2022	<i>[Signature]</i> Daniel H. Krutzer	410 Chase St	38	✓		
2/7/22	<i>[Signature]</i> [unclear]	410 Chase St	30	✓		
2/9/22	<i>[Signature]</i> Olivia Pohl	231 Dubois St	78	✓		
2/9/22	<i>[Signature]</i> Tara Sullivan	235 Chase St	33	✓		
2/9/22	<i>[Signature]</i> Karen Midgus	250 Chase St.	60	✓		signed Business
2/9/22	<i>[Signature]</i> Ramon Nelson	221 Chase St Black Hawk	30	✓		
2/9/22	<i>[Signature]</i> [unclear]	409 Chase St	44	✓		No such address
2/9/22	<i>[Signature]</i> Lykeab B S	409 Chase St	51	✓		No Such address
2/9/22	<i>[Signature]</i> Paul B Bennett	155 Chase Co 80422	64	✓		
2/9/22	<i>[Signature]</i> DAMELA A. Bennett	155 Chase St. Co. 80422	54	✓		
2/9/22	<i>[Signature]</i> Sara Blake	192 Clear Creek St	65	✓		
2/9/22	<i>[Signature]</i> [unclear]	195 Clear Creek BH, CO 80422	52	✓		



## RESIDENTIAL PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.

Applicant: Gift Eclectic, LLC  
d/b/a: **Mountain Poppy Boutique & Gift**  
Address: 317 Gregory Street, Black Hawk, CO 80422  
Application for a **NEW Beer & Wine License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on **Wednesday, February 23<sup>rd</sup>, 2022, at 3:00 pm** in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

### INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the City of Black Hawk. *\*See attached map*
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulator(s) must witness all signatures.

PETITION ISSUE: If you FAVOR/SUPPORT this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition FAVOR "YES".

If you OPPOSE/DO NOT SUPPORT this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition OPPOSED "NO".

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/year	Printed Name	<del>Business Name</del>	Age	Favor Yes X	Oppose No X	Reason
	Signature	<del>Business Address</del>				
1/30/22	Travis Berry	341 High Street	49	X		
	<del>Travis Berry</del>	<del>Black Hawk, CO 80422</del>				
1/30/22	Katie Turner	101 Horn St.	42	X		
	<del>Katie Turner</del>	<del>Black Hawk 80422</del>				
2/9/22	Cynthia Linker	311 Chase St.	61	X		
	<del>Cynthia Linker</del>	<del>Black Hawk 80422</del>				

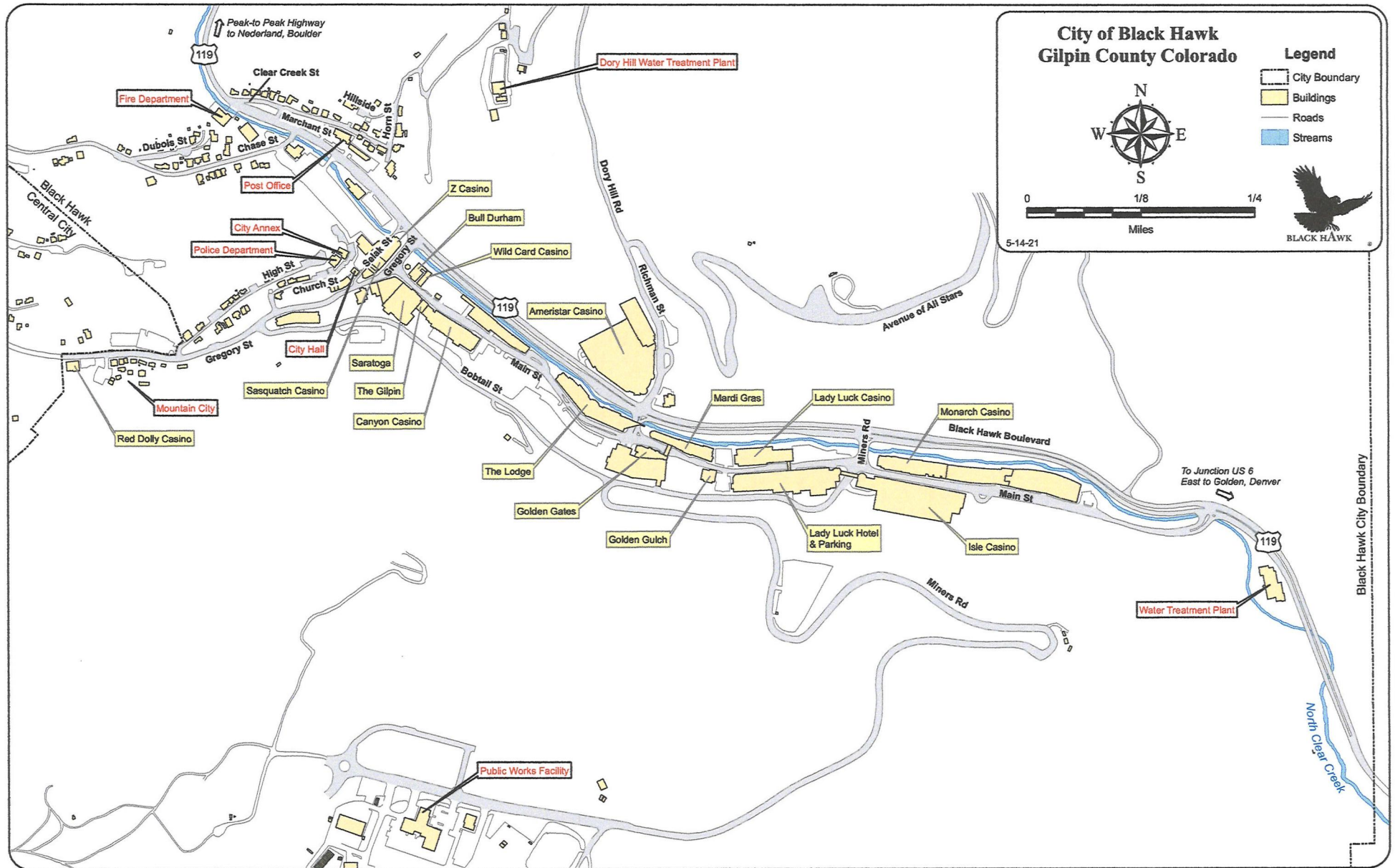
Total # of Signatures = 24

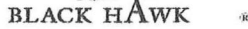
Total # stricken = 6

Total # in Support = 24

Total # opposed = 0







## CITY OF BLACK HAWK "DO NOT SOLICIT" LIST

[illegible]

**ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT**

I, Leza A. Spencer, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition; and,

THAT each signature was voluntarily given.

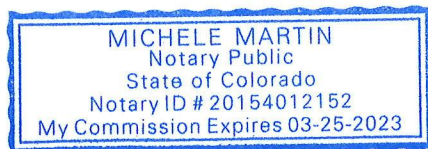
Leza A. Spencer  
Circulator – signature

Leza A. Spencer  
Circulator – printed name

STATE OF COLORADO     )  
  )  
COUNTY OF GILPIN     )

Subscribed and sworn before me this 10 day of February, 2022

(SEAL)



Michele Martin  
Notary Public Signature



**Local Liquor License  
Authority Consideration of a  
Request for a New Hotel and  
Restaurant Liquor License  
for JKQ Consolidated LLC  
dba JKQ BBQ & Grill at 200  
Gregory Street to set the  
Boundaries of the  
Neighborhood and to Set a  
Date for Public Hearing**

## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** Local Liquor License Authority consideration of a request for a new Hotel and Restaurant License for JKQ Consolidated LLC dba JKQ BBQ & Grill at 200 Gregory Street and to set the boundaries of the neighborhood and set a date for the Public Hearing.

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

**MOTION TO APPROVE** the request for a new Hotel and Restaurant License for JKQ Consolidated LLC dba JKQ BBQ & Grill at 200 Gregory Street to set the boundaries of the neighborhood as the entire City of Black Hawk, and to set the date of the public hearing to April 13, 2022.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City Clerk's office received a new Hotel and Restaurant liquor license application from JKQ Consolidated LLC on February 10, 2022. The Hotel and Restaurant licensed premises will be located at Crook's Palace, 200 Gregory Street. The application was deemed complete on the same date. The applicant requested concurrent review with the state.

As per Chapter 6, Article II, Section 6-61(a) of the Black Hawk Municipal Code "The City Clerk shall place on the agenda of a City council meeting the request for a new liquor license. The meeting shall be held not less than four (4) days nor more than thirty (30) days after the City Clerk has received the application. The date the completed application is received by the City Clerk shall be deemed the date of filing of the application."

Section 6-61 (b) states "The City Council shall set the boundaries of the neighborhood and shall set a date for public hearing. The public hearing shall be held not less than thirty (30) days from the date of the City Council meeting in which the application was presented." The next Council meeting to fall within this requirement would be April 13, 2022. This date will provide the applicant enough time to prove the reasonable requirements of the neighborhood needs and desires and allow the Clerk's office to cause the public notice to be posted and published.

**AGENDA DATE:** February 23, 2022

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** [ X ]Yes [ ]No

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

**DOCUMENTS ATTACHED:** Application

**RECORD:**    ☐ Yes    ☒ No

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

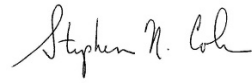
**SUBMITTED BY:**



---

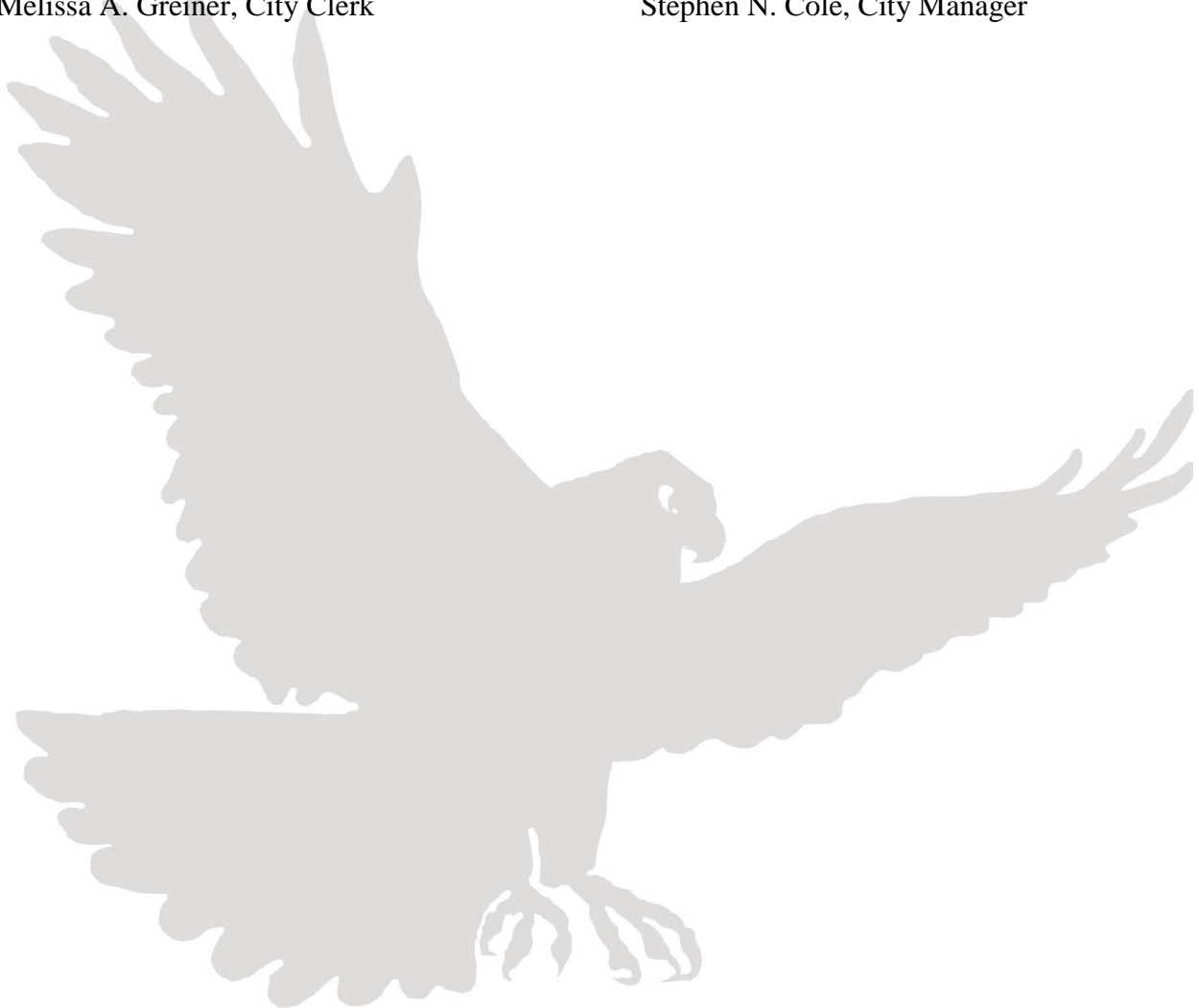
Melissa A. Greiner, City Clerk

**REVIEWED BY:**



---

Stephen N. Cole, City Manager





1

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I. Applicant information</b>	<input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Re-tail License Application
<b>II. Diagram of the premises</b>	<input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III. Proof of property possession (One Year Needed)</b>	<input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV. Background information (DR 8404-I) and financial documents</b>	<input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. <div style="margin-left: 20px;"> <b>Do not complete fingerprint cards prior to submitting your application.</b>            The Vendors are as follows:  <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free)  <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a>            Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>            Phone: 720-292-2722 Toll Free: 833-224-2227  <b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b>  <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a> </div> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V. Sole proprietor/husband and wife partnership (if applicable)</b>	<input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI. Corporate applicant information (if applicable)</b>	<input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII. Partnership applicant information (if applicable)</b>	<input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII. Limited Liability Company applicant information (if applicable)</b>	<input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b>	<input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required



Name <b>JLQ Consolidated LLC</b>		Type of License <b>Hotel and Restaurant</b>		Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license?					<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.					<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?					<input type="checkbox"/> <input checked="" type="checkbox"/>
or					
Waiver by local ordinance?					<input type="checkbox"/> <input type="checkbox"/>
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input type="checkbox"/>
<b>N/A</b>					
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input type="checkbox"/>
<b>N/A</b>					
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?					<input type="checkbox"/> <input type="checkbox"/>
<b>N/A</b>					
13 b. Are you a Colorado resident?					<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.					<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>(closed) Mountain City Cantina</b>					<input checked="" type="checkbox"/> <input type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?					<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____					
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease: <b>City of Black Hawk</b>					
Landlord <b>City of Black Hawk</b>		Tenant <b>JLQ Consolidated, LLC</b>		Expires <b>MARCH 31, 2027</b>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name <b>N/A</b>		First Name		Date of Birth	
				FEIN or SSN	
				Interest/Percentage	
Last Name		First Name		Date of Birth	
				FEIN or SSN	
				Interest/Percentage	
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)					<input type="checkbox"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					
<b>NO SIDEWALK SERVICE AREA</b>					
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:					
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.					



Name <b>JKQ Consolidated LLC</b>		Type of License <b>Hotel and Restaurant</b>		Account Number	
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>					
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?					Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?					Yes <input type="checkbox"/> No <input type="checkbox"/>
c. How long has the club been incorporated?					
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?					Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>					
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)					Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>22. Campus Liquor Complex applicants answer the following:</b>					
a. Is the applicant an institution of higher education?					Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Is the applicant a person who contracts with the institution of higher education to provide food services?					Yes <input type="checkbox"/> No <input type="checkbox"/>
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.					
<b>23. For all on-premises applicants.</b>					
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record					
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.					
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application					
- DR 8000 and fingerprints.					
Last Name of Manager <b>TINUCCI</b>			First Name of Manager <b>KARA</b>		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>N/A (KT)</b>
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>					
a. Is the related facility located within the boundaries of the Campus Liquor Complex?					Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide a map of the geographical location within the Campus Liquor Complex.					
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.					
b. Designated Manager for Related Facility- Campus Liquor Complex					
Last Name of Manager			First Name of Manager		
<b>26. Tax Information.</b>					
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>					
Name	Home Address, City & State	DOB	Position	%Owned	
<b>KARA R. TINUCCI</b>	<b>215 W. 1ST High St, Central CO City, 80427</b>	<b>[REDACTED]</b>	<b>MANAGING member</b>	<b>51</b>	
Name	Home Address, City & State	DOB	Position	%Owned	
<b>Joseph R. TINUCCI</b>	<b>215 W. 1ST High St. Central CO City, 80427</b>	<b>[REDACTED]</b>	<b>member</b>	<b>49</b>	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
<b>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</b> <b>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</b> <b>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</b> <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.					

Name <b>JLR Consolidated LLC</b>		Type of License <b>Hotel And Restaurant</b>	Account Number	
<b>Oath Of Applicant</b>				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>[Signature]</i>		Printed Name and Title <b>KARA R. FINUCCI MANAGING MEMBER</b>		Date <b>2/9/2022</b>
<b>Report and Approval of Local Licensing Authority (City/County)</b>				
Date application filed with local authority <b>2/10/2022</b>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>April 13, 2020</b>		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes <input type="checkbox"/> No <input type="checkbox"/> <b>NA</b>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				Yes <input type="checkbox"/> No <input type="checkbox"/> <b>NA</b>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes <input type="checkbox"/> No <input type="checkbox"/> <b>NA</b>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>				
Local Licensing Authority for <b>City of Black Hawk</b>		Telephone Number <b>303-582-2221</b>		<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

## Tax Check Authorization, Waiver, and Request to Release Information

I, KARA R. TINUCCI am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of JKA Consolidated LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>JKA Consolidated LLC</u>		Social Security Number/Tax Identification Number <u>82-1666726</u>	
Address <u>PO Box 695</u>			
City <u>Central City</u>		State <u>CO</u>	Zip <u>80427</u>
Home Phone Number <u>331-0</u> <u>(15)</u> <u>303-383-8772</u>		Business/Work Phone Number <u>720-314-0370</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>KARA R. TINUCCI</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Kara R. Tinucci</u>			Date signed <u>2/10/22</u>

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



STATE  
COLORADO

Must collect  
taxes for:  
**SALES TAX  
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
37414641-0000	60-0005-002	L	010118	Jan	04	22			2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: 215 W 1ST HIGH STREET CENTRAL CITY CO 80427

**THIS LICENSE IS NOT  
TRANSFERABLE**



JKQ CONSOLIDATED, LLC  
ATTN: KARA TINUCCI  
PO BOX 695  
CENTRAL CITY CO 80427-0695

Executive Director  
Department of Revenue

Letter Id: L0532946400

▲ Detach Here ▲  
**IMPORTANT INFORMATION**

***Now that you have your license, here's what you need to know:***

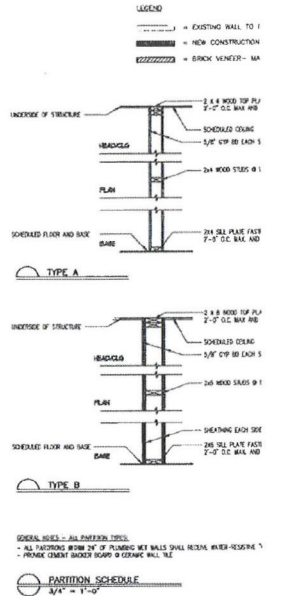
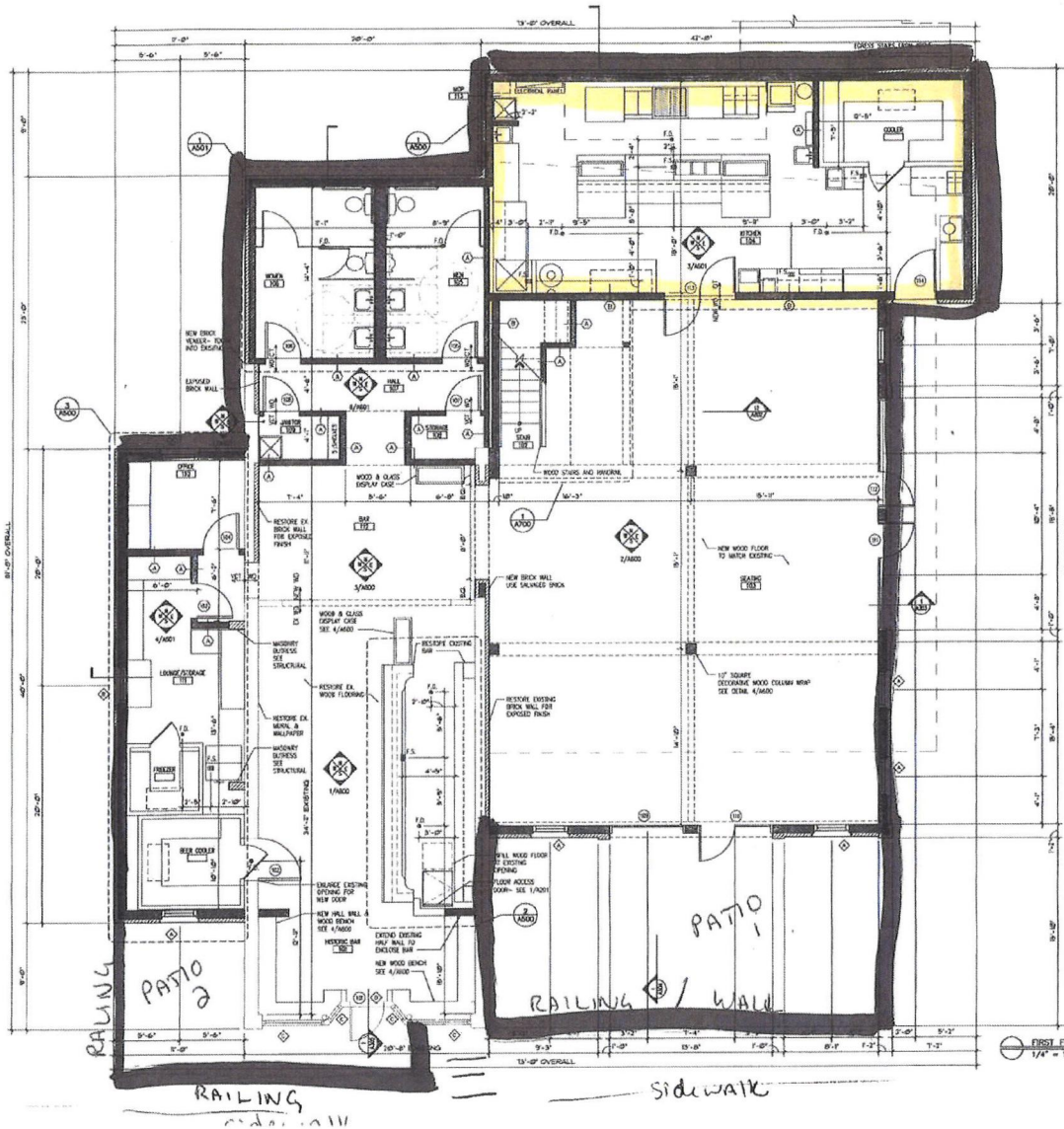
- Use the letter ID above and go to **Colorado.gov/RevenueOnline** to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
  - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
  - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
  - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website [Colorado.gov/tax](http://Colorado.gov/tax) and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

***Thank you for registering with the Colorado Department of Revenue.***



main level



Kitchen Area

**PEH ARCHITECT**  
1319 Spruce Street, Suite  
Boulder, CO 80502  
303-442-0400, Fax: 303-442-0401  
e-mail: peh@peharchitect.com

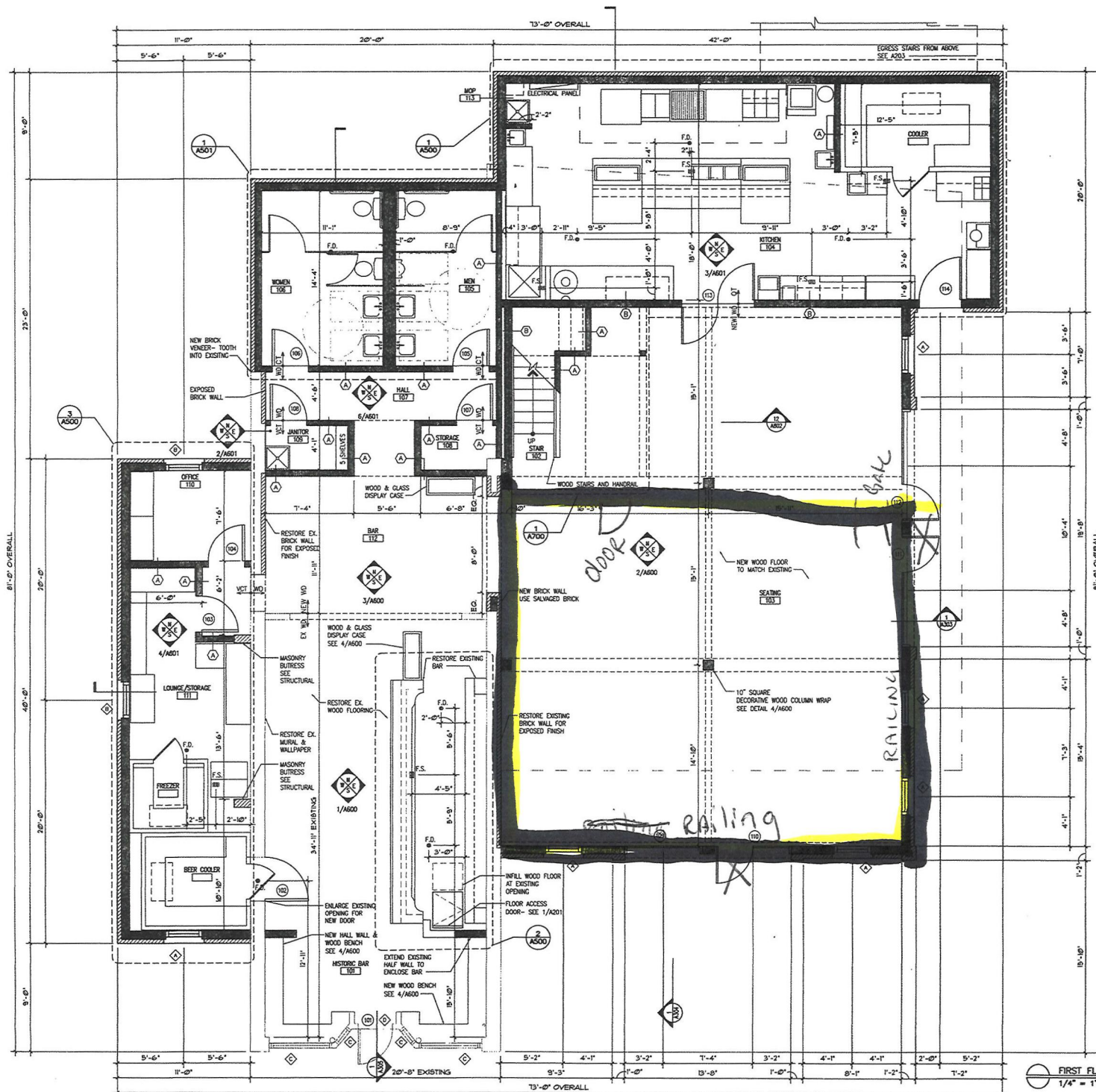
**CROOK'S PALACE**  
200 GREGORY STREET  
BLACK HAWK, CO 80045

SHEET TITLE  
FIRST FLOOR PLAN

PREPARED: DDA/H  
DATE: 8/10/05  
DRAWN BY: GSP  
CHECKED BY: PPH

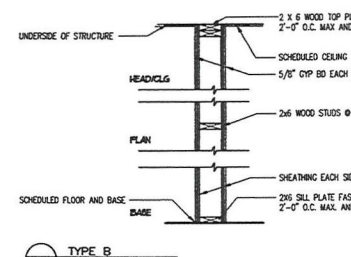
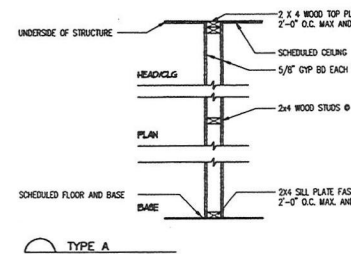


# Rooftop level



## LEGEND

- EXISTING WALL TO
- NEW CONSTRUCTION
- BRICK VENEER- M



GENERAL NOTES - ALL PARTITION TYPES:  
- ALL PARTITIONS WITHIN 24" OF PLUMBING MET WALLS SHALL RECEIVE WATER-RESISTIVE  
- PROVIDE CEMENT BACKER BOARD & CERAMIC WALL TILE

PARTITION SCHEDULE  
3/4" = 1'-0"

Roof seating

PEH ARCHITECT  
1319 Spruce Street Suite  
Boulder, CO 80302  
303-442-0408, fax: 303-44  
e-mail: peheinz@peharchitect

CROOK'S PALAC  
200 GREGORY STREET  
BLACK HAWK, CO 804

SHEET TITLE  
FIRST FLOOR PLAN

PROJECT: 200414  
DATE: 6/16/05  
DRAWN BY: EXP  
PEH

FIRST FLOOR PLAN  
1/4" = 1'-0"



## 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:

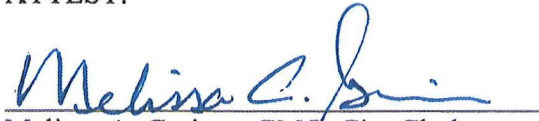
Signed this 26 day of January, 2022.

CITY OF BLACK HAWK, COLORADO

By:

  
David D. Spellman, Mayor

ATTEST:

  
Melissa A. Greiner, CMQ, City Clerk



TENANT

JKQ Consolidated, LLC

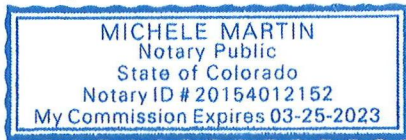
By: Kara R. Tinucci  
Kara R. Tinucci, Managing Member

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:

[S E A L]



Michele Martin  
Notary Public

RECEIVED

FEB 10 2022

City of Black Hawk  
Clerk's Office

## Individual History Record

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

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

1. Name of Business JKQ Consolidated LLC (DBA JKQ BBQ & Grill)		Home Phone Number 303-331-8772	Cellular Number 775-450-4847	
2. Your Full Name (last, first, middle) Tinucci, Joseph Richard		3. List any other names you have used N/A		
4. Mailing address (if different from residence) PO Box 695, Central City, CO 80427		Email Address jandkbbq@hotmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
Current 215 W. 1st High St.		Central City, CO 80427		11/20/12
Previous				02/10/22
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
Self Employed - JKQ BBQ & Grill		215 W.1st High St.Central City, CO 80427		Co-owner
Self Employed - Joseph Tinucci CPA		215 W.1st High St.Central City, CO 80427		Owner
Z Casinos		101 Gregory St., Black Hawk, CO 80422		CFO
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
N/A				Name of Licensee
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
We held a liquor license under JKQ Consolidated LLC, dba Mountain City Cantina in Central City, CO. License # 03-12477. The license is expired and will not be renewed, the facility is closed.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

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

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

### Personal and Financial Information

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

13a. Date of Birth [REDACTED]	b. Social Security Number [REDACTED]	c. Place of Birth Darby, PA	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where N/A		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height [REDACTED]	m. Weight [REDACTED]	n. Hair Color Brown	o. Eye Color Brown
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] State CO		

#### 14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.  
\$ 390.00

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

\* If corporate investment only please skip to and complete section (d)

\*\* Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

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

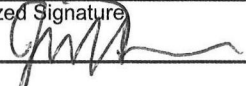
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
City of Black Hawk Business License		Business Visa	Citibank	390.00

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

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

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

Authorized Signature 	Print Signature Joseph T. Davis	Title Member	Date 02/09/20
---	------------------------------------	-----------------	------------------



**RECEIVED**

**FEB 19 2022**

**City of Black Hawk  
 Clerk's Office**

## Individual History Record

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

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

1. Name of Business <b>JKQ Consolidated LLC (DBA JKQ BBQ &amp; Grill)</b>	Home Phone Number <b>303-331-8772</b>	Cellular Number <b>720-314-0370</b>
2. Your Full Name (last, first, middle) <b>Tinucci, Kara Rae</b>	3. List any other names you have used <b>Kara Purcell, Kara Schneider, Kara Jacobs</b>	
4. Mailing address (if different from residence) <b>PO Box 695, Central City, CO 80427</b>	Email Address <b>jandkbbq@hotmail.com</b>	

5. List current residence address. Include any previous addresses within the last **five** years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current 215 W. 1st High Street	Central City, CO 80427	11/20/02	02/10/22
Previous			

6. List all employment within the last **five** years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Self Employed - JKQ BBQ & Grill	215 W.1st High St, Central City, CO 80427	Co -owner	06/12/12	02/10/22
Self Employed - Skye Cottage B&B	215 W.1st High St, Central City, CO 80427	Owner	11/25/12	02/10/22

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No

We held a liquor license under JKQ Consolidated LLC, dba Mountain City Cantina in Central City, CO. License # 03-12477. The license is expired and will not be renewed, the facility is closed.

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

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

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

### Personal and Financial Information

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

13a. Date of Birth  b. Social Security Number  c. Place of Birth  Riverside, CA d. U.S. Citizen ☒ Yes ☐ No

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

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

l. Height  m. Weight  n. Hair Color  Brown o. Eye Color  Gray p. Gender  F q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No #  State  CO

### 14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 390

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

\* If corporate investment only please skip to and complete section (d)

\*\* Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

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

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
City of Black Hawk Business License		Business Visa	Citibank	390.00

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

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

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

Authorized Signature  Kara R. Tinucci Print Signature  Kara R. Tinucci Title  MANAGING Member Date  02/09/20



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

Colorado Secretary of State  
Date and Time: 05/17/2017 01:58 PM  
ID Number: 20171372434  
Document number: 20171372434  
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

JKQ Consolidated, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

215 W. 1st High Street

*(Street number and name)*

Central City

*(City)*

CO

*(State)*

80427

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province – if applicable)*

*(Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Tinucci

*(Last)*

Kara

*(First)*

R

*(Middle)*

*(Suffix)*

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

215 W. 1st High Street

*(Street number and name)*

Central City

*(City)*

CO

*(State)*

80427

*(ZIP Code)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*



\_\_\_\_\_  
(City) CO (State) \_\_\_\_\_  
(ZIP Code)

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

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

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Tinucci Kara R  
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 215 W. 1st High Street  
(Street number and name or Post Office Box information)

Central City CO 80427  
(City) (State) (ZIP/Postal Code)  
United States  
(Province – if applicable) (Country)

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

☒ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

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

☒ There is at least one member of the limited liability company.

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

☒ This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

<u>Moseley</u>	<u>Cheyenne</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>101 N. Brand Blvd. 11th Floor</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Glendale</u>	<u>CA</u>	<u>91203</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

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

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

**Disclaimer:**

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

**Attachment to**  
**Articles of Organization**  
**JKQ Consolidated, LLC**

Additional Organizers of the Limited Liability Company are:

Organizer Name

Joseph R. Tinucci

Organizer Address

215 W. 1st High Street, Central City, CO 80427



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

JKQ Consolidated, LLC

is a

Limited Liability Company

formed or registered on 05/17/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171372434 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/31/2022 that have been posted, and by documents delivered to this office electronically through 02/01/2022 @ 15:33:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/01/2022 @ 15:33:00 in accordance with applicable law. This certificate is assigned Confirmation Number 13762580 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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

## **Operating Agreement**

### **JKQ Consolidated, LLC, a Colorado Limited Liability Company**

THIS OPERATING AGREEMENT of JKQ Consolidated, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Colorado limited liability company under the Colorado Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Colorado. The Members hereby adopt and approve the articles of organization of the Company filed with the Colorado Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

## **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Colorado Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Colorado Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by



- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Colorado Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Colorado Limited Liability Company Act.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Colorado Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Colorado Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) An amendment to the Articles of Organization;



- (iv) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (v) The amendment of this Agreement.

**4.2 Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

**5.2 Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

- (iii) Minutes of any special or annual meetings ordered pursuant to Colorado law;
- (iv) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (v) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

**5.4 Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Colorado Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Colorado

Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

**6.2 Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Colorado Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Colorado Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

## ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer; Admission of Transferee.** A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.



## ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Colorado Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the

Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Colorado law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Colorado law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last

known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Colorado Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Colorado Limited Liability Company Act.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Colorado. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.



**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

**10.7 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/5/17

  
Signature of Kara R. Tinucci

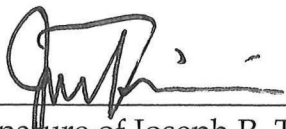
  
Signature of Joseph R. Tinucci

EXHIBIT A

**MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 7.1, 7.2, and 10.1.

<b>MEMBERS</b>	<b>Capital Contribution</b>	<b>Percentage Interest</b>
Kara R. Tinucci		51%
Address: 215 W. 1 <sup>st</sup> High Street Central City, CO 80427		
Joseph R. Tinucci		49%
Address: 215 W. 1 <sup>st</sup> High Street Central City, CO 80427		



**RESOLUTION 14-2022**  
**A RESOLUTION**  
**APPROVING THE**  
**PURCHASE OF NEW AND**  
**REPLACEMENT CAPITAL**  
**EQUIPMENT**

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

**Resolution No. 14-2022**

**TITLE:       A RESOLUTION APPROVING THE PURCHASE OF NEW AND  
REPLACEMENT CAPITAL EQUIPMENT**

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

**Section 1.**       The City Council hereby approves the purchase of the following budgeted  
pieces of new and replacement capital equipment :

<u>Equipment</u>	<u>Price</u>
Bobcat Toolcat with attachments	\$65,000.00
Two (2) Chevrolet Dump/Plow Trucks	\$212,000.00
Bobcat Skid steer with attachments	\$66,000.00
Three (3) Dodge Durango SUV Police Patrol Vehicles	\$180,000.00

RESOLVED AND PASSED this 23<sup>rd</sup> day of February, 2022.

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

ATTEST:

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

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve purchase of new and replacement capital equipment

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

**MOTION TO APPROVE** *Resolution 14-2022, a Resolution approving the purchase of new and replacement capital equipment*

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** During the 2022 budget approval process, equipment purchases and replacements were included in the Capital Fund. In an effort to avoid the projected/stated 7-10% price increases and additional delays in delivery dates, staff ordered some of the equipment identified in that budgeting process as soon as the budget was approved and took effect. The following pieces of equipment have been ordered:

Bobcat Toolcat with attachments	305-3101-4317548	Pub Wks Cap Equip	\$65,000.00
(2) Chevrolet Dump/Plow Trucks	305-3101-4317548	Pub Wks Cap Equip	\$212,000.00
Bobcat Skid steer with attachments	501-3151-4606110	Water/Small Equip	\$66,000.00
(3) Dodge Durango SUV Police	305-3151-4317541	Patrol Vehicles	\$180,000.00

All of these pieces of equipment will be outfitted with additional lights and accessories as necessary before being put into service. Again, these are budgeted items that were anticipated to be purchased during the budget preparation/approval process.

**AGENDA DATE:** February 23, 2022

**FUNDING SOURCE:** see above

**DEPARTMENT DIRECTOR APPROVAL:** [ x ]Yes [ ]No

**STAFF PERSON RESPONSIBLE:** Thomas Isbester/Steve Jackson/Michelle Moriarty

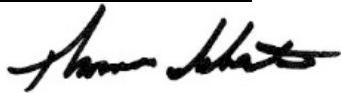
**DOCUMENTS ATTACHED:** quotes

**RECORD:** [ ]Yes [ x ]No

**CoBH CERTIFICATE OF INSURANCE REQUIRED** [ ]Yes [ ]No

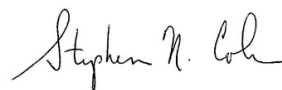
**CITY ATTORNEY REVIEW:** [ ]Yes [ ]N/A

**SUBMITTED BY:**



Thomas Isbester, Public Works Director

**REVIEWED BY:**



Stephen N. Cole, City Manager



# Bobcat®

## Product Quotation

Quotation Number: 39178D039224

Date: 2021-11-03 12:13:27

Ship to	Bobcat Dealer	Bill To
City of Black Hawk Attn: Steve Jackson 987 Miners Mesa Rd Black Hawk, CO 80422 Phone: (303) 582-2277	Bobcat of the Rockies, Golden, CO Contact: Jason Kelley Cellular: 303-356-7415 jkelley@bobcatoftherockies.com	City of Black Hawk Attn: Steve Jackson 987 Miners Mesa Rd Black Hawk, CO 80422 Phone: (303) 582-2277

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat UW56</b>	M1225	1	\$65,276.00	\$65,276.00
Deluxe Road Package	M1225-P01-C01	1	\$2,895.00	\$2,895.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	\$1,736.00	\$1,736.00
29 X 10.5 Trac Tire	M1225-R05-C04	1	\$546.00	\$546.00
Heavy Duty Battery	M1225-R07-C02	1	\$97.00	\$97.00
Attachment Control	M1225-R08-C02	1	\$236.00	\$236.00
Power Bob-Tach	M1225-R14-C03	1	\$1,099.00	\$1,099.00
Radio Option	M1225-R15-C02	1	\$533.00	\$533.00
Traction Control	M1225-R16-C02	1	\$545.00	\$545.00
Rearview Camera	M1225-R20-C01	1	\$360.00	\$360.00
Engine Block Heater	M1225-A01-C02	1	\$130.00	\$130.00
Interior Trim	M1225-A01-C04	1	\$205.00	\$205.00
Strobe Light	7424783	1	\$243.00	\$243.00
Block Heater	7328972	1	\$95.00	\$95.00
Service Manual-CD	SN Specific	1	\$181.00	\$181.00
62" Heavy Duty Bucket	7272678	1	\$1,183.00	\$1,183.00
--- Bolt-On Cutting Edge, 62"	6718005	1	\$287.00	\$287.00
4K Heavy Duty Pallet Fork Frame	7294305	1	\$480.00	\$480.00
--- 48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	\$381.00	\$381.00
72" Snow Blade	6905156	1	\$2,779.00	\$2,779.00
Snow Blower 32X74	M7045	1	\$6,602.00	\$6,602.00
--- MOTOR PACKAGE 160CC (26-31 gpm)	M7045-R01-C04	1	\$1,097.00	\$1,097.00
Material and Logistics Surcharge	9988228	1	\$4,621.00	\$4,621.00

Machine \$3,845, blade \$206, blower \$489, blower \$81

Description	Part No	Qty	Price Ea.	Total
Material Surcharge for shop labor .09% Plus enviro. fee of \$10		1	\$131.00	\$131.00
Fuel 4 Gallons at \$5.50/gallon		1	\$22.00	\$22.00
2% of 76% of the list price for Field Warranty Escrow	War. Escrow	1	\$992.00	\$992.00
Denver Area Delivery	Delivery Fee	1	\$200.00	\$200.00
36 month or 2000 hour full Warranty		1	\$2,900.00	\$2,900.00

Total of Items Quoted		<b>\$95,852.00</b>
Dealer P.D.I.		<b>\$675.00</b>
Freight Charges		<b>\$1,421.00</b>
Dealer Assembly Charges		<b>\$338.00</b>
Trade-in	2010 Toolcat 5600 SN#AOW116331 with bucket	<b>(\$9,000.00)</b>
Discount	Bobcat Competitive discount of 30% (15% BOTR, 15% factory) off list price of machine and factory installed items including warranty	<b>(\$22,097.00)</b>
Discount	Bobcat Competitive discount of 30% (15% BOTR, 15% factory) off list price of attachments	<b>(\$3,757.00)</b>
Quote Total - US dollars		<b>\$63,432.00</b>





**Johnson Auto Plaza**

Chris Maneotis | 720-263-3283 | cmaneotis@johnsonautoplaza.com

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (1/2 Complete)

**Price Summary**

PRICE SUMMARY	
	MSRP
Base Price	\$53,560.00
Total Options	\$8,640.00
Vehicle Subtotal	\$62,200.00
Tire Weight Tax (TWT)	\$26.64
Destination Charge	\$1,695.00
Grand Total	\$63,921.64

*54,978<sup>00</sup> chassis*  
*HAD A PRICE INCREASE*  
*55,978<sup>00</sup> TOTAL.*  
*44,231.89 UPFIT*  
*VOGEL -*  
*\$ 100,209.89 PER TRUCK*

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 15495. Data Updated: Jan 3, 2022 3:25:00 AM PST.



# Bobcat®

## Product Quotation

Quotation Number: 39178D039223

Date: 2021-11-03 11:05:52

Ship to	Bobcat Dealer	Bill To
City of Black Hawk Attn: Steve Jackson 987 Miners Mesa Rd Black Hawk, CO 80422 Phone: (303) 582-2277	Bobcat of the Rockies, Golden, CO Contact: Jason Kelley Cellular: 303-356-7415 jkelley@bobcatoftherockies.com	City of Black Hawk Attn: Steve Jackson 987 Miners Mesa Rd Black Hawk, CO 80422 Phone: (303) 582-2277

Description	Part No	Qty	Price Ea.	Total
S740 T4 Bobcat Skid-Steer Loader	M0275	1	\$58,634.00	\$58,634.00
P68 Performance Package	M0275-P06-P68	1	\$6,373.00	\$6,373.00
Power Bob-Tach	2-Speed			
7-Pin Attachment Control Kit	Hydraulic Bucket Positioning			
High Flow	Automatic Ride Control			
C27 Comfort Package	M0275-P07-C27	1	\$5,725.00	\$5,725.00
Enclosed Cab with AC/Heat	Standard Panel			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0275-R01-C04	1	\$945.00	\$945.00
Block Heater	7328972	1	\$95.00	\$95.00
Service Manual-CD	SN Specific	1	\$181.00	\$181.00
48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	\$381.00	\$381.00
74" Heavy Duty Bucket	7272680	1	\$1,419.00	\$1,419.00
--- Bolt-On Cutting Edge, 74"	6718007	1	\$365.00	\$365.00
4K Heavy Duty Pallet Fork Frame	7294305	1	\$480.00	\$480.00
96" Snow Blade - Heavy Duty	7207862	1	\$4,884.00	\$4,884.00
Snow Blower 32X74	M7045	1	\$6,602.00	\$6,602.00
--- MOTOR PACKAGE 160CC (26-31 gpm)	M7045-R01-C04	1	\$1,097.00	\$1,097.00
Material and Logistics Surcharge	9988228	1	\$4,386.00	\$4,386.00
<i>Machine \$3,454, blade \$362, blower \$489, motor \$81</i>				
Description	Part No	Qty	Price Ea.	Total
Fuel 4 Gallons at \$5.50/gallon		1	\$22.00	\$22.00
Material Surcharge for shop labor .09% Plus enviro. fee of \$10		1	\$113.00	\$113.00
2% of 76% of the list price for Field Warranty Escrow	War. Escrow	1	\$891.00	\$891.00
Denver Area Delivery	Delivery Fee	1	\$200.00	\$200.00
Total of Items Quoted				<b>\$92,793.00</b>
Dealer P.D.I.				<b>\$675.00</b>
Freight Charges				<b>\$1,768.00</b>
Dealer Assembly Charges				<b>\$135.00</b>
Discount	MAPO discount of 36% (18% BOTR, 18% factory) off list price of machine and factory installed items inc. warranty			<b>(\$25,804.00)</b>
Discount	MAPO discount of 36% (18% BOTR, 18% factory) off list price of attachments when ordered with machine			<b>(\$5,351.00)</b>
Quote Total - US dollars				<b>\$64,216.00</b>

### Notes:

Machine qualifies for Municipal 2 year trade In program for \$3,700 per year. You'll receive a new machine every 2 years with a new warranty, new tires, and new bucket.

Machine comes standard with 24 month or 2000 hour full warranty. Additional Options:

36 month or 2000 hour full warranty: \$576

48 month or 2000 hour full warranty: \$832

60 month or 2000 hour full warranty: \$1,088



PO# PWM120320  
DATE:

BILL TO: City of Black Hawk

VEHICLE: 2022 DODGE Durango's Pursuit  
ATTACHED SPEC

DESCRIPTION	QTY	AMOUNT
2022 DODGE Durango's ORDERED ON 12/3/2021	3	39324 <sup>00</sup> Each
TOTAL		117,972 <sup>00</sup> TOTAL FOR 3

THANK YOU.

*Clemmons*  
970-701-1314

12410 E. 136<sup>th</sup> Avenue Brighton CO 80601 303-654-1940 1-800-880-1940