



## REGULAR MEETING AGENDA

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

April 26, 2023  
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. EMPLOYEE  
INTRODUCTION: Police Officer Hieu Pham
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: April 12, 2023
8. PUBLIC HEARINGS:
  - A. CB9, An Ordinance Amending Chapter 4 and Chapter 16 of the Black Hawk Municipal Code Regarding Parking Impact Fees, Parking Regulations and Other Minor Amendments to the Black Hawk Zoning Ordinance
  - B. CB10, An Ordinance Approving the Grant from the State of Colorado, Division of Criminal Justice in an Amount Not to Exceed \$40,000.00 to Acquire a TruNarc Handheld Narcotics Analyzer and Ductless Fume Hood for the City's Evidence Storage Room
9. ACTION ITEMS:
  - A. Resolution 25-2023, A Resolution Adopting the City's Three-Mile Annexation Plan
  - B. Resolution 26-2023, A Resolution Accepting the Petition for Annexation and Establishing June 14, 2023, as the Date of Public Hearing on the Requested Annexation of Parcels of Unincorporated Territory Located in the County of Gilpin (Lake Gulch Whiskey Resort Annexation No. 19)
  - C. Resolution 27-2023, A Resolution Accepting the Petition for Annexation and Establishing June 14, 2023, as the Date of Public Hearing on the Requested Annexation of Parcels of Unincorporated Territory Located in the County of Gilpin (Lake Gulch Whiskey Resort Annexation No. 20)
  - D. Resolution 28-2023, A Resolution Accepting the Petition for Annexation and Establishing June 14, 2023, as the Date of Public Hearing on the Requested Annexation of Parcels of Unincorporated Territory Located in the County of Gilpin (Lake Gulch Whiskey Resort Annexation Nos. 21 and 22)
  - E. Resolution 29-2023, A Resolution Providing Notice of the City's Intent to Annex Certain Property as Enclave Annexations Pursuant to C.R.S. § 31-12-106(1), With Such Enclave Annexations to be Considered at the June 14, 2023 City Council Meeting for Unincorporated Territory Located in the County of Gilpin Identified as the Quartz Valley / Maryland Mountain - 2023 Annexations Numbers 1, 2, and 3
  - F. Resolution 30-2023, A Resolution Providing Funding for 2023 for the Gregory Street HARD District Business Marketing Association in the Amount of \$101,071.00

- G. Resolution 31-2023, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not to Exceed \$50,220.00 for Design Services on the Police Station Renovation Project

10. CITY MANAGER REPORT:

11. CITY ATTORNEY REPORT:

12. EXECUTIVE SESSION:

Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues regarding potential litigation, potential legislation, and regarding options related to City-owned property pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, other City-owned property, and potential property acquisition pursuant to C.R.S § 24-6-402(4)(e).

13. ADJOURNMENT:



# City of Black Hawk New Employee Introduction



Hieu Pham  
Police Officer

I was born in Vietnam, Bà Rịa, Vũng Tàu, and immigrated to the United States in 1999. I speak two languages which include Vietnamese and English. I grew up in Colorado Springs and currently live in the Lakewood area. I served in the United States Marine Corps for some time, I was an Automotive Mechanic, and I worked with Colorado Coalition for the Homeless and assisted them in creating a safe environment for the people experiencing homeless to live in.

In my spare time, I like to participate in shooting competitions, continued firearms/tactics training with 3rd party instructors, hunting, camping, fishing, and spending a lot of time with my family and German Shepherd, Max.

I am incredibly fortunate and honored to be a part of the Black Hawk Police Department and very proud to say that I am the first in my Family Lineage to be a Police Officer in the United States. I hope to continue learning and developing as a Police Officer to further assist in making my community a better place.



**City of Black Hawk  
City Council**

**April 12, 2023**

**MEETING MINUTES**

Deputy City Clerk Martin 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, April 12, 2023 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, Police Chief Moriarty, Police Officer Randall, Fire Chief Woolley, Fire Marshal Walsh, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, Maintenance Services Manager Jackson, Community Planning & Development Director Linker, Development Services Coordinator Richards, Baseline Engineering Consultant Esterl, and Deputy City Clerk Martin.
- PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in reciting the Pledge of Allegiance.
3. **AGENDA CHANGES:** Deputy City Clerk Martin noted no changes to the agenda.
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. He pointed out that Alderman Midcap did have a conflict on agenda item 7B and would recuse himself. No other City Council member noted any 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:

March 8, 2023

**MOTION TO  
APPROVE**

Alderman Bennett **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. CB4, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Property for the Construction, Expansion, and Improvement of City Streets and Roadways, Pursuant to C.R.S. §38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item. He said this Ordinance would authorize the City to acquire those properties necessary for the construction of various roadway infrastructure to serve the Tin Cup Distillery and Proximo developments as a whole, including Lake Gulch Road and the Miners Road Roundabout. He said the City would start the process by negotiating with the property owners to attempt to obtain the properties voluntarily, but if unable to reach an agreement, the City can proceed with condemnation.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB4, an Ordinance stating the intent of the City of Black Hawk to acquire certain property for the construction, expansion, and improvement of City streets and roadways, pursuant to C.R.S. §38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter 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 Johnson **MOVED** and was **SECONDED** by Alderman Armbright to approve CB4, an Ordinance stating the intent of the City of Black Hawk to acquire certain property for the construction, expansion, and improvement of City streets and roadways, pursuant to C.R.S. §38-6-101, C.R.S. § 31-25-201, Article XX, § 1 of the Colorado Constitution, and Article 8, Section 4 of the City of Black Hawk Home Rule Charter

**MOTION PASSED**

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

**B. Local Liquor License Authority's Consideration of Approval for a New Retail Liquor Store License for Peak to Peak Market LLC dba Peak to Peak Liquors at 7320 Black Hawk Blvd., Suite 1A, Black Hawk**

Mayor Spellman read the title and opened the public hearing under the Local Liquor License Authority (LLA).

Deputy City Clerk Martin introduced this item and stated the role of the LLA at this hearing was to determine if the applicant, Nicholas Spencer, is eligible to hold a Retail Liquor Store license and if there is a need for this type of license in the neighborhood. She reminded them that at the applicant's initial appearance on March 8, 2023, they had no objection to allowing Mr. Spencer to submit as evidence the previous petition from November 2021 for the same liquor-type license at the same location. City Attorney Hoffmann added that the City has on file the application and all the supporting information from the applicant that was deemed part of the evidence already in the record.

Nicholas Spencer of 7320 Black Hawk Boulevard, Suite 1A in Black Hawk, was present for any questions. He stated that he increased the liquor area by 100 square feet, and everyone commented on how nice it looked and what a great job he had done with the place.

City Attorney Hoffmann said the previous petition was filed just over a year ago, and the City can consider it as evidence as it did before based on the already decided need for this type of license in the neighborhood.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on the Local Liquor License Authority's consideration of approval for a new Retail Liquor Store License for Peak to Peak Market LLC dba Peak to Peak Liquors at 7320 Black Hawk Blvd., Suite 1A, Black Hawk open and invited anyone wanting to address the Board either "for" or "against" the proposed license to come forward.

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

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve a new Retail Liquor Store License for Peak to Peak Market LLC dba Peak to Peak Liquors at 7320 Black Hawk Blvd., Suite 1A, Black Hawk.

**MOTION PASSED**

There was no discussion, and the motion **PASSED** 5-1, noting Alderman Midcap's abstention.

8. ACTION ITEMS:

**A. Resolution 18-2023, A Resolution Authorizing a Change in the City's 401(a) Governmental Money Purchase Plan with Mission Square Retirement**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner mentioned that at the last meeting, Council had approved an amendment for the City's 457 plan, and this amendment is the same where the age of in-service distributions is lowered from 70.5 to 59.5.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 18-2023, a Resolution authorizing a change in the City's 401(a) Governmental Money Purchase Plan with Mission Square Retirement.

**MOTION PASSED**

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

**B. Resolution 19-2023, A Resolution Approving the 2023 Gilpin County Hazard Mitigation Plan**

Mayor Spellman read the title.

Fire Chief Woolley said this was an update to the plan initially approved in 2016, must be updated every five years, and provides more eligibility for hazard mitigation funding. He pointed out that one of the mitigation items identified in the plan for the City was the Community Wildfire Protection Plan, which he hopes to have completed by the end of 2023.

Alderman Midcap asked if all this mitigation was up on the trail system, to which Chief Woolley responded only two of the specific items were on the trail system; the others included protection around critical infrastructure, the Community Wildfire Protection Plan, early notification, Ready, Set, Go!, and community preparation for a natural disaster. He added that the key thing for the City is to develop a starting point for wildfire fuel reduction to protect the community and create a more resilient infrastructure related to wildfires.

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 19-2023, a Resolution approving the 2023 Gilpin County Hazard Mitigation Plan.

**MOTION PASSED**

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

**C. Resolution 20-2023, A Resolution Approving the Acquisition of Certain Real Estate Known as Lots 6-12, Block 42 Within the City of Black Hawk**

Mayor Spellman read the title.

City Manager Cole introduced this item and said back in December; the City purchased 1/3 interest of lots 6-12 in block 42 for future trail system development. Recently, he said the other two owners of the remaining lots approached the City to sell their interest. One wanted to close early, so he is asking to ratify the Gornick contract that went through last week and approval to close on the Slawomir contract, which is not scheduled yet.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 20-2023, a Resolution approving the acquisition of certain real estate known as lots 6-12, block 42 within the City of Black Hawk.

**MOTION PASSED**

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

**D. Resolution 21-2023, A Resolution Approving the Contract Between the City of Black Hawk and MW Golden Constructors in the Amount of \$17,500 for Pre-Construction Services Pertaining to the Copper Kitchen Pizzeria**

Mayor Spellman read the title.

City Engineer Reed explained the new Cost Plus process used for the next four Resolutions. He said a structured Cost Plus contract establishes pre-construction fees, which is a set dollar amount, but it also establishes overhead and profit percentages that will be tacked on to the cost of the work so that the total sum, including overhead and profit, will eventually be established as a guaranteed maximum price (GMP) at which time he will need to come back to Council to authorize the construction cost. He emphasized that these contracts do not authorize construction but only pre-construction and the overhead and profit fees.

Alderman Midcap had a question on the process, and Mr. Reed confirmed these were awarded upon percent overhead and percent profit and added they were very competitive. He noted that the pre-construction fees would not be a part of the GMP, and the Copper Kitchen Resolution was priced at \$17,500 because it is still in the design process. He expects construction to begin sometime in June.

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 21-2023, a Resolution approving the contract between the City of Black Hawk and MW Golden Constructors in the

amount of \$17,500 for pre-construction services pertaining to the Copper Kitchen Pizzeria.

**MOTION PASSED**

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

**E. Resolution 22-2023, A Resolution Approving the Contract Between the City of Black Hawk and MW Golden Constructors in the Amount of \$5,000 for Pre-Construction Services Pertaining to the Police Station Renovation Project**

Mayor Spellman read the title.

City Engineer Reed introduced this project to renovate most of the first level of the Police Department, including the cramped dispatch area, inefficient records space, adding plumbing to the prison cell to also act as a prisoner bathroom, and electronic locks for extra security for Police staff. He said this one is a little different as the design is underway with no design contract yet, so the designers are working at risk. He intends to submit the design contract at the next Council meeting. He said MW Golden also provided a low amount for overhead and profit on this one, along with the same time frame as the Copper Kitchen in June.

**MOTION TO APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 22-2023, a Resolution approving the contract between the City of Black Hawk and MW Golden Constructors in the amount of \$5,000 for pre-construction services pertaining to the Police Station Renovation Project.

**MOTION PASSED**

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

**F. Resolution 23-2023, A Resolution Approving the Contract Between the City of Black Hawk and Roche Constructors, Inc. for Pre-Construction Services Pertaining to the Gregory Point Site Improvements Project**

Mayor Spellman read the title.

City Engineer Reed reminded Council of the design brought to them back in 2020 but was put on hold due to unforeseen circumstances. He said it was for an exterior elevator to reach the upper tier of the homes at Gregory Point (formerly known as Mountain City), replace deteriorating railings, repair some retaining walls, and replace broken sidewalks. He added there were no pre-construction costs because the project was already fully designed and ready to go. The schedule to begin is early June.

**MOTION TO  
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 23-2023, a Resolution approving the contract between the City of Black Hawk and Roche Constructors, Inc. for pre-construction services pertaining to the Gregory Point Site Improvements Project.

**MOTION PASSED**

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

**G. Resolution 24-2023, A Resolution Approving the Contract Between the City of Black Hawk and Roche Constructors, Inc. for Pre-Construction Services Pertaining to the Lace House Rehabilitation Project**

Mayor Spellman read the title.

City Engineer Reed explained the rehabilitation of the interior of the Lace House to bring it up to museum standards with the intent of opening it back up to the public as a museum featuring finishes and furnishings from Black Hawk's mining history. The project includes mechanical and electrical work, carpeting, and wallpaper. Again, there are no pre-construction fees because it is fully designed. Construction would run simultaneously with the Gregory Point Improvements Project.

**MOTION TO  
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 24-2023, a Resolution approving the contract between the City of Black Hawk and Roche Constructors, Inc. for pre-construction services pertaining to the Lace House Rehabilitation Project.

**MOTION PASSED**

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

**9. CITY MANAGER  
REPORT:**

City Manager Cole had nothing to report.

Mayor Spellman directed City Manager Cole, Public Works Director Isbester, and Maintenance Services Manager Jackson to establish the ROW for Chase Street, delineate it, and put in some sort of barricade to ensure Chase Street is a residential street with residential access only now that the Silver Hawk building, which sat in the City's right-of-way (ROW), has been demolished.

**10. CITY ATTORNEY  
REPORT:**

City Attorney Hoffmann explained the process for annexing property as per statute, which starts with the Clerk's office referring petitions to Council as a communication. He said on behalf of the City Clerk's office,

four annexation petitions were received and identified as Lake Gulch Whiskey Resort Annexation Numbers 19, 20, 21, and 22. Also received were three enclave annexations, meaning property that has been surrounded by City property for more than three years, and does not require an annexation petition but is being referred as a communication to Council as well. He reiterated that this starts the annexation process under the Municipal Annexation Act, and the remainder of the process is to review the petitions for compliance, assuming they comply, then bring Resolutions of Substantial Compliance to Council's April 26<sup>th</sup> meeting, which sets the public hearing date of no less than 30 days and no more than 60 days from the date of those resolutions to June 14, 2023. He said these properties are owned by Proximo and/or the City, in the Lake Gulch, Maryland Mountain, and Quartz Valley areas.

11. EXECUTIVE  
SESSION:

City Attorney Hoffmann recommended items number 2 and 5 for Executive Session and the specific legal issues related to potential litigation, potential legislation, and options related to the disposition of City-owned property, and under item 4(e) regarding City-owned land on Gregory Hill, the Gregory Street HRAD District, other City-owned property, and potential property acquisition.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:34 p.m. to hold a conference with the City's Attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

**MOTION PASSED**

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

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:45 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 4:45 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor



**COUNCIL BILL 9  
ORDINANCE 2023-9  
AN ORDINANCE  
AMENDING CHAPTER 4  
AND CHAPTER 16 OF THE  
BLACK HAWK  
MUNICIPAL CODE  
REGARDING PARKING  
IMPACT FEES, PARKING  
REGULATIONS AND  
OTHER MINOR  
AMENDMENTS TO THE  
BLACK HAWK ZONING  
ORDINANCE**

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

**COUNCIL BILL NUMBER: CB09**

**ORDINANCE NUMBER: 2023-09**

**TITLE: AN ORDINANCE AMENDING CHAPTER 4 AND CHAPTER 16 OF THE BLACK HAWK MUNICIPAL CODE REGARDING PARKING IMPACT FEES, PARKING REGULATIONS AND OTHER MINOR AMENDMENTS TO THE BLACK HAWK ZONING ORDINANCE**

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

Article VI of Chapter 4 of the City of Black Hawk Municipal Code entitled "Parking Fees" is hereby repealed in its entirety.

Section 1. The definition of *Short-term rental* in Section 16-24 is amended to read as follows:

*Short-term rental* means a dwelling occupied by a paying guest on a temporary or transient basis, not exceeding thirty (30) days, where kitchen and other food preparation facilities may be provided, and which is required to be occupied as a primary residence by the individual using the dwelling as a short-term rental. A short-term rental does not include a *bed and breakfast* as defined in this Section 16-24.

Section 2. Section 16-263(a) of the City of Black Hawk Municipal Code is amended to read as follows:

<i>Use</i>	<i>Number of Spaces Required</i>
Studio or 1 bedroom:	1.5/dwelling unit
2 or more bedrooms:	2/dwelling units
In addition, multi-family dwellings:	1/guest space per 5 dwelling units
Hotels and motels, and any overnight room rentals:	1.12/room, suite/individual exit
Bed and breakfasts and short-term rentals:	1/guest room in addition to those required for related residential use
Schools, academies, colleges, trade or business schools:	1/instructor and/or administrative personnel and 0.5/student
Health & athletic clubs, aerobics, recreational, amusement & entertainment facilities:	1/125 sf.
Theaters & public assembly, places of worship, social clubs, funeral home &	1/space per 3 seats provided within the facility

crematoriums:	
General office:	1/250 sf. (minimum 3/business)
Medical office, clinic:	1/135 sf.
Hospitals:	1/2 beds & 1/resident doctor & 1/2 employees (full or part-time) per shift
Dining & drinking establishments:	1/75 sf.
if dancing and/or entertainment is provided:	1/50 sf.
Outdoor dining & drinking areas:	1/200 sf.
Gaming establishments:	1/250 sf.
General commercial and retail sales:	1/300 sf.
Manufacturing & industrial uses, contractors' yards, business services, printing, fabrication plants:	1/500 sf.
Furniture store, warehousing & storage facilities:	1/500 sf. for first 10,000 sf. and 1/5,000 sf. for remaining area
Mini-storage facilities	1/5,000 sf.
Distillery	1/500 sf.
Distillery Warehouse	1/4,000 sf. Minimum 1 space & Maximum 3 spaces
Tasting Room	1/150 sf.

In Industrial Zone Districts, the applicant may demonstrate to the Board of Aldermen that the required number is too high, in which case, if approved by the Board of Aldermen, the applicant may develop the approved number of spaces but shall provide additional area for expanded parking, and such area shall be landscaped with ground cover.

Section 3. Section 16-264(a)(3) of the City of Black Hawk Municipal Code is amended to read as follows:

(a) Calculation of parking space requirements. Where parking facilities are combined and shared by two (2) or more uses:

\* \* \*

(3) Measurement of floor area. Floor areas used in calculating the required number of parking spaces shall be gross floor areas of the building calculated from the outside wall without regard to specific inside use. In mixed use facilities:

- a. Calculations shall be based on gross square footage of each identifiable use within the building;
- b. *Gaming* establishment use shall include the gaming floor, cashiers, restaurants, kitchens, bar areas, storage/warehousing, and all other uses related to the gaming establishment;

- c. Those portions of a *Hotel* building not included in rooms for rent shall be exempt from parking requirements;
- d. Buildings (except *Hotel*) including other interior uses such as bathrooms, mechanical rooms, stairwells, circulation, air shafts, storage areas and elevators shall be included in the gross square footage calculation of the building; and
- e. The total square footage of each identifiable use shall be the same as the gross floor area calculated from outside wall to outside wall.

Section 4. Section 16-266 of the City of Black Hawk Municipal Code is hereby repealed in its entirety.

Section 5. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 26<sup>th</sup> day of April, 2023.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request amending Chapter 4 and Chapter 16 of the Black Hawk Municipal Code regarding Parking Impact Fees, Parking Regulations, and other Minor Amendments to the Black Hawk Zoning Ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, April 26, 2023, at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

### ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC  
City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** To consider an amendment to Chapter 4 – Article 6, and Chapter 16 – Article 12 and Section 16-24 of the Black Hawk Municipal Code. Changes include clarifications to gaming establishment parking ratios, a change in off-street parking requirements, removal of references to parking impact fees, and changes to regulations related to short term rental units.

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

**MOTION TO APPROVE Council Bill No. CB09, Ordinance No. 2023-09** Amending Chapter 4 and Chapter 16 of the Black Hawk Municipal Code Regarding Parking Impact Fees, Parking Regulations and Other Minor Amendments to the Black Hawk Zoning Ordinance.

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

**AGENDA DATE:** April 26, 2023

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

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

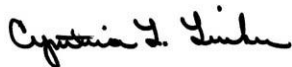
**DOCUMENTS ATTACHED:** Staff Report  
Council Bill No. 09  
Ordinance 2023-09

**RECORD:** ☐ Yes ☒ No

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

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

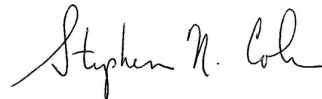
### **SUBMITTED BY:**



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Cynthia L. Linker, CP&D Director

### **REVIEWED BY:**



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Stephen N. Cole, City Manager



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Vincent Harris, AICP, Baseline Corporation

# **Staff Report**



**STAFF REPORT: Amendment to Chapter 16, Article XII - Off-Street Parking**

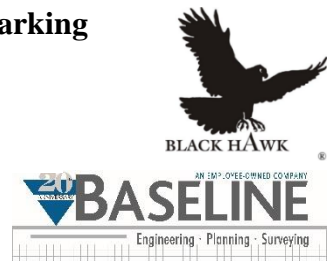
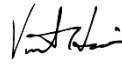
**For:** City Council

**Project Number:** P-21-06

**Prepared by:** Will Charles, AICP - Baseline Corporation

**Approved by:** Vincent Harris, AICP - Baseline Corporation

**Reviewed by:** Cynthia Linker, CP&D Director



**BACKGROUND:**

As we all generally know, gaming began in Colorado in the early 1990's and once approved, the City of Black Hawk began creating zoning and gaming regulations. One specific standard that needed to be proved out over time was the need for off-street parking spaces. Development in Black Hawk back in the 1990's and early 2000's revolved around having some private parking lots as well as a large City owned parking lot on Gregory Hill (previously known as - Miners Mesa) with shuttle buses to take patrons to/from the casinos in the City. The parking lot on Gregory Hill was funded through a required *Parking Space Impact Fee* that property owners could pay in-lieu-of the required parking spaces on their own property. The *Parking Fee Trust Fund* was created to hold these parking impact fees which would be used by the City to build public parking spaces and parking lots. With the completion of the St. Charles Carriage House, the *Parking Fee Trust Fund* has been depleted. In addition, larger casino developments in the past 10 to 15 years in Black Hawk have provided structured parking garages built on site, eliminating the need for the previously provided City owned parking spaces on Gregory Hill. Gregory Hill is now in a transformation mode with the new Artisans Point distillery district, and no longer provides parking spaces for the gaming uses in the City. The first portion of this Ordinance proposes to eliminate the Parking Impact Fee that is no longer needed in the City.

The current City of Black Hawk parking standards (adopted in 1991) set the parking ratio for gaming establishments at 1 parking space per 75 square feet of gaming floor. Other uses such as restaurants, offices, entertainment, or bars within the gaming establishment followed similar parking ratios as if each use in the building was a standalone business or use. This calculation of required parking based on a variety of uses creates issues when gaming establishment owners want to make changes to the interior layout of their building by expanding and contracting casino, entertainment, office, and restaurant uses within the building. The ongoing changes in use within the casinos continually create a need to recalculate parking space requirements.

With the recent development of the Monarch Casino Hotel and Spa staff has noticed that applying the 1991 parking standard seems 'onerous' for today's gaming operations and needs. Staff noted at the beginning of the Monarch development that the parking standard seemed higher than necessary. Staff (and the property owners) have been monitoring all parking garages on busy days and weekends since completion of the Monarch Resort (last full-service resort built in the City) and found that the provided number of parking spaces in the Monarch and other garages in the City generally seem to be adequate. Staff further completed an analysis of required parking for gaming establishments in other jurisdictions, and found that the ratio of one (1) parking space to every 250 square feet of gross building area appeared sufficient. This recommended change in parking ratio is the second portion of this Ordinance Amendment

that will simplify the issues that have arisen with new gaming developments, existing establishments repurposing their interior spaces, and the total demand for off-street parking.

The third section of this Ordinance amendment is in regards to short-term rental uses in the City.

**REQUEST:**

City Staff recommends the removal of all references to parking impact fees and associated funds related to them. In addition, Staff is requesting a change in parking requirements for gaming establishments to better align the parking ratio with what is currently located in gaming establishments throughout the City. It also simplifies the parking calculation for gaming establishments to include a majority of uses within the casino. Lastly – staff recommends changes for short-term rental uses in the City as described above.

**APPLICABLE CITY OF BLACK HAWK REGULATIONS:**

***Sec. 1-47. - Amendments to Code.***

*Ordinances and parts of ordinances of a permanent and general nature, passed or adopted after the adoption of this Code, may be passed or adopted either in the form of amendments to the Code adopted by this Code or without specific reference to the Code. However, in either case, all such ordinances and parts of ordinances shall be deemed amendments to the Code, and all of the substantive, permanent and general parts of said ordinances and changes made thereby in the Code shall be inserted and made in the Code as provided in Section 1-50 hereof.*

***Sec. 1-50. - Supplementation of Code.***

- a) The City Clerk shall cause supplementation of the Code to be prepared and printed from time to time as he or she may see fit. All substantive, permanent and general parts of ordinances passed by the Board of Aldermen or adopted by initiative and referendum, and all amendments and changes in ordinances or other measures included in the Code prior to the supplementation and since the previous supplementation, shall be included.*
- b) It shall be the duty of the City Clerk, or someone authorized and directed by the City Clerk, to keep up to date the copy of the book containing the Code required to be filed in the office of the City Clerk for the use of the public.*

**STAFF SUMMARY:**

Staff from Baseline Corporation has analyzed the number of provided parking spaces at the existing gaming establishments in the City in comparison to the proposed parking ratio herein included, and it appears this proposed standard will provide sufficient parking for gaming establishments. A simplified parking standard considers all uses typically associated within a gaming establishment. A ratio of 1 space per 250 square feet is consistent with what currently exists throughout the City and in similar gaming communities in other jurisdictions. This ratio would not change the parking requirements for a hotel and associated uses including rooms, pools/spas, exercise areas, porta cocheres, lobbies etc. Applying the proposed parking ratio for gaming establishments to existing casinos results in total parking requirements between 90-120% of their existing off-street parking, thus eliminating the previous need to request a variance to the code, or pay the Parking Impact Fee.

In summary, Staff recommends approval of the Ordinance making changes to Chapter 4 – Article 6; and Chapter 16 – Article 12; and Section 16-24. A detailed document of the proposed changes is attached to this staff report.

**FINDINGS:**

City Council may *approve, or deny* a proposed Ordinance to amend the City of Black Hawk Municipal Code Chapters 4 and 16.

**RECOMMENDATION:**

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

**MOTION TO APPROVE: Council Bill No. CB09 and Ordinance No. 2023-09, Amending Chapter 4 and Chapter 16 of the Black Hawk Municipal Code Regarding Parking Impact Fees, Parking Regulations and Other Minor Amendments to the Black Hawk Zoning Ordinance.**

**COUNCIL BILL 10  
ORDINANCE 2023-10  
AN ORDINANCE  
APPROVING THE GRANT  
FROM THE STATE OF  
COLORADO, DIVISION OF  
CRIMINAL JUSTICE IN AN  
AMOUNT NOT TO EXCEED  
\$40,000.00 TO ACQUIRE A  
TRUNARC HANDHELD  
NARCOTICS ANALYZER  
AND A DUCTLESS FUME  
HOOD FOR THE CITY'S  
EVIDENCE STORAGE  
ROOM**

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

**COUNCIL BILL NUMBER: CB10**

**ORDINANCE NUMBER: 2023-10**

**TITLE: AN ORDINANCE APPROVING THE GRANT FROM THE STATE OF COLORADO, DIVISION OF CRIMINAL JUSTICE IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO ACQUIRE A TRUNARC HANDHELD NARCOTICS ANALYZER AND A DUCTLESS FUME HOOD FOR THE CITY'S EVIDENCE STORAGE ROOM**

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

Section 1. The City of Black Hawk hereby approves the grant from the State of Colorado, Division of Criminal Justice in an amount not to exceed \$40,000.00 to acquire a TruNarc Handheld Narcotics Analyzer and a Ductless Fume Hood for the City's evidence storage room, and authorizes the Mayor to execute the necessary documents on behalf of the City.

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

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

READ, PASSED AND ORDERED POSTED this 26<sup>th</sup> day of April, 2023.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa A. Greiner, CMC, City Clerk

## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** PD Grant Approve: Synthetic Opiate Poisoning Investigation and Distribution  
Interdiction Grant Program

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

**MOTION TO APPROVE** *Council Bill 10, an Ordinance approving the Grant from the State of Colorado, Division of Criminal Justice in an amount not to exceed \$40,000.00 to acquire a TruNarc handheld narcotics analyzer and ductless fume hood for the City's evidence storage room.*

#### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Last November Governor Polis signed a bill to make 6.8 million dollars in grant funds available for programs in law enforcement agencies that help investigate, enforce, prosecute, and disrupt illegal opioids including fentanyl in Colorado. Black Hawk is not immune to the flow of opioids into our community. The resort and gaming environment tends to attract illegal narcotic activities which then increases the chances of exposure of our valuable staff. In order to provide presumptive tests on suspected illegal substances, officers must use NIK kits to chemically test the material. This testing process creates great risk of unintentional exposure to very hazardous and unknown substances that can be immediately fatal. This grant has provided an opportunity for the Black Hawk Police Department to purchase two items that would substantially improve the safety of our officers.

#### **TruNarc Handheld Narcotics Analyzer:**

The TruNarc analyzer can scan suspected illegal substances through plastic or glass packaging which minimizes contamination, reduces exposure and preserves the evidence. The device can identify more than 300 of the highest priority illicit and abused narcotics in a single test saving time and money. This device will eliminate the need to manipulate and destroy a portion of the substance being tested and drastically reducing the exposure of our staff to dangerous substances.

#### **Evidence Processing Ductless Fume Hood:**

Officers process and package several items for evidence during our criminal investigations. Unknown substances can billow or float in the air while working with the evidence. Certain airborne substances can be dangerous for our staff. Control of the airflow off of dangerous items is critical for staff safety. A fume hood has been incorporated into the design of the remodel of the Police Department and evidence processing room.

The Colorado Division of Criminal Justice is administering the grant program authorized by the State. The Black Hawk Police Department applied for funding for the two above listed equipment items. A grant in the amount of \$40,000 was approved to fund this project. The grant was approved to assist the Black Hawk Police Department safely investigate cases involving illicit and dangerous drugs.

**AGENDA DATE:** 4/26/2023

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** Colorado Division of Criminal Justice

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

**STAFF PERSON RESPONSIBLE:** Commander Troy Cooper

**DOCUMENTS ATTACHED:**

**RECORD:** ☐ Yes ☒ No

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

**CITY ATTORNEY REVIEW:** ☐ Yes ☐ N/A

**SUBMITTED BY:**



\_\_\_\_\_  
Michelle Moriarty, Chief of Police

**REVIEWED BY:**



\_\_\_\_\_  
Stephen N. Cole, City Manager



## PRODUCT SPECIFICATIONS

# TruNarc Handheld Narcotics Analyzer

Field-based, presumptive testing of suspected narcotics, precursors and cutting agents.

### Rapid narcotics ID

The Thermo Scientific™ TruNarc™ analyzer is a handheld Raman system for rapid identification of suspected narcotics without direct contact for most samples. A single test for multiple controlled substances provides law enforcement with clear, definitive results for presumptive identification.

Lightweight and easy to use, the TruNarc device delivers fast and accurate narcotics analysis anywhere it's needed.

TruNarc easily identifies narcotics, stimulants, depressants, hallucinogens and analgesics using lab-proven Raman spectroscopy. The instrument is able to analyze key drugs of abuse as well as common cutting agents and precursors. To ensure that law enforcement personnel stay ahead of the curve, TruNarc identifies such emerging threats as dibutylone, fentanyl, furanyl fentanyl, U-47700 and W-18.



Cat. Nos. 17-730-101, 17-730-102, 17-730-103

### Key benefits

**Fast, accurate identification** — Get test results in seconds, based on lab-proven Raman spectroscopy.

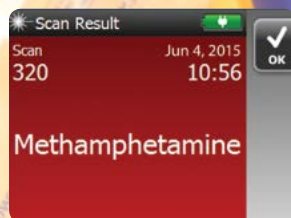
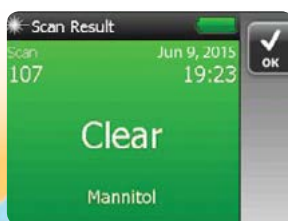
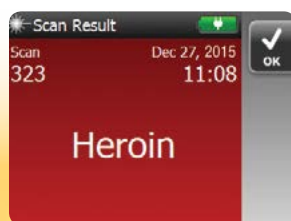
**Easy to use** — Achieve proficiency with an intuitive menu-driven interface that enables fast training.

**Single test, multiple narcotics** — Conduct a single, presumptive analysis to determine if a narcotic is present, saving time and money.

**Non-contact sampling** — Scan directly through plastic or glass to minimize contamination, reduce exposure and preserve evidence.

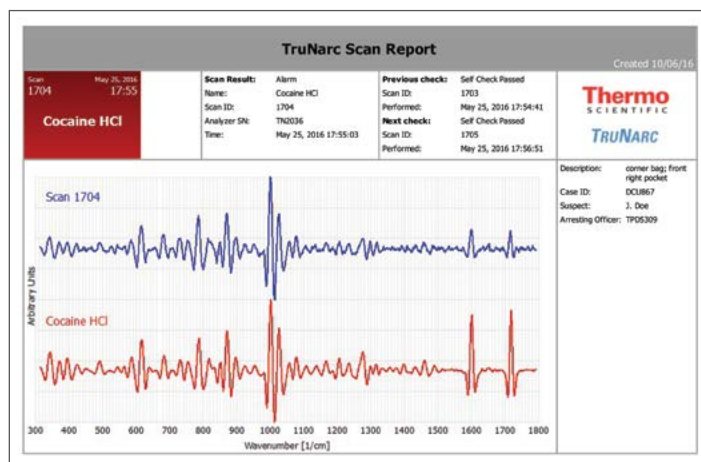
**Automated, tamper-proof records** — Capture all scan results, including time-and-date stamp and system self check to help expedite prosecution.

Once a substance is analyzed, full results are automatically stored for reporting and evidence. Rapid results combined with automated reports can streamline the path to prosecution, reducing administrative burden and dramatically impacting the time related arrests.



## The power of the lab in the palm of your hand

With the TruNarc instrument, the accuracy and reliability of a narcotics lab are available anywhere you go. Raman is the same underlying technology as that in the Thermo Scientific™ FirstDefender™ product line, which is in active use globally by military personnel, hazmat teams, bomb squads, and other first responders tasked with unknown chemical identification. The TruNarc analyzer is designed for presumptive testing of narcotics.



Thermo Scientific TruNarc	
Specifications	
Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14 °F to 122 °F (-10 °C to +50 °C)
Language configurations	English, Chinese, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third-party test results available on request

Exclusive pricing available through the Fisher Scientific and OMNIA Partners purchasing agreement.

For more information and to learn how much you'll save, email [william.thomas@thermofisher.com](mailto:william.thomas@thermofisher.com) or [OMNIAPartnersFisherScientific@thermofisher.com](mailto:OMNIAPartnersFisherScientific@thermofisher.com)

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22-645-0125 TL 01/22 BN20221490



# Latitude™ Fentanyl Filtered Hood - 110V

# MYSTAIRE®



Made in the USA



## GENERAL SPECIFICATIONS

<b>Construction Material</b>	<b>Work Surface</b>	Dark Blue Polypropylene
	<b>Shell</b>	Polypropylene
	<b>Front Sash</b>	Polycarbonate
	<b>Filtration Housing</b>	Polypropylene
<b>Controls</b>		Eversafe™ Safety Controller
<b>Face Velocity - Variable</b>		60 - 100 LFM
<b>Blowers</b>		Variable-Speed; Brushless-Sparkless
<b>Lighting</b>		LED
<b>Waste Disposal Port</b>		One; Installed
<b>Electronic Cord Pass-Through Ports</b>		Two; Installed
<b>Initial Saf-T- Zone™ HEPA Filters</b>		Installed
<b>Carbon Filtration</b>		Optional
<b>Low Airflow Alarm</b>		Audible / Visual Alarm
<b>Room Temperature Sensor</b>		Audible / Visual Alarm
<b>Room Humidity Sensor</b>		Audible / Visual Alarm
<b>Lab Timer</b>		Audible / Visual Timer
<b>Filter Monitoring Package</b>		Audible / Visual Alarm
<b>Certifications</b>		UL, CSA, and ASHRAE 110

## DIMENSIONS

Product #	External Dimension			Internal Dimensions			Sash Opening Dimensions		
	Width	Depth	Height	Width	Depth	Height	Width	Opening	Sash Fold
MY-LFH48	48.0"	30.0"	41.0"	47.2"	22.8"	25.0"	43.5"	8.2"	17.0"
MY-LFH72	72.0"	30.0"	41.0"	71.2"	22.8"	25.0"	67.5"	8.2"	17.0"

## TECHNICAL SPECIFICATIONS

Product #	Electrical		Volume of Filtered Air	Prefilters Required	Main Filters Required	Safety Filters Required	Unit Weight*
	Voltage	Power					
MY-LFH48	110 V	460 W	502 CFM	2	2	2	350 lbs.
MY-LFH72	110 V	650 W	580 CFM	3	3	3	520 lbs.

Unit weight is an approximation\*

[www.mystaire.com](http://www.mystaire.com)

Phone: +1 (919) 229-8511 • Toll Free: (877) 328-3912 • Email: [contact@mystaire.com](mailto:contact@mystaire.com)

**RESOLUTION 25-2023**  
**A RESOLUTION**  
**ADOPTING THE CITY'S**  
**THREE-MILE**  
**ANNEXATION PLAN**

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

**Resolution No. 25-2023**

**TITLE:       A RESOLUTION ADOPTING THE CITY’S THREE-MILE ANNEXATION  
              PLAN**

WHEREAS, C.R.S. § 31-12-105(1)(e)(I) requires that the City of Black Hawk adopt a three-mile plan for purposes of considering an annexation proposal; and

WHEREAS, the City desires to adopt said three-mile plan.

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

Section 1.     For purposes of C.R.S. § 31-12-105(1)(e)(I), the City hereby adopts the attached documents as the City’s three-mile plan pursuant to C.R.S. § 31-12-105(1)(e)(I).

RESOLVED AND PASSED this 26<sup>th</sup> day of April, 2023.

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

ATTEST:

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

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

---

**SUBJECT:** City of Black Hawk – Three Mile Plan (P-23-15)

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

**MOTION TO APPROVE Resolution No. 25-2023** Adopting the City’s Three-Mile Annexation Plan.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

C.R.S. § 31-12-105(1)(e)(I) requires that the City of Black Hawk shall have in place a Three-Mile Plan for purposes of considering an annexation proposal. **This resolution adopts the February 2020 Comprehensive Plan as the City’s Three-Mile Plan along with an updated Growth Area Map for the City of Black Hawk.**

**AGENDA DATE:** April 26, 2023

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

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

**DOCUMENTS ATTACHED:**

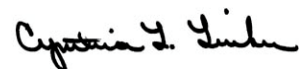
1. Resolution 25-2023
2. Resolution 8-2020 – Adoption of 2020 Comprehensive Plan
3. 2023 Three-Mile Annexation Plan

**RECORD:** [ ] Yes [ X ] No

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

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

**SUBMITTED BY:**



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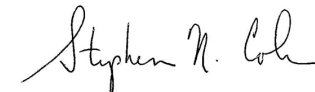
Cynthia L. Linker, CP&D Director



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Vincent Harris, AICP, Baseline Corporation

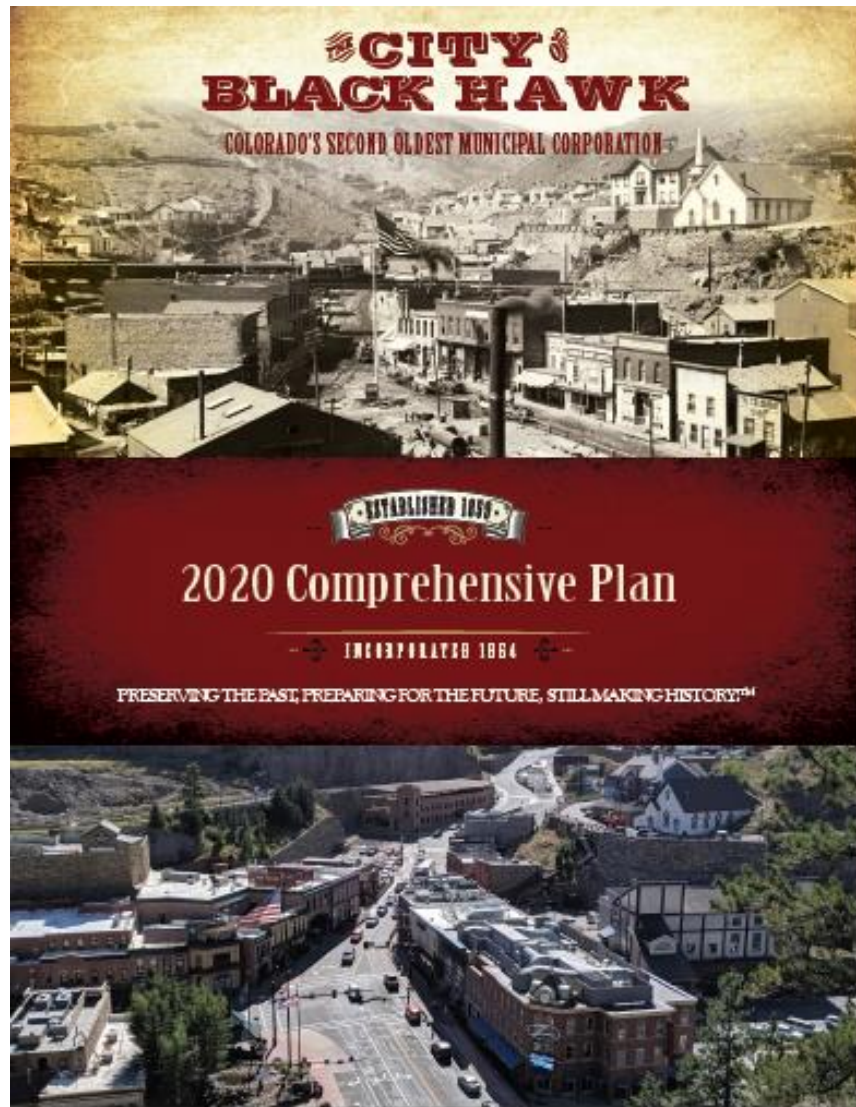
**REVIEWED BY:**



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Stephen N. Cole, City Manager





## Certificate of Approval

### 2020 Comprehensive Plan – City of Black Hawk

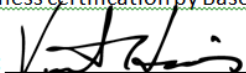
This is the final approved 2020 Comprehensive Plan for the City of Black Hawk, CO approved by the Black Hawk City Council on February 12, 2020.

Resolution No. 8-2020.

This 2020 Comprehensive Plan also serves as the Three Mile Annexation Plan for the City of Black Hawk, CO approved by the Black Hawk City Council on February 12, 2020.

Resolution No. 9-2020.

Completeness certification by Baseline Corporation this 11th day of March, 2020.

Signature: 

Vincent Harris, AICP – Planning Director

On behalf of the City of Black Hawk



STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 8-2020

**TITLE: A RESOLUTION ADOPTING THE COMPREHENSIVE PLAN OF THE CITY OF BLACK HAWK, DATED FEBRUARY 2020**

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Planning Commission to make and adopt a comprehensive plan for the City of Black Hawk;

WHEREAS, the City Council has, pursuant to C.R.S. § 31-23-203, determined to perform the functions of the Planning Commission in the City;

WHEREAS, the Comprehensive Plan of the City of Black Hawk, dated February 2020, was prepared at the direction of the City Council;

WHEREAS, a public hearing on the Comprehensive Plan of the City of Black Hawk, dated February 2020, was held on February 12, 2020, after published notice as required by law in the official newspaper of Gilpin County pursuant to C.R.S. § 31-23-208; and


WHEREAS, the adoption of the Comprehensive Plan of the City of Black Hawk, dated February 2020, must pass by a two-thirds (2/3) majority vote of the City Council, sitting as the Planning Commission.

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

Section 1. The Comprehensive Plan of the City of Black Hawk, dated February 2020, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, including all of the maps and other descriptive matters contained therein, is hereby adopted.

Section 2. A copy of the Comprehensive Plan of the City of Black Hawk, dated February 2020, shall be certified to each governmental body of the affected territory and shall be filed with the Gilpin County Clerk and Recorder.

RESOLVED AND PASSED this 12<sup>th</sup> day of February, 2020.

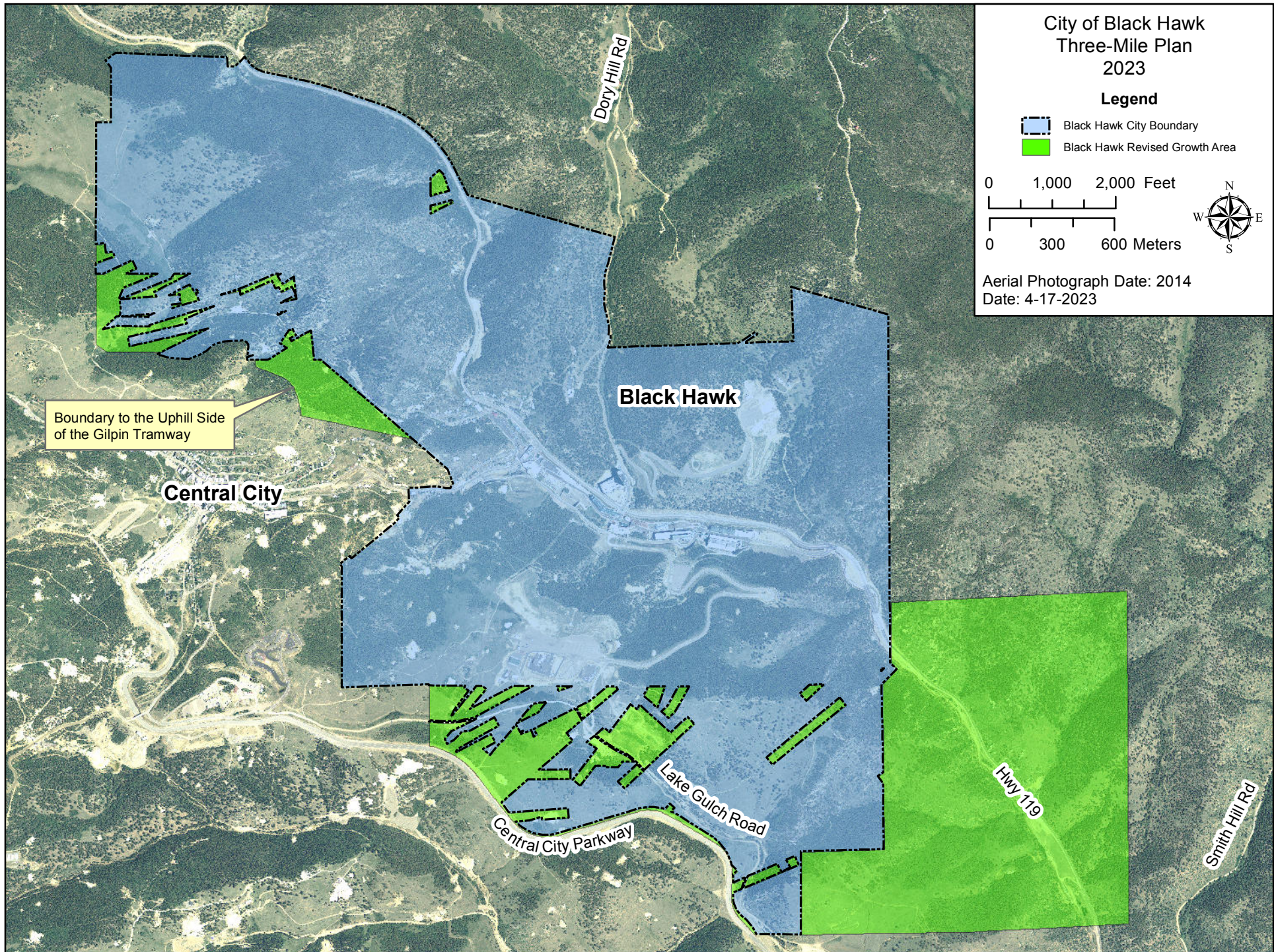
  
David D. Spellman, Mayor

ATTEST:

  
Melissa A. Greiner, CMC, City Clerk









**RESOLUTION 26-2023**  
**A RESOLUTION**  
**ACCEPTING THE PETITION**  
**FOR ANNEXATION AND**  
**ESTABLISHING JUNE 14**  
**2023, AS THE DATE OF**  
**PUBLIC HEARING ON THE**  
**REQUESTED ANNEXATION**  
**OF PARCELS OF**  
**UNINCORPORATED**  
**TERRITORY LOCATED IN**  
**THE COUNTY OF GILPIN**  
**(LAKE GULCH WHISKEY**  
**RESORT ANNEXATION NO.**  
**19)**

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

**Resolution No. 26-2023**

**TITLE:       A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING JUNE 14 2023, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF PARCELS OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19)**

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A, attached to the Petition;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on April 26, 2023, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

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

Section 1.       The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2.       That a public hearing to consider the Petition is scheduled for June 14, 2023, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexations comply with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3.       Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any

municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 26<sup>th</sup> day of April, 2023.

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

ATTEST:

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

## PETITION FOR ANNEXATION

### PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
  - a. Not less than one-sixth (1/6<sup>th</sup>) of the perimeter of the Property is contiguous with the City.
  - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
  - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
  - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
  - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
  - d. The entire width of all streets and alleys to be included within the area annexed are included;
  - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
  - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

**LANDOWNER**

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca  
Peter T. Macca

Its: Operations Manager/ Authorized Representative

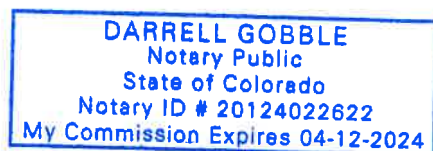
Mailing Address:  
200 S. Kalamath Street  
Denver, CO 80223

STATE OF COLORADO )  
 ) s.s.  
COUNTY OF DENVER )

Subscribed and sworn to before me this 11<sup>th</sup> day of APRIL, 2023, by Peter T. Macca.

Witness my hand and official seal.

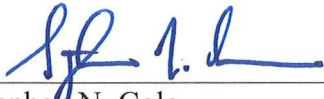
My commission expires: 04/12/2024



[Signature]  
Notary Public

**LANDOWNER**

City of Black Hawk, a Colorado municipal corporation


By:   
Stephen N. Cole  
Its: City Manager

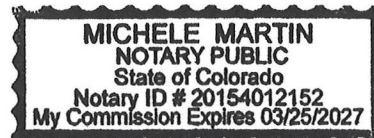
Mailing Address:  
PO Box 68  
Black Hawk, CO 80422

STATE OF Colorado )  
 ) s.s.  
COUNTY OF Gilpin )

Subscribed and sworn to before me this 10 day of April, 2023, by Stephen N. Cole.

Witness my hand and official seal.

My commission expires: 3/25/2027  






## AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR

Peter T. Macca  
Peter T. Macca

STATE OF COLORADO )  
 ) s.s.  
COUNTY OF DENVER )

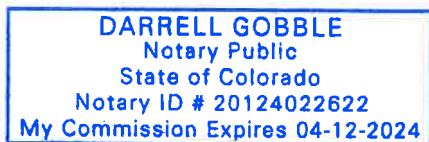
Subscribed and sworn to before me this 11<sup>th</sup> day of April, 2023, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 04/12/2024

[Signature]

Notary Public



**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

I, Stephen N. Cole, being first duly sworn state as follows:

- d. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- e. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- f. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR

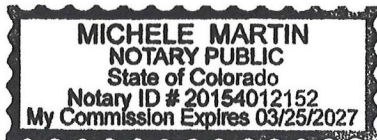
  
Stephen N. Cole

STATE OF Colorado )  
 ) s.s.  
COUNTY OF Gilpin )

Subscribed and sworn to before me this 10 day of April, 2023, by Stephen N. Cole

Witness my hand and official seal.

My commission expires: 3/25/2027



  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19

PORTIONS OF THE DALE MS 13338, THE ANNEX 7799 AND GOVERNMENT LOT 123,  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72  
WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH,  
RANGE 73 WEST OF THE 6TH P.M. FROM WHENCE THE NORTHEAST CORNER OF SAID  
SECTION 13 BEARS NORTH 00°14'12" EAST A DISTANCE OF 2639.74 FEET WITH ALL  
BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 20°34'18" EAST A DISTANCE OF 894.73 FEET TO A POINT ON THE SOUTH  
LINE OF LAKE GULCH ROAD, THE SOUTH LINE OF LAKE GULCH WHISKEY RESORT  
ANNEXATION NO. 3, RECORDED AT RECEPTION NO. 165794 IN THE GILPIN COUNTY  
RECORDS AND LINE 1-2 OF THE NOTAWAY EXTENSION MS 9772 AND BEING POINT "A";

THENCE NORTH 24°10'55" EAST ON LINE 1-2 OF SAID NOTAWAY EXTENSION MS 9772 TO A  
POINT ON THE NORTH LINE OF LAKE GULCH ROAD, THE NORTH LINE OF LAKE GULCH  
WHISKEY RESORT ANNEXATION NO. 3 A DISTANCE OF 24.07 FEET AND THE POINT OF  
BEGINNING;

THENCE NORTH 24°10'55" EAST CONTINUING ON LINE 1-2 OF SAID NOTAWAY EXTENSION  
MS 9772 A DISTANCE OF 79.23 FEET TO A POINT ON LINE 3-4 OF THE DALE MS 13338;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINES OF SAID DALE MS  
13338 THE FOLLOWING FOUR (4) COURSES;

1. NORTH 39°23'43" EAST A DISTANCE OF 624.77 FEET;
2. SOUTH 89°24'17" EAST A DISTANCE OF 97.24 FEET;
3. SOUTH 50°28'19" EAST A DISTANCE OF 74.00 FEET;
4. SOUTH 39°23'00" WEST A DISTANCE OF 409.81 FEET TO THE POINT OF  
INTERSECTION WITH LINE 1-4 OF THE ANNEX MS 7799;

THENCE NORTH 61°53'31" EAST ON LINE 1-4 OF SAID ANNEX MS 7799 A DISTANCE OF  
776.77 FEET TO THE SOUTH LINE OF MINERS' MESA SUBDIVISION FILING NO. 4;

THENCE SOUTH 89°38'10" EAST ON THE SOUTH LINE OF SAID MINERS' MESA SUBDIVISION  
FILING NO. 4 A DISTANCE OF 314.97 FEET TO LINE 2-3 OF SAID ANNEX MS 7799;

THENCE SOUTH 61°53'31" WEST ON LINE 2-3 OF SAID ANNEX MS 7799 A DISTANCE OF  
1064.95 FEET TO THE NORTH LINE OF SAID LAKE GULCH ROAD AND THE NORTH LINE OF  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3;

THENCE ON THE NORTH LINE OF SAID LAKE GULCH ROAD AND THE NORTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3 THE FOLLOWING FIFTEEN (15) COURSES;

1. SOUTH 80°16'24" WEST A DISTANCE OF 3.30 FEET;
2. SOUTH 80°28'29" WEST A DISTANCE OF 26.01 FEET;
3. SOUTH 79°54'14" WEST A DISTANCE OF 26.32 FEET;
4. SOUTH 78°39'54" WEST A DISTANCE OF 37.64 FEET;
5. SOUTH 78°10'02" WEST A DISTANCE OF 25.48 FEET;
6. SOUTH 77°08'36" WEST A DISTANCE OF 25.55 FEET;
7. SOUTH 76°54'40" WEST A DISTANCE OF 25.60 FEET;
8. SOUTH 78°58'54" WEST A DISTANCE OF 26.68 FEET;
9. SOUTH 82°03'23" WEST A DISTANCE OF 28.00 FEET;
10. SOUTH 84°07'35" WEST A DISTANCE OF 28.85 FEET;
11. SOUTH 84°48'46" WEST A DISTANCE OF 29.08 FEET;
12. SOUTH 85°29'19" WEST A DISTANCE OF 27.58 FEET;
13. SOUTH 87°31'19" WEST A DISTANCE OF 26.26 FEET;
14. SOUTH 88°16'44" WEST A DISTANCE OF 36.59 FEET;
15. NORTH 89°43'04" WEST A DISTANCE OF 15.64 FEET TO THE POINT OF BEGINNING, CONTAINING 5.91 ACRES MORE OR LESS.

TOGETHER WITH,

BEGINNING AT SAID POINT "A" BEING A POINT ON THE SOUTH LINE OF LAKE GULCH ROAD AND THE SOUTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3;

THENCE ALONG THE SOUTH LINE OF LAKE GULCH ROAD AND THE SOUTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3 THE FOLLOWING SEVENTEEN (17) COURSES:

1. SOUTH 89°43'04" EAST A DISTANCE OF 25.76 FEET;
2. NORTH 88°16'44" EAST A DISTANCE OF 37.12 FEET;
3. NORTH 87°31'19" EAST A DISTANCE OF 26.80 FEET;
4. NORTH 85°29'19" EAST A DISTANCE OF 28.10 FEET;
5. NORTH 84°48'46" EAST A DISTANCE OF 29.34 FEET;
6. NORTH 84°07'35" EAST A DISTANCE OF 29.37 FEET;

7. NORTH 82°03'23" EAST A DISTANCE OF 28.99 FEET;
8. NORTH 78°58'54" EAST A DISTANCE OF 27.66 FEET;
9. NORTH 76°54'40" EAST A DISTANCE OF 25.95 FEET;
10. NORTH 77°08'36" EAST A DISTANCE OF 25.31 FEET;
11. NORTH 78°10'02" EAST A DISTANCE OF 25.19 FEET;
12. NORTH 78°39'54" EAST A DISTANCE OF 37.31 FEET;
13. NORTH 79°54'14" EAST A DISTANCE OF 25.97 FEET;
14. NORTH 80°28'29" EAST A DISTANCE OF 25.95 FEET;
15. NORTH 80°13'10" EAST A DISTANCE OF 25.35 FEET;
16. NORTH 82°00'47" EAST A DISTANCE OF 25.30 FEET;
17. NORTH 83°11'19" EAST A DISTANCE OF 2.37 FEET TO A POINT ON THE SOUTHERLY LINE OF GOVERNMENT LOT 123 AND THE NORTHERLY LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 14, RECORDED AT RECEPTION NO. 171508 OF THE GILPIN COUNTY RECORDS;

THENCE SOUTH 63°58'12" WEST ON THE COMMON LINE OF SAID GOVERNMENT LOT 123 AND THE NORTHERLY LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 14 A DISTANCE OF 446.56 FEET TO LINE 6-7 OF SAID DALE MS 13338;

THENCE NORTH 39°29'28" EAST ON LINE 6-7 OF SAID DALE MS 13338 A DISTANCE OF 72.79 FEET TO LINE 3-4 OF THE ANNEX MS 7799;

THENCE NORTH 24°45'29" WEST ON LINE 3-4 OF SAID ANNEX MS 7799 A DISTANCE OF 55.87 FEET;

THENCE SOUTH 87°31'19" WEST A DISTANCE OF 4.36 FEET;

THENCE SOUTH 88°16'44" WEST A DISTANCE OF 37.84 FEET;

THENCE NORTH 89°43'04" WEST A DISTANCE OF 36.54 FEET;

THENCE NORTH 88°22'02" WEST A DISTANCE OF 3.01 FEET TO LINE 1-2 OF SAID NOTAWAY EXTENSION MS 9772;

THENCE NORTH 24°10'55" EAST ON LINE 1-2 OF SAID NOTAWAY EXTENSION MS 9772 A DISTANCE OF 32.73 FEET TO POINT "A", CONTAINING 0.55 ACRES MORE OR LESS.

CITY OF BLACK HAWK PORTION OF  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19

ALL THAT PORTION OF THE ANNEX 7799 LYING SOUTH OF THE SOUTHERLY LINE OF MINERS' MESA SUBDIVISION FILING NO. 4 AND LYING SOUTHERLY OF THE BLACK HAWK PATENTED BOUNDARY LINE, EXCEPT THE PORTION DESCRIBED IN QUIT CLAIM DEED RECORDED AT RECEPTION NUMBER 171140 AND EXCEPT ANY PORTION WITHIN LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3.

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

PROXIMO DISTILLERS, LLC PORTION OF  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19

THOSE PORTIONS OF THE DALE 13338 AND THE ANNEX 7799 AS DESCRIBED IN BARGAIN AND SALE DEED RECORDED AT RECEPTION NUMBER 171138 AND QUIT CLAIM DEED 171140 AND EXCEPT ANY PORTION WITHIN LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 123 LOCATED SOUTH OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3.

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



EXHIBIT B

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19  
A PORTION OF THE DALE MS 13338, ANNEX MS 7799 AND GOVERNMENT LOT 123, LOCATED  
WITH IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.  
TO THE CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

PORTIONS OF THE DALE MS 13338, THE ANNEX 7799 AND GOVERNMENT LOT 123, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH P.M. FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEARS NORTH 00°14'12" EAST A DISTANCE OF 2639.74 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 20°34'18" EAST A DISTANCE OF 894.73 FEET TO A POINT ON THE SOUTH LINE OF LAKE GULCH ROAD, THE SOUTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3, RECORDED AT RECEPTION NO. 165794 IN THE GILPIN COUNTY RECORDS AND LINE 1-2 OF THE NOTAWAY EXTENSION MS 9772 AND BEING POINT "A";

THENCE NORTH 24°10'55" EAST ON LINE 1-2 OF SAID NOTAWAY EXTENSION MS 9772 TO A POINT ON THE NORTH LINE OF LAKE GULCH ROAD, THE NORTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3 A DISTANCE OF 24.07 FEET AND THE POINT OF BEGINNING;

THENCE NORTH 24°10'55" EAST CONTINUING ON LINE 1-2 OF SAID NOTAWAY EXTENSION MS 9772 A DISTANCE OF 79.23 FEET TO A POINT ON LINE 3-4 OF THE DALE MS 13338;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINES OF SAID DALE MS 13338 THE FOLLOWING FOUR (4) COURSES;

- NORTH 39°23'43" EAST A DISTANCE OF 624.77 FEET;
- SOUTH 89°24'17" EAST A DISTANCE OF 97.24 FEET;
- SOUTH 50°28'19" EAST A DISTANCE OF 74.00 FEET;
- SOUTH 39°23'00" WEST A DISTANCE OF 409.81 FEET TO THE POINT OF INTERSECTION WITH LINE 1-4 OF THE ANNEX MS 7799;

THENCE NORTH 61°53'31" EAST ON LINE 1-4 OF SAID ANNEX MS 7799 A DISTANCE OF 776.77 FEET TO THE SOUTH LINE OF MINERS' MESA SUBDIVISION FILING NO. 4;

THENCE SOUTH 89°38'10" EAST ON THE SOUTH LINE OF SAID MINERS' MESA SUBDIVISION FILING NO. 4 A DISTANCE OF 314.97 FEET TO LINE 2-3 OF SAID ANNEX MS 7799;

THENCE SOUTH 61°53'31" WEST ON LINE 2-3 OF SAID ANNEX MS 7799 A DISTANCE OF 1064.95 FEET TO THE NORTH LINE OF SAID LAKE GULCH ROAD AND THE NORTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3;

THENCE ON THE NORTH LINE OF SAID LAKE GULCH ROAD AND THE NORTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3 THE FOLLOWING FIFTEEN (15) COURSES;

- SOUTH 80°16'24" WEST A DISTANCE OF 3.30 FEET;
- SOUTH 80°28'29" WEST A DISTANCE OF 26.01 FEET;
- SOUTH 79°54'14" WEST A DISTANCE OF 26.32 FEET;
- SOUTH 78°39'54" WEST A DISTANCE OF 37.64 FEET;
- SOUTH 78°10'02" WEST A DISTANCE OF 25.48 FEET;
- SOUTH 77°08'36" WEST A DISTANCE OF 25.55 FEET;
- SOUTH 76°54'40" WEST A DISTANCE OF 25.60 FEET;
- SOUTH 78°58'54" WEST A DISTANCE OF 26.68 FEET;
- SOUTH 82°03'23" WEST A DISTANCE OF 28.00 FEET;
- SOUTH 84°07'35" WEST A DISTANCE OF 28.85 FEET;
- SOUTH 84°48'46" WEST A DISTANCE OF 29.08 FEET;
- SOUTH 85°29'19" WEST A DISTANCE OF 27.58 FEET;
- SOUTH 87°31'19" WEST A DISTANCE OF 26.26 FEET;
- SOUTH 88°16'44" WEST A DISTANCE OF 36.59 FEET;
- NORTH 89°43'04" WEST A DISTANCE OF 15.64 FEET TO THE POINT OF BEGINNING, CONTAINING 5.91 ACRES MORE OR LESS.

TOGETHER WITH,  
PARCEL 2

BEGINNING AT SAID POINT "A" BEING A POINT ON THE SOUTH LINE OF LAKE GULCH ROAD AND THE SOUTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3;

THENCE ALONG THE SOUTH LINE OF LAKE GULCH ROAD AND THE SOUTH LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 3 THE FOLLOWING SEVENTEEN (17) COURSES:

- SOUTH 89°43'04" EAST A DISTANCE OF 25.76 FEET;
- NORTH 88°16'44" EAST A DISTANCE OF 37.12 FEET;
- NORTH 87°31'19" EAST A DISTANCE OF 26.80 FEET;
- NORTH 85°29'19" EAST A DISTANCE OF 28.10 FEET;
- NORTH 84°48'46" EAST A DISTANCE OF 29.34 FEET;
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- NORTH 82°03'23" EAST A DISTANCE OF 28.99 FEET;
- NORTH 78°58'54" EAST A DISTANCE OF 27.66 FEET;
- NORTH 76°54'40" EAST A DISTANCE OF 25.95 FEET;
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- NORTH 78°39'54" EAST A DISTANCE OF 37.31 FEET;
- NORTH 79°54'14" EAST A DISTANCE OF 25.97 FEET;
- NORTH 80°28'29" EAST A DISTANCE OF 25.95 FEET;
- NORTH 80°13'10" EAST A DISTANCE OF 25.35 FEET;
- NORTH 82°00'47" EAST A DISTANCE OF 25.30 FEET;
- NORTH 83°11'19" EAST A DISTANCE OF 2.37 FEET TO A POINT ON THE SOUTHERLY LINE OF GOVERNMENT LOT 123 AND THE NORTHERLY LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 14, RECORDED AT RECEPTION NO. 171508 OF THE GILPIN COUNTY RECORDS;

THENCE SOUTH 63°58'12" WEST ON THE COMMON LINE OF SAID GOVERNMENT LOT 123 AND THE NORTHERLY LINE OF LAKE GULCH WHISKEY RESORT ANNEXATION NO. 14 A DISTANCE OF 446.56 FEET TO LINE 6-7 OF SAID DALE MS 13338;

THENCE NORTH 39°29'28" EAST ON LINE 6-7 OF SAID DALE MS 13338 A DISTANCE OF 72.79 FEET TO LINE 3-4 OF THE ANNEX MS 7799;

THENCE NORTH 24°45'29" WEST ON LINE 3-4 OF SAID ANNEX MS 7799 A DISTANCE OF 55.87 FEET;

THENCE SOUTH 87°31'19" WEST A DISTANCE OF 4.36 FEET;

THENCE SOUTH 88°16'44" WEST A DISTANCE OF 37.84 FEET;

THENCE NORTH 89°43'04" WEST A DISTANCE OF 36.54 FEET;

THENCE NORTH 88°22'02" WEST A DISTANCE OF 3.01 FEET TO LINE 1-2 OF SAID NOTAWAY EXTENSION MS 9772;

THENCE NORTH 24°10'55" EAST ON LINE 1-2 OF SAID NOTAWAY EXTENSION MS 9772A DISTANCE OF 32.73 FEET TO POINT "A", CONTAINING 0.55 ACRES MORE OR LESS.

GENERAL NOTES:

- DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
- THIS MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED ANNEXATION GRAPHIC AND DESCRIPTION.
- THIS ANNEXATION MAP WAS PREPARED BY AARON ALVIN DEMO, PLS 38285, FOR AND ON BEHALF OF BASELINE CORPORATION, 4007 S. LINCOLN AVE. SUITE# 405, LOVELAND, CO. 80537.
- DISTANCES ON THIS MAP ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THIS ANNEXATION DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE ENGINEERING CORP. TO DETERMINE OWNERSHIP OF THESE LOTS, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.
- BASIS OF BEARINGS: ASSUMING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2-1/2" PIPE WITH A 3-1/4" BRASS CAP STAMPED DOI-BLM AT THE EAST QUARTER CORNER OF SAID SECTION 13 AND A 3-1/4" BRASS CAP STAMPED DOI-BLM AT THE NORTHEAST CORNER OF SAID SECTION 13 TO BEAR NORTH 00°14'12" EAST A DISTANCE OF 2639.74 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

CONTIGUITY STATEMENT:

PARCEL 1

TOTAL PERIMETER OF ANNEXED PARCEL 3,830.32'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 638.39'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 3,751.09'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY

PARCEL 2

TOTAL PERIMETER OF ANNEXED PARCEL 1,141.54'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 190.26'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 896.40'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY

SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE LANDS AS SHOWN AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT CITY OF BLACK HAWK BOUNDARY, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
FOR AND ON BEHALF OF BASELINE CORPORATION

MAYOR'S CERTIFICATE:

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO.

CITY OF BLACK HAWK:

ATTEST:

DAVID D. SPELLMAN, MAYOR

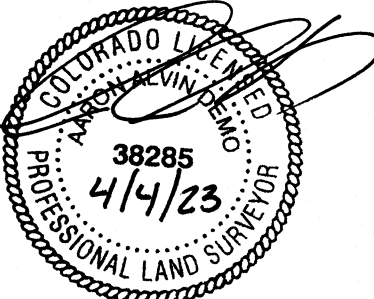
MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK'S CERTIFICATE:

I, \_\_\_\_\_ CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. \_\_\_\_\_ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON \_\_\_\_\_, 2023 A.D.

MELISSA A. GREINER, CMC, CITY CLERK

CLERK AND RECORDER:



4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537  
P. 970.553.7600 • F. 968.079.4864 • www.baselinecorp.com

DESIGNED BY  
DRAWN BY  
CHECKED BY

DATE

PREPARED BY

REVISION DESCRIPTION

CITY OF BLACK HAWK

COUNTY OF GILPIN

DALE, ANNEX, GOV. LOT 123  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19

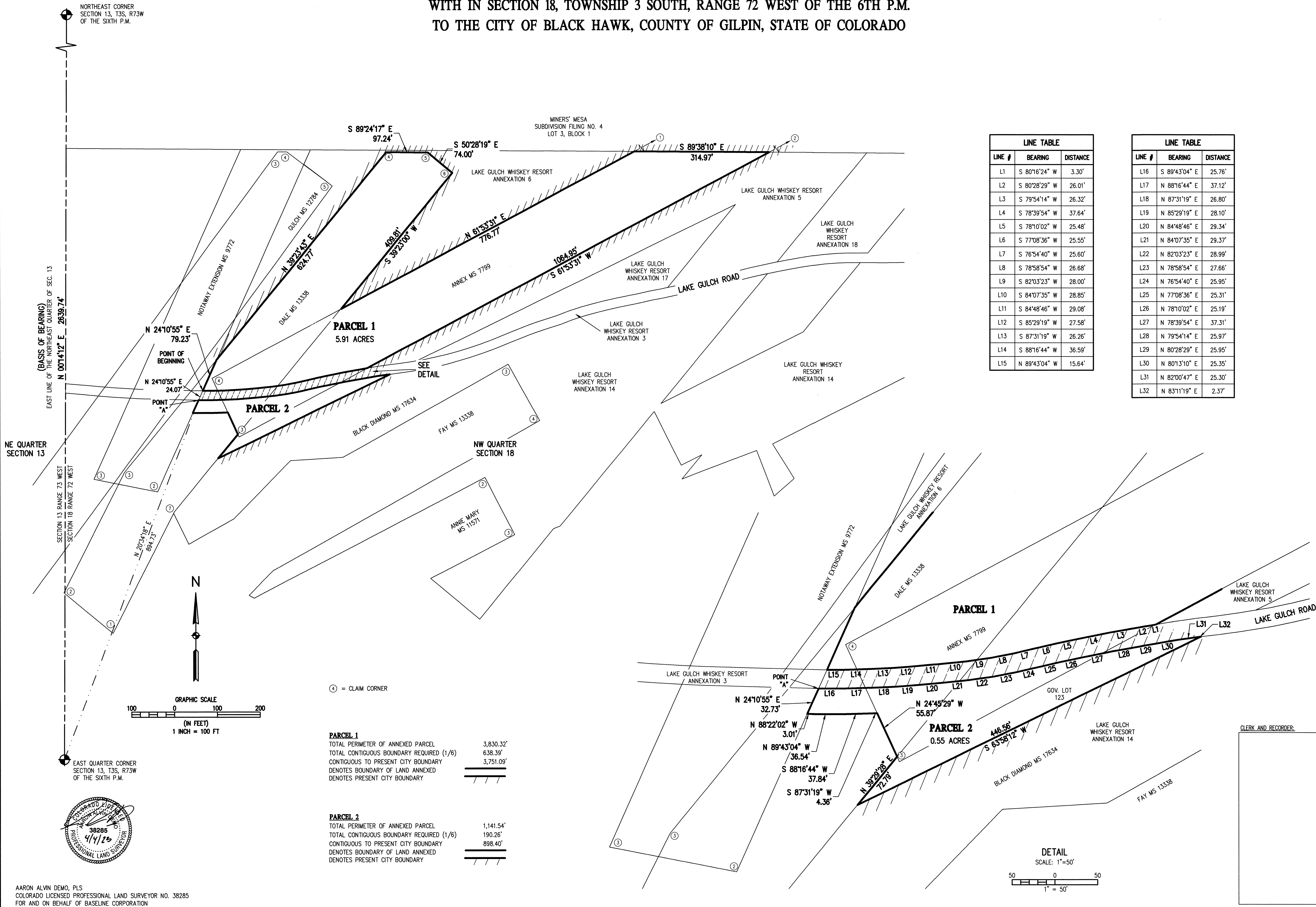
PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF  
BASELINE CORPORATION  
INITIAL SUBMITTAL 03/10/2023  
DRAWING SIZE 24" X 36"  
SURVEY FIRM SURVEY DATE  
JOB NO. 15391  
DRAWING NAME Dale-Annexation Map.dwg  
SHEET 1 OF 2



EXHIBIT B

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19  
A PORTION OF THE DALE MS 13338, ANNEX MS 7799 AND GOVERNMENT LOT 123, LOCATED  
WITH IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.  
TO THE CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



**BASELINE**

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P. 970.533.7600 • F. 970.533.7601 • www.baselinecorp.com

DESIGNED BY	DATE	PREPARED BY	REVISION DESCRIPTION
DRAWN BY			
DKL			
CHECKED BY			
AAD			

**CITY OF BLACK HAWK**  
COUNTY OF GILPIN  
DALE, ANNEX, GOV. LOT 123  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 19

FOR AND ON BEHALF OF	DATE
INITIAL SUBMITTAL	03/10/2023
DRAWING SIZE	24" X 36"
SURVEY FIRM	SURVEY DATE
JOB NO.	15391
DRAWING NAME	Date-Annexation Map.dwg
SHEET	2 OF 2



**RESOLUTION 27-2023**

**A RESOLUTION**

**ACCEPTING THE PETITION**

**FOR ANNEXATION AND**

**ESTABLISHING JUNE 14**

**2023, AS THE DATE OF**

**PUBLIC HEARING ON THE**

**REQUESTED ANNEXATION**

**OF PARCELS OF**

**UNINCORPORATED**

**TERRITORY LOCATED IN**

**THE COUNTY OF GILPIN**

**(LAKE GULCH WHISKEY**

**RESORT ANNEXATION NO.**

**20)**

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

**Resolution No. 27-2023**

**TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING JUNE 14 2023, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF PARCELS OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20)**

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A, attached to the Petition;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on April 26, 2023, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

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

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for June 14, 2023, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexations comply with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any

municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 26<sup>th</sup> day of April, 2023.

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

ATTEST:

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

## PETITION FOR ANNEXATION

### PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
  - a. Not less than one-sixth (1/6<sup>th</sup>) of the perimeter of the Property is contiguous with the City.
  - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
  - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
  - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
  - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
  - d. The entire width of all streets and alleys to be included within the area annexed are included;
  - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
  - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

**LANDOWNER**

Proximo Distillers, LLC, a Colorado Limited  
Liability Company

By: Peter T. Macca  
Peter T. Macca

Its: Operations Manager/ Authorized Representative

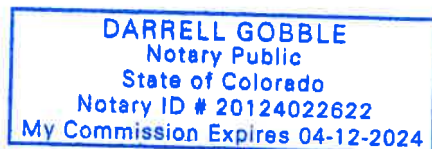
Mailing Address:  
200 S. Kalamath Street  
Denver, CO 80223

STATE OF COLORADO )  
 ) s.s.  
COUNTY OF DENVER )

Subscribed and sworn to before me this 11<sup>th</sup> day of APRIL, 2023, by Peter T. Macca.

Witness my hand and official seal.

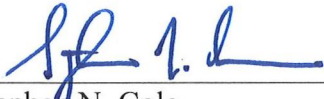
My commission expires: 04/12/2024



[Signature]  
Notary Public

**LANDOWNER**

City of Black Hawk, a Colorado municipal corporation


By:   
Stephen N. Cole  
Its: City Manager

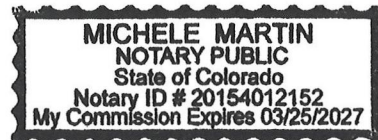
Mailing Address:  
PO Box 68  
Black Hawk, CO 80422

STATE OF Colorado )  
 ) s.s.  
COUNTY OF Gilpin )

Subscribed and sworn to before me this 10 day of April, 2023, by Stephen N. Cole.

Witness my hand and official seal.

My commission expires: 3/25/2027  




## AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR

Peter T. Macca  
Peter T. Macca

STATE OF COLORADO )  
 ) s.s.  
COUNTY OF DENVER )

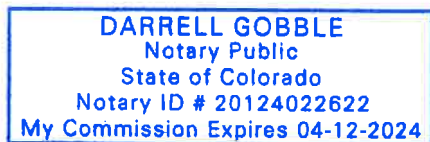
Subscribed and sworn to before me this 11<sup>th</sup> day of April, 2023, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 04/12/2024

[Signature]

Notary Public



**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

I, Stephen N. Cole, being first duly sworn state as follows:

- d. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- e. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- f. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR

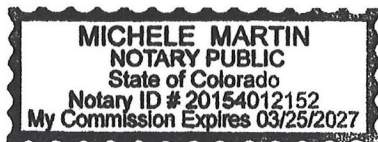
  
Stephen N. Cole

STATE OF Colorado )  
 ) s.s.  
COUNTY OF Gilpin )

Subscribed and sworn to before me this 10 day of April, 2023, by Stephen N. Cole

Witness my hand and official seal.

My commission expires: 3/25/2027



  
Notary Public



EXHIBIT A

LEGAL DESCRIPTION

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20

PORTIONS OF THE UNEXPECTED MS 327 AND GOVERNMENT LOTS 118 AND 119 LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH P.M. FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEARS NORTH 00°14'12" EAST A DISTANCE OF 2639.74 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°14'12" EAST ON THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 1032.02 FEET TO LINE 2-3 OF THE CECIL MS 11171 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°14'12" EAST ON THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 392.25 FEET TO THE SOUTH LINE OF MINERS' MESA SUBDIVISION FILING NO. 4;

THENCE SOUTH 89°38'10" EAST ON THE SOUTH LINE OF SAID MINERS' MESA SUBDIVISION FILING NO. 4 A DISTANCE OF 335.31 FEET TO LINE 1-4 OF SAID UNEXPECTED MS 327;

THENCE SOUTH 52°34'12" WEST ON LINE 1-4 OF SAID UNEXPECTED MS 327 A DISTANCE OF 71.15 FEET TO THE INTERSECTION OF LINE 2-3 OF THE CECIL MS 11171;

THENCE SOUTH 38°57'12" WEST ON LINE 2-3 OF SAID CECIL MS 11171 A DISTANCE OF 446.05 FEET TO THE POINT OF BEGINNING, CONTAINING 1.42 ACRES MORE OR LESS.

CITY OF BLACK HAWK PORTION OF  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20

ALL THAT PORTION OF THE UNEXPECTED 327 LYING EASTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN AND LYING SOUTHERLY OF THE BLACK HAWK PATENTED BOUNDARY LINE.

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

PROXIMO DISTILLERS, LLC PORTION OF  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20

GOVERNMENT LOT 118 AND GOVERNMENT LOT 119, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO.

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20  
A PORTION OF THE UNEXPECTED MS 327 AND GOVERNMENT LOTS 118 AND 119, LOCATED  
WITH IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.  
TO THE CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

PORTIONS OF THE UNEXPECTED MS 327 AND GOVERNMENT LOTS 118 AND 119 LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS,

PARCEL 1

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH P.M. FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEARS NORTH 00°14'12" EAST A DISTANCE OF 2639.74 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°14'12" EAST ON THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 1032.02 FEET TO LINE 2-3 OF THE CECIL MS 11171 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°14'12" EAST ON THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 392.25 FEET TO THE SOUTH LINE OF MINERS' MESA SUBDIVISION FILING NO. 4;

THENCE SOUTH 89°38'10" EAST ON THE SOUTH LINE OF SAID MINERS' MESA SUBDIVISION FILING NO. 4 A DISTANCE OF 335.31 FEET TO LINE 1-4 OF SAID UNEXPECTED MS 327;

THENCE SOUTH 52°34'12" WEST ON LINE 1-4 OF SAID UNEXPECTED MS 327 A DISTANCE OF 71.15 FEET TO THE INTERSECTION OF LINE 2-3 OF THE CECIL MS 11171;

THENCE SOUTH 38°57'12" WEST ON LINE 2-3 OF SAID CECIL MS 11171 A DISTANCE OF 446.05 FEET TO THE POINT OF BEGINNING, CONTAINING 1.42 ACRES MORE OR LESS.

GENERAL NOTES:

- DEFINITION: CERTIFY, CERTIFICATION – A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
- THIS MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED ANNEXATION GRAPHIC AND DESCRIPTION.
- THIS ANNEXATION MAP WAS PREPARED BY AARON ALVIN DEMO, PLS 38285, FOR AND ON BEHALF OF BASELINE CORPORATION, 4007 S. LINCOLN AVE. SUITE# 405, LOVELAND, CO. 80537.
- DISTANCES ON THIS MAP ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THIS ANNEXATION DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE ENGINEERING CORP. TO DETERMINE OWNERSHIP OF THESE LOTS, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.
- BASIS OF BEARINGS: ASSUMING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2-1/2" PIPE WITH A 3-1/4" BRASS CAP STAMPED DOI-BLM AT THE EAST QUARTER CORNER OF SAID SECTION 13 AND A 3-1/4" BRASS CAP STAMPED DOI-BLM AT THE NORTHEAST CORNER OF SAID SECTION 13 TO BEAR NORTH 00°14'12" EAST A DISTANCE OF 2639.74 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

CONTIGUITY STATEMENT:

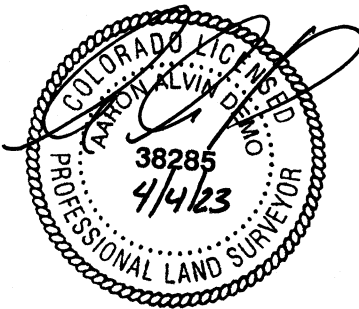
PARCEL 1

TOTAL PERIMETER OF ANNEXED PARCEL	1,244.76'
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6)	207.46'
CONTIGUOUS TO PRESENT CITY BOUNDARY	335.31'
DENOTES BOUNDARY OF LAND ANNEXED	=====
DENOTES PRESENT CITY BOUNDARY	_____/_____/_____

SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE LANDS AS SHOWN AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT CITY OF BLACK HAWK BOUNDARY, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
FOR AND ON BEHALF OF BASELINE CORPORATION



MAYOR'S CERTIFICATE:

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO.

CITY OF BLACK HAWK:

ATTEST:

DAVID D. SPELLMAN, MAYOR

MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK'S CERTIFICATE:

I, \_\_\_\_\_ CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. \_\_\_\_\_, A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON \_\_\_\_\_, 2023 A.D.

MELISSA A. GREINER, CMC, CITY CLERK

CLERK AND RECORDER:

DESIGNED BY  
DRAWN BY  
CHECKED BY

DATE

PREPARED BY

REVISION DESCRIPTION

CITY OF BLACK HAWK

COUNTY OF GILPIN  
UNEXPECTED MS 327, GOV. LOTS 118 AND 119  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	03/22/2023
DRAWING SIZE	24" X 36"
SURVEY FIRM	SURVEY DATE
JOB NO.	15391
DRAWING NAME	Unexpected-Annexation Map.dwg
SHEET	1 OF 2

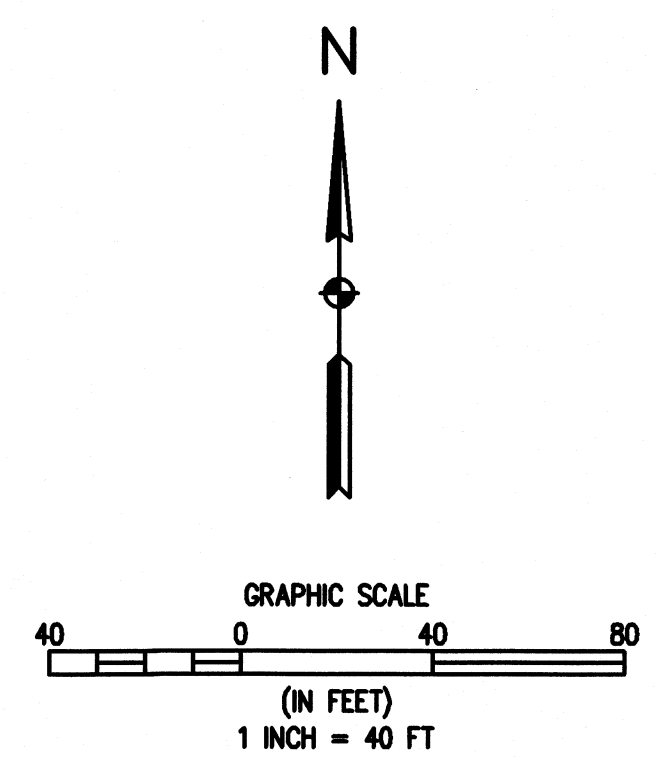
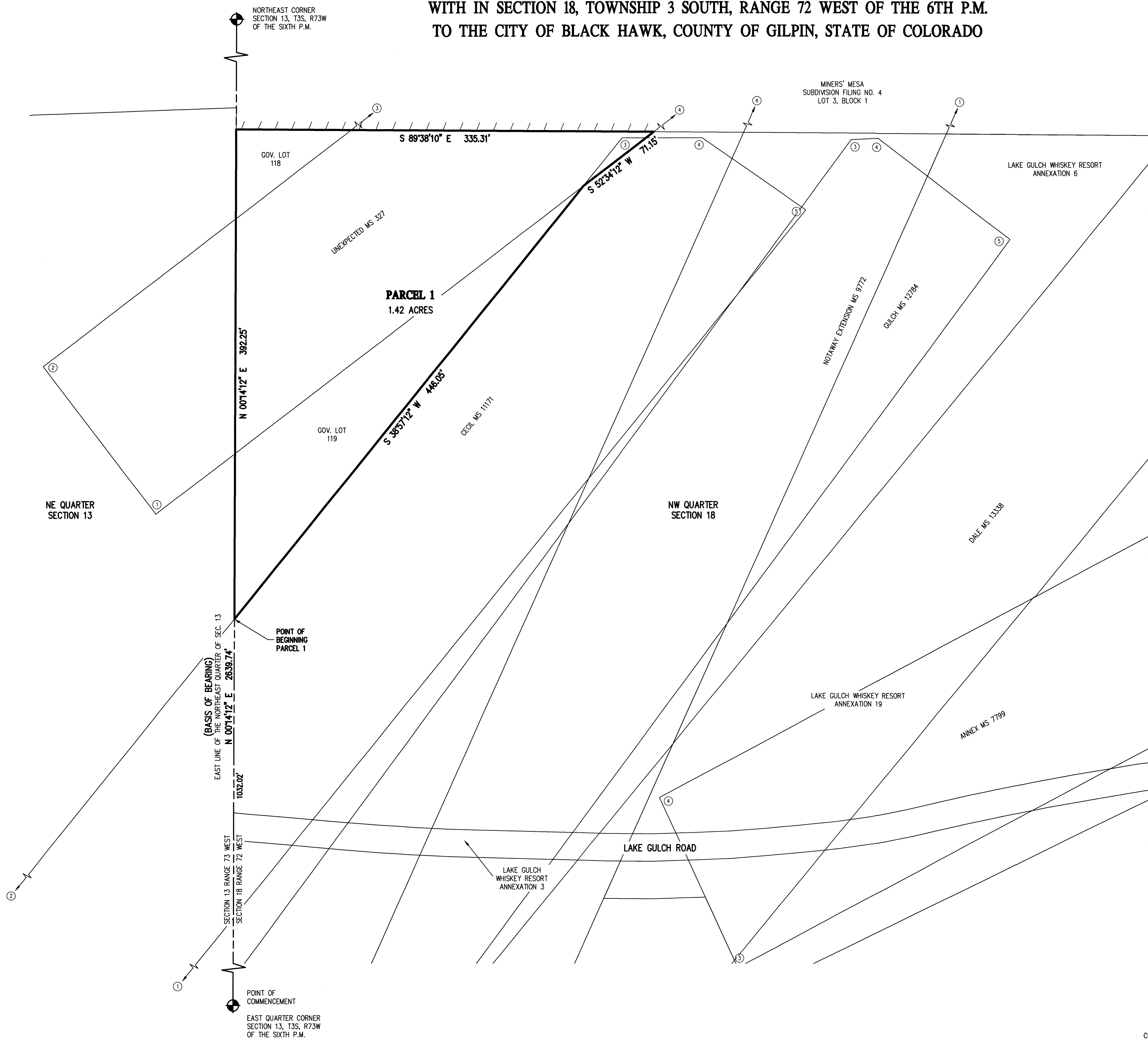
BASELINE

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P. 970.933.7600 • F. 966.679.4684 • www.baselinecorp.com



LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20  
A PORTION OF THE UNEXPECTED MS 327 AND GOVERNMENT LOTS 118 AND 119, LOCATED  
WITH IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.  
TO THE CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



④ = CLAIM CORNER

CONTIGUITY STATEMENT:

<b>PARCEL 1</b>	
TOTAL PERIMETER OF ANNEXED PARCEL	1,244.76'
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6)	207.46'
CONTIGUOUS TO PRESENT CITY BOUNDARY	335.31'
DENOTES BOUNDARY OF LAND ANNEXED	
DENOTES PRESENT CITY BOUNDARY	



AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
FOR AND ON BEHALF OF BASELINE CORPORATION

**BASELINE**  
Engineering · Planning · Surveying  
4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537  
P. 970.583.7600 • F. 970.583.7601 • www.baselinecorp.com

DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
AAD	

REVISION DESCRIPTION	PREPARED BY

**CITY OF BLACK HAWK**  
COUNTY OF GILPIN  
**UNEXPECTED MS 327, GOV. LOTS 118 AND 119**  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 20

FOR AND ON BEHALF OF  
BASELINE CORPORATION  
INITIAL SUBMITTAL 03/22/2023  
DRAWING SIZE 24" x 36"  
SURVEY FIRM SURVEY DATE  
JOB NO. 15391  
DRAWING NAME  
Unexpected-Annexation Map.dwg  
SHEET 2 OF 2

CLERK AND RECORDER:

**RESOLUTION 28-2023**  
**A RESOLUTION**  
**ACCEPTING THE PETITION**  
**FOR ANNEXATION AND**  
**ESTABLISHING JUNE 14**  
**2023, AS THE DATE OF**  
**PUBLIC HEARING ON THE**  
**REQUESTED ANNEXATION**  
**OF PARCELS OF**  
**UNINCORPORATED**  
**TERRITORY LOCATED IN**  
**THE COUNTY OF GILPIN**  
**(LAKE GULCH WHISKEY**  
**RESORT ANNEXATION NOS.**  
**21 AND 22)**

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

**Resolution No. 28-2023**

**TITLE:       A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING JUNE 14 2023, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF PARCELS OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NOS. 21 AND 22)**

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, have filed petitions for annexation of a certain unincorporated property to the City (the "Petitions"), which territory is more particularly described in Exhibit A, attached to each Petition;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petitions and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on April 26, 2023, reviewed the Petitions and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petitions.

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

Section 1.       The Petitions are hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2.       That a public hearing to consider the Petitions is scheduled for June 14, 2023, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexations comply with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3.       Any person living within the area proposed to be annexed, any landowner

of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 26<sup>th</sup> day of April, 2023.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa A. Greiner, CMC, City Clerk

## PETITION FOR ANNEXATION

### PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
  - a. Not less than one-sixth ( $1/6^{\text{th}}$ ) of the perimeter of the Property is contiguous with the City.
  - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
  - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
  - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
  - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
  - d. The entire width of all streets and alleys to be included within the area annexed are included;
  - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
  - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or



owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

**LANDOWNER**

Proximo Distillers, LLC, a Colorado Limited  
Liability Company

By: Peter T. Macca  
Peter T. Macca  
Its: Operations Manager/ Authorized Representative

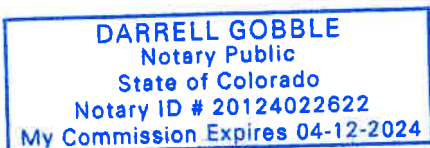
Mailing Address:  
200 S. Kalamath Street  
Denver, CO 80223

STATE OF COLORADO )  
 ) s.s.  
COUNTY OF DENVER )

Subscribed and sworn to before me this 11 day of APRIL, 2023, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 04/12/2024



[Signature]  
Notary Public

## AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR

Peter T. Macca

STATE OF Colorado )  
 ) S.S.  
COUNTY OF Denver )

Subscribed and sworn to before me this 11 day of April, 2023, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 04/12/2024

5/1

Notary Public

**DARRELL GOBBLE**  
Notary Public  
State of Colorado  
Notary ID # 20124022622  
My Commission Expires 04-12-2024

EXHIBIT A

LEGAL DESCRIPTION

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 21

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

Commencing at the East  $\frac{1}{4}$  corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W  $\frac{1}{4}$  S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 27' 01" E a distance of 1,995.48 feet to the point of intersection with line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the southerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence along said southerly edge of Lake Gulch Road the following 9 courses:

1. N 77° 56' 07" E a distance of 17.03 feet;
2. N 79° 21' 17" E a distance of 32.22 feet;
3. N 79° 51' 30" E a distance of 29.85 feet;
4. N 81° 04' 54" E a distance of 30.14 feet;
5. N 82° 42' 42" E a distance of 25.77 feet;
6. N 85° 59' 16" E a distance of 28.91 feet;
7. N 87° 30' 36" E a distance of 24.87 feet;
8. N 89° 45' 47" E a distance of 26.33 feet;
9. S 89° 47' 40" E a distance of 3.16 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

Thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 210.07 feet to the point of intersection with line 4-3 of the Alice Lode, US Mineral Survey No. 18785;

thence S 63° 23' 00" W along said line 4-3 of said Alice Lode a distance of 371.35 feet to the point of intersection with said line 4-1 of said St. Anthony Lode;

thence N 39° 30' 42" E along said line 4-1 a distance of 392.10 feet to the Point of Beginning, containing 1.06 Acres, more or less.

LEGAL DESCRIPTION  
LAKE GULCH WHISKEY RESORT ANNEXATION NO. 22

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

Commencing at the East  $\frac{1}{4}$  corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W  $\frac{1}{4}$  S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 70° 34' 33" E a distance of 1,061.98 feet to corner No. 4 of the St. Anthony Lode, US Mineral Survey No. 19174, being the Point of Beginning.

Thence N 39° 30' 42" E along line 4-1 of said St. Anthony Lode a distance of 592.33 feet to the point of intersection with line 3-2 of the Alice Lode, US Mineral Survey No. 18785;

thence S 26° 45' 28" E along said line 3-2 of said Alice Lode a distance of 140.24 feet to corner No. 2 of said Alice Lode;

thence N 63° 22' 25" E along line 2-1 of said Alice Lode a distance of 53.94 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along line 2-3 of said St. Anthony Lode a distance of 377.79 feet to the point of intersection with line 2-3 of the Margaret Lode, US Mineral Survey No. 19229;

thence N 69° 00' 32" E along said line 2-3 of said Margaret Lode a distance of 354.18 feet to the point of intersection with line 2-1 of the Calumet and Hecla Lode, US Mineral Survey No. 13048;

thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 182.19 feet to the point of intersection with line 2-1 of the Evelyn Lode, US Mineral Survey No. 15742;

thence S 74° 31' 02" W along said line 2-1 of said Evelyn Lode a distance of 651.58 feet to the point of intersection with line 2-3 of said Margaret Lode;

thence N 69° 00' 32" E along said line 2-3 of said Margaret Lode a distance of 227.05 feet to the point of intersection with line 3-4 of said St. Anthony Lode;

thence N 50° 17' 46" W along said line 3-4 of said St. Anthony Lode a distance of 32.71 feet to the Point of Beginning, containing 2.25 Acres, more or less.

PARCEL DESCRIPTION

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:  
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Thence along said southerly edge of Lake Gulch Road the following 9 courses:

- 1. N 77° 56' 07" E a distance of 17.03 feet;
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- 5. N 82° 42' 42" E a distance of 25.77 feet;
- 6. N 85° 59' 16" E a distance of 28.91 feet;
- 7. N 87° 30' 36" E a distance of 24.87 feet;
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MAYOR’S CERTIFICATE:

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY  
THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY,  
COLORADO.

CITY OF BLACK HAWK: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
DAVID D. SPELLMAN, MAYOR MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK’S CERTIFICATE:

I, \_\_\_\_\_ CITY CLERK OF THE CITY OF BLACK HAWK,  
COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE  
ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,  
COLORADO, BY ORDINANCE NO. \_\_\_\_\_ A CERTIFIED COPY OF WHICH IS HEREBY  
FILED, WHICH ORDINANCE BECAME EFFECTIVE ON \_\_\_\_\_, 2023 A.D.

MELISSA A. GREINER, CMC, CITY CLERK

NOTES

TOTAL PERIMETER, THIS PLAT = 1191.81’  
1/6 TOTAL PERIMETER = 198.64’  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 1191.81’  
DENOTES BOUNDARY OF LAND ANNEXED \_\_\_\_\_

DENOTES CONTIGUOUS CITY BOUNDARY ////

P.O.C. = POINT OF COMMENCEMENT

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- 1. NOTICE:  
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
- 2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR’S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

DOUGLAS L. HOWELL PLS 20140

CLERK AND RECORDER’S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER  
OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_

GILPIN COUNTY CLERK AND RECORDER \_\_\_\_\_ DEPUTY CLERK \_\_\_\_\_



NOTICE

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LAKE GULCH WHISKEY RESORT  
ANNEXATION PLAT No. 21  
CITY OF BLACK HAWK

DATE	REVISIONS								

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 4/06/2023	DRAWN BY: dlh
FILE NAME: annex plat18 2021	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2



## EXHIBIT B

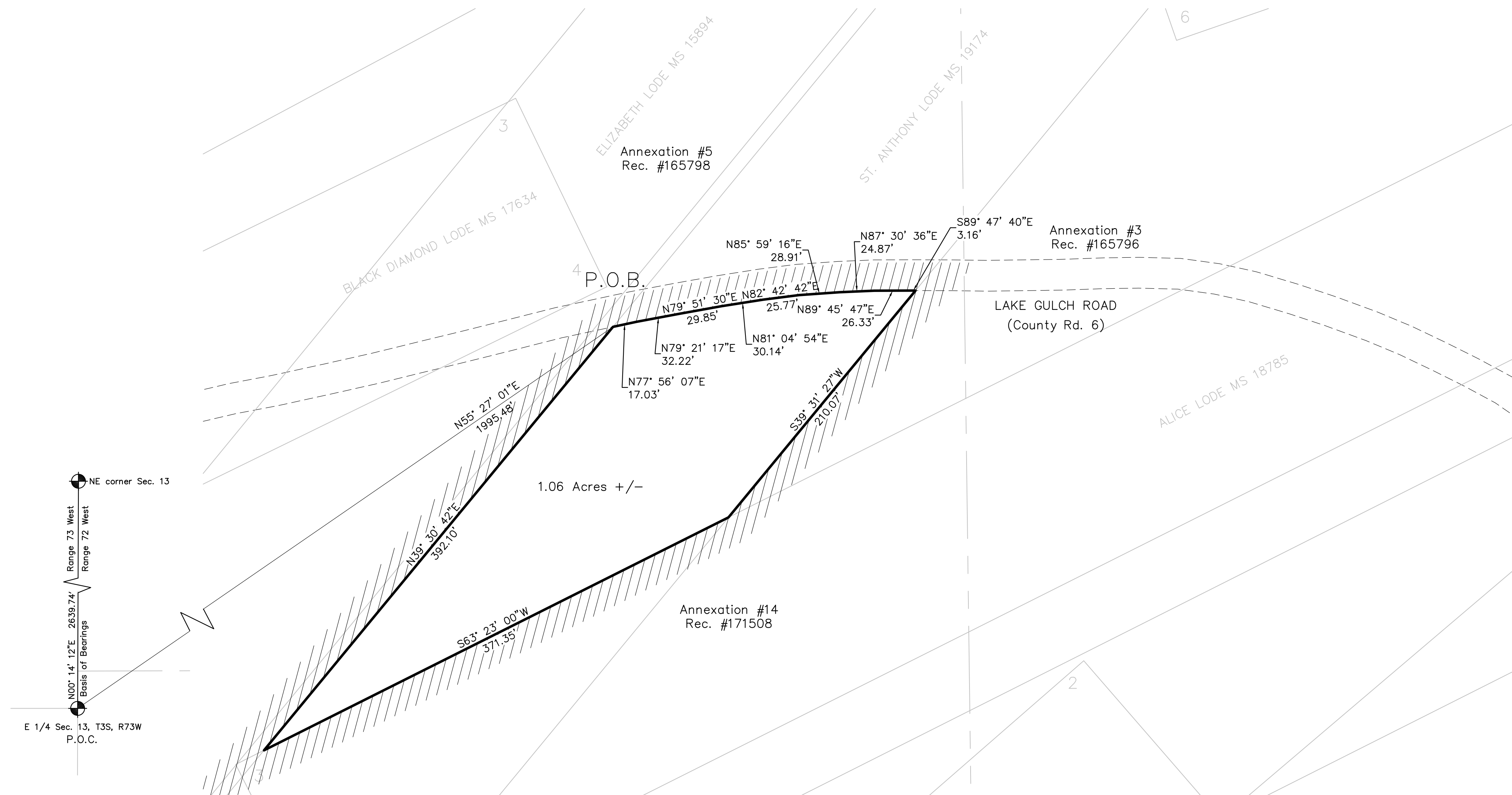
**LAKE GULCH WHISKEY RESORT  
ANNEXATION NO. 21 TO THE CITY OF BLACK HAWK**

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
COUNTY OF GILPIN, STATE OF COLORADO  
SHEET 2 OF 2

His Consultants, Inc.

Lakewood, Colorado  
720-273-9940

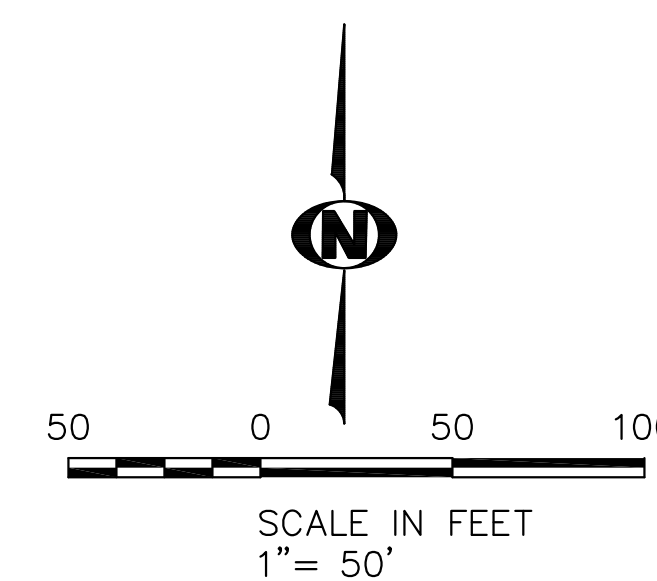
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DENOTES CONTIGUOUS CITY BOUNDARY 



LEGEND:

-  found monument as described  
 — — — — — Section or other Aliquot line  
 — . . . — . . . — City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140  
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

[illegible]

EXHIBIT B

LAKE GULCH WHISKEY RESORT  
ANNEXATION NO. 22 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
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SHEET 1 OF 2

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COLORADO.

CITY OF BLACK HAWK:

ATTEST:

DAVID D. SPELLMAN, MAYOR

MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK’S CERTIFICATE:

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FILED, WHICH ORDINANCE BECAME EFFECTIVE ON \_\_\_\_\_, 2023 A.D.

MELISSA A. GREINER, CMC, CITY CLERK

NOTES

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PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 613.24’  
DENOTES BOUNDARY OF LAND ANNEXED \_\_\_\_\_

DENOTES CONTIGUOUS CITY BOUNDARY ////

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DOUGLAS L. HOWELL

PLS 20140

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ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER  
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20\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_

GILPIN COUNTY CLERK AND RECORDER

DEPUTY CLERK



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His Consultants, Inc.

Lakewood, Colorado  
720-273-9940

LAKE GULCH WHISKEY RESORT  
ANNEXATION PLAT No. 22  
CITY OF BLACK HAWK

DATE	REVISIONS								

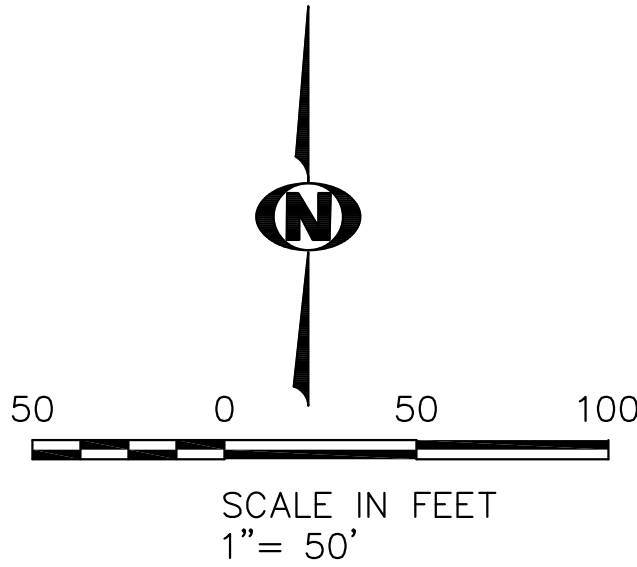
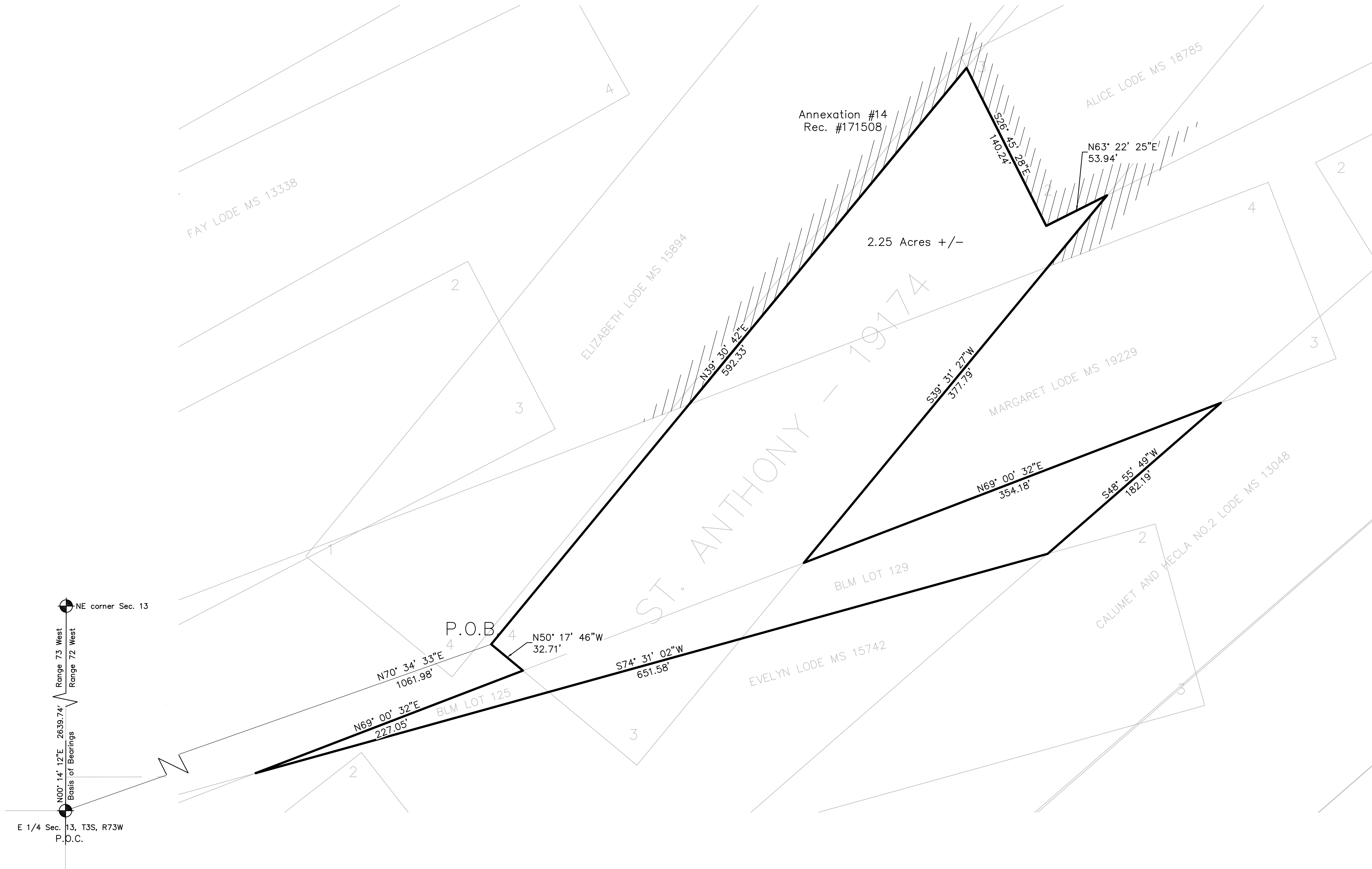
DESIGNED BY: dlh	CHECKED BY: dea
DATE: 4/06/2023	DRAWN BY: dlh
FILE NAME: annex plat22 2023	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2



EXHIBIT B

LAKE GULCH WHISKEY RESORT  
ANNEXATION NO. 22 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
COUNTY OF GILPIN, STATE OF COLORADO  
SHEET 2 OF 2



- LEGEND:
- found monument as described
  - Section or other Aliquot line
  - City of Black Hawk Patented Boundary



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DENOTES BOUNDARY OF LAND ANNEXED   
DENOTES CONTIGUOUS CITY BOUNDARY

DOUGLAS L. HOWELL, PLS.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140  
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

LAKE GULCH WHISKEY RESORT  
ANNEXATION PLAT No. 22  
CITY OF BLACK HAWK

His Consultants, Inc.  
Lakewood, Colorado  
720-273-9940

REVISIONS	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 4/06/23	DRAWN BY: dlh
FILE NAME: annex plat22 2023	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** To consider Resolutions accepting the petitions for annexation and establishing June 14, 2023 as the date of public hearing on the requested annexations of parcels of unincorporated territory located in the County of Gilpin (Lake Gulch Whiskey Resort Annexations 19, 20, 21, and 22). (Case No: P-23-04)

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

**MOTION TO APPROVE:**

1. **Resolution No. 26** Accepting the Petition for Annexation and Establishing June 14 2023, As The Date Of Public Hearing On The Requested Annexation Of Parcels Of Unincorporated Territory Located In The County Of Gilpin (Lake Gulch Whiskey Resort Annexation No. 19)
2. **Resolution No. 27** Accepting the Petition for Annexation and Establishing June 14 2023, As The Date Of Public Hearing On The Requested Annexation Of Parcels Of Unincorporated Territory Located In The County Of Gilpin (Lake Gulch Whiskey Resort Annexation No. 20)
3. **Resolution No. 28** Accepting the Petition for Annexation and Establishing June 14 2023, As The Date Of Public Hearing On The Requested Annexation Of Parcels Of Unincorporated Territory Located In The County Of Gilpin (Lake Gulch Whiskey Resort Annexation Nos. 21 And 22)

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The City of Black Hawk has received petitions for annexation of property in unincorporated Gilpin County. The petitions are from the City of Black Hawk and Proximo Distillers, LLC, landowners, and cover approximately 7.88 acres (total) of land north of Central City Parkway and intersecting Lake Gulch Road. **Lake Gulch Whiskey Resort Annexation No. 19** includes all or portions of Dale MS 13338, Annex MS 7799, and the portion of Government Lot 123 south of Lake Gulch Road. **Lake Gulch Whiskey Resort Annexation No. 20** includes a portion of Unexpected MS 327, Government Lot 118, and Government Lot 119.

Additionally, the City of Black Hawk has received petitions for annexation of property in unincorporated Gilpin County. The petitions are from Proximo Distillers, LLC, landowner, and cover approximately 3.31 acres (total) of land north of Central City Parkway and intersecting Lake Gulch Road. **Lake Gulch Whiskey Resort Annexation No. 21** includes portions of St. Anthony MS 19174. **Lake Gulch Whiskey Resort Annexation No. 22** includes portions of St. Anthony MS 19174, Government Lot 125, and Government Lot 129.

The petitions appear to be in substantial compliance with the requirements of state statutes and applicable intergovernmental agreements and the public hearing concerning the annexations can be set. The public hearing date is proposed to be June 14, 2023.

**AGENDA DATE:**

April 26, 2023

**WORKSHOP DATE:**

N/A

**FUNDING SOURCE:**

N/A

**DEPARTMENT DIRECTOR APPROVAL:**

☒ Yes    ☐ No

**STAFF PERSON RESPONSIBLE:**

Cynthia L. Linker  
CP&D Director

**DOCUMENTS ATTACHED:**

1. Resolution 26-2023 – Annexations No. 19
2. Resolution 27-2023 - Annexations No. 20
3. Resolution 28-2023 - Annexations No. 21, and 22
4. Annexation Petitions for LGWR Annexations No. 19, 20, 21, and 22

**RECORD:**

☐ Yes    ☒ No

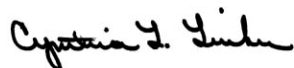
**CoBH CERTIFICATE OF INSURANCE REQUIRED**

☐ Yes    ☒ No

**CITY ATTORNEY REVIEW:**

☒ Yes    ☐ N/A

**SUBMITTED BY:**



---

Cynthia L. Linker, CP&D Director

**REVIEWED BY:**



---

Stephen N. Cole, City Manager



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Vincent Harris, AICP, Baseline Corporation

# **RESOLUTION 29-2023**

**A RESOLUTION PROVIDING  
NOTICE OF THE CITY'S INTENT  
TO ANNEX CERTAIN PROPERTY  
AS ENCLAVE ANNEXATIONS  
PURSUANT TO C.R.S. § 31-12-  
106(1), WITH SUCH ENCLAVE  
ANNEXATIONS TO BE  
CONSIDERED AT THE JUNE 14,  
2023 CITY COUNCIL MEETING  
FOR UNINCORPORATED  
TERRITORY LOCATED IN THE  
COUNTY OF GILPIN IDENTIFIED  
AS THE QUARTZ VALLEY /  
MARYLAND MOUNTAIN - 2023  
ANNEXATIONS NUMBERS 1, 2  
AND 3**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

**Resolution No. 29-2023**

**TITLE: A RESOLUTION PROVIDING NOTICE OF THE CITY'S INTENT TO ANNEX CERTAIN PROPERTY AS ENCLAVE ANNEXATIONS PURSUANT TO C.R.S. § 31-12-106(1), WITH SUCH ENCLAVE ANNEXATIONS TO BE CONSIDERED AT THE JUNE 14, 2023 CITY COUNCIL MEETING FOR UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN IDENTIFIED AS THE QUARTZ VALLEY / MARYLAND MOUNTAIN - 2023 ANNEXATIONS NUMBERS 1, 2 AND 3**

WHEREAS, the City has identified certain parcels of property that qualify pursuant to C.R.S. § 31-12-106 as enclaves because such parcels of property have been completely surrounded by property incorporated within the municipal boundaries of the City of Black Hawk for more than three years, as more particularly described in **Exhibit A** [Quartz Valley / Maryland Mountain - 2023 Annexation Number 1], **Exhibit B** [Quartz Valley / Maryland Mountain - 2023 Annexation Number 2], and **Exhibit C** [Quartz Valley / Maryland Mountain - 2023 Annexation Number 3] (collectively, the "Enclave Annexations"), attached hereto and incorporated herein by this reference;

WHEREAS, C.R.S. § 31-12-106(1) requires that the City provide notice of such proposed enclave annexations as provided by C.R.S. § 31-12-108(2), but such notice shall only be provided of the consideration of an ordinance(s) annexing such properties, with the first publication of notice provided no less than thirty (30) days prior to consideration of such enclave annexation ordinances(s); and

WHEREAS the City Council, at its regular meeting on April 26, 2023, directed that such notice be provided of the City's consideration of the Enclave Annexations.

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

Section 1. The City Council hereby directs the City Clerk to publish notice in accordance with C.R.S. § 31-12-106(1) and C.R.S. § 31-12-108(2) that the City will consider ordinances to annex the Enclave Annexations as more particularly described in **Exhibit A** [Quartz Valley / Maryland Mountain - 2023 Annexation Number 1], **Exhibit B** [Quartz Valley / Maryland Mountain - 2023 Annexation Number 2], and **Exhibit C** [Quartz Valley / Maryland Mountain - 2023 Annexation Number 3]. The City's consideration of such ordinances shall occur on June 14, 2023, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexations comply with C.R.S. § 31-12-106, and under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

RESOLVED AND PASSED this 26<sup>th</sup> day of April, 2023.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

## **EXHIBIT A**

[Quartz Valley / Maryland Mountain - 2023 Annexation Number 1]



M:\co-BLACK HAWK ON CALL PROJECTS\co-S-21-06 Maryland Mountain Annexation\Drawings\QUARTZ VALLEY-MARYLAND MOUNTAIN 2023 ANNEXATION NO. 1.dwg, 4/10/2023 7:24:57 AM, Doug Lancaster

QUARTZ VALLEY / MARYLAND MOUNTAIN - 2023 ANNEXATION NO. 1  
GOVERNMENT LOTS 14 AND 15 LOCATED IN THE NORTH HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE  
SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

QUARTZ VALLEY / MARYLAND MOUNTAIN -- 2023 ANNEXATION NO. 1, LOCATED WITHIN THE NORTH HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING LINE 1-2 OF THE MOUNTAIN CLUB MS 14918 TO BEAR NORTH 66°50'45" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

GOVERNMENT LOTS NO. 14 AND NO. 15 -- **PARCEL 1**  
**BEGINNING** AT A POINT ON LINE 1-2 OF THE MOUNTAIN CLUB MS 14918 AND THE NORTH LINE OF SAID SECTION 12;

THENCE SOUTH 89°59'53" EAST ON THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 86.90 FEET TO A POINT ON LINE 3-4 OF THE SANS SOUCI MS 793;

THENCE SOUTH 57°24'25" WEST ON LINE 3-4 OF SAID SANS SOUCI MS 793, A DISTANCE OF 65.88 FEET TO CORNER 3 OF SAID SANS SOUCI MS 793;

THENCE SOUTH 32°35'35" EAST ON LINE 2-3 OF SAID SANS SOUCI MS 793, A DISTANCE OF 150.00 FEET TO CORNER 2 OF SAID SANS SOUCI MS 793;

THENCE NORTH 57°24'25" EAST ON LINE 1-2 OF SAID SANS SOUCI MS 793, A DISTANCE OF 215.65 FEET TO A POINT ON LINE 36-37 OF THE BONANZA TUNNEL NO. 9 MS 7417;

THENCE SOUTH 06°06'35" EAST ON LINE 36-37 OF SAID BONANZA TUNNEL NO. 9 MS 7417, LINE 32-33 OF BONANZA TUNNEL NO. 8 MS 7417 AND LINE 28-29 OF BONANZA TUNNEL NO. 7 MS 7417, A DISTANCE OF 289.74 FEET TO A POINT ON LINE 3-4 OF THE ALONZO FURNALD MS 440A AND TO **POINT "A"**;

THENCE NORTH 26°44'32" WEST ON LINE 3-4 OF SAID ALONZO FURNALD MS 440A, A DISTANCE OF 147.70 FEET TO CORNER 3 OF SAID ALONZO FURNALD MS 440A;

THENCE SOUTH 63°15'28" WEST ON LINE 2-3 OF SAID ALONZO FURNALD MS 440A, A DISTANCE OF 187.68 FEET TO THE EXTENDED LINE 1-6 OF THE SECURITY MS 5863;

THENCE NORTH 26°35'00" WEST ON THE EXTENDED LINE AND ON LINE 1-6 OF SAID SECURITY MS 5863, A DISTANCE OF 82.56 FEET;

THENCE SOUTH 66°05'18" WEST A DISTANCE OF 55.37 FEET TO A POINT ON LINE 3-4 OF THE ALLIE MS 795;

THENCE NORTH 24°35'16" WEST ON LINE 3-4 OF SAID ALLIE MS 795, A DISTANCE OF 136.36 FEET TO CORNER 3 OF SAID ALLIE MS 795;

THENCE SOUTH 66°03'52" WEST ON LINE 2-3 OF SAID ALLIE MS 795, A DISTANCE OF 543.28 FEET TO A POINT ON LINE 1-6 OF THE CASTLE ROCK MS 9169;

THENCE NORTH 06°14'00" WEST ON LINE 1-6 OF SAID CASTLE ROCK MS 9169, A DISTANCE OF 74.74 FEET TO CORNER 6 OF SAID CASTLE ROCK MS 9169;

THENCE SOUTH 75°43'00" WEST ON LINE 5-6 OF SAID CASTLE ROCK MS 9169, A DISTANCE OF 308.75 FEET TO A POINT ON LINE 2-3 OF THE MOUNTAIN CLUB MS 14918;

THENCE NORTH 71°21'00" EAST ON LINE 2-3 OF SAID MOUNTAIN CLUB MS 14918, A DISTANCE OF 391.83 FEET TO CORNER 2 OF SAID MOUNTAIN CLUB MS 14918;

THENCE NORTH 66°50'45" EAST ON LINE 1-2 OF SAID MOUNTAIN CLUB MS 14918, A DISTANCE OF 528.88 FEET TO THE **POINT OF BEGINNING**, CONTAINING 106,881 SQUARE FEET OR 2.45 ACRES MORE OR LESS.

TOGETHER WITH,  
**PARCEL 2**  
**COMMENCING** AT SAID **POINT "A"**, THENCE SOUTH 06°06'35" EAST ON LINE 28-29 OF SAID BONANZA TUNNEL NO. 7 MS 7417, A DISTANCE OF 2.45 FEET TO LINE 1-4 OF THE ALONZO FURNALD MS 440A AND THE POINT OF BEGINNING;

THENCE SOUTH 06°06'35" EAST ON LINE 28-29 OF SAID BONANZA TUNNEL NO. 7 MS 7417, A DISTANCE OF 64.28 FEET TO LINE 5-6 OF THE GREENSIDE MS 6313;

THENCE SOUTH 77°00'00" WEST ON LINE 5-6 OF SAID GREENSIDE MS 6313, A DISTANCE OF 253.24 FEET TO A POINT ON LINE 1-4 OF THE ALONZO FURNALD MS 440A;

THENCE NORTH 63°15'28" EAST ON LINE 1-4 OF SAID ALONZO FURNALD MS 440A, A DISTANCE OF 268.64 FEET TO THE **POINT OF BEGINNING**, CONTAINING 8,081 SQUARE FEET OR 0.19 ACRES MORE OR LESS.

GENERAL NOTES:

1. DEFINITION: CERTIFY, CERTIFICATION -- A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS, IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
2. THIS MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED ANNEXATION DESCRIPTION.
3. THIS ANNEXATION MAP WAS PREPARED BY AARON ALVIN DEMO, PLS 38285, FOR AND ON BEHALF OF BASELINE CORPORATION, 4007 S. LINCOLN AVE. SUITE# 405, LOVELAND, CO. 80537.
4. DISTANCES ON THIS MAP ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
5. THIS ANNEXATION DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE ENGINEERING CORP. TO DETERMINE OWNERSHIP OF THESE LOTS, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.
6. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

CONTIGUITY STATEMENT:

**PARCEL 1**  
TOTAL PERIMETER OF ANNEXED PARCEL 3,265.32'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 544.22'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 3,265.32'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY / / /

**PARCEL 2**  
TOTAL PERIMETER OF ANNEXED PARCEL 586.16'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 97.69'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 586.16'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY / / /

MAYOR'S CERTIFICATE:

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO.

CITY OF BLACK HAWK: ATTEST:

DAVID D. SPELLMAN, MAYOR MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK'S CERTIFICATE:

I, \_\_\_\_\_ CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. \_\_\_\_\_ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON \_\_\_\_\_, 2023 A.D.

MELISSA A. GREINER, CMC, CITY CLERK

SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE LANDS AS SHOWN AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT CITY OF BLACK HAWK BOUNDARY, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
FOR AND ON BEHALF OF BASELINE CORPORATION

CLERK AND RECORDER:

BASELINE

Engineering • Planning • Surveying

4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537  
P. 970.553.7800 • F. 866.679.4664 • www.baselinecorp.com

DESIGNED BY

DRAWN BY

CHECKED BY

DATE

PREPARED BY

REVISION

DESCRIPTION

CITY OF BLACK HAWK

COUNTY OF GILPIN

QUARTZ VALLEY/MARYLAND MOUNTAIN

2023 ANNEXATION NO. 1

FOR AND ON BEHALF OF  
BASELINE CORPORATION

INITIAL SUBMITTAL

DRAWING SIZE 24" X 36"

SURVEY FIRM SURVEY DATE  
SURVEY FIRM 02/21/2023

JOB NO. COS-21-06

DRAWING NAME  
ANNEX-2023-2

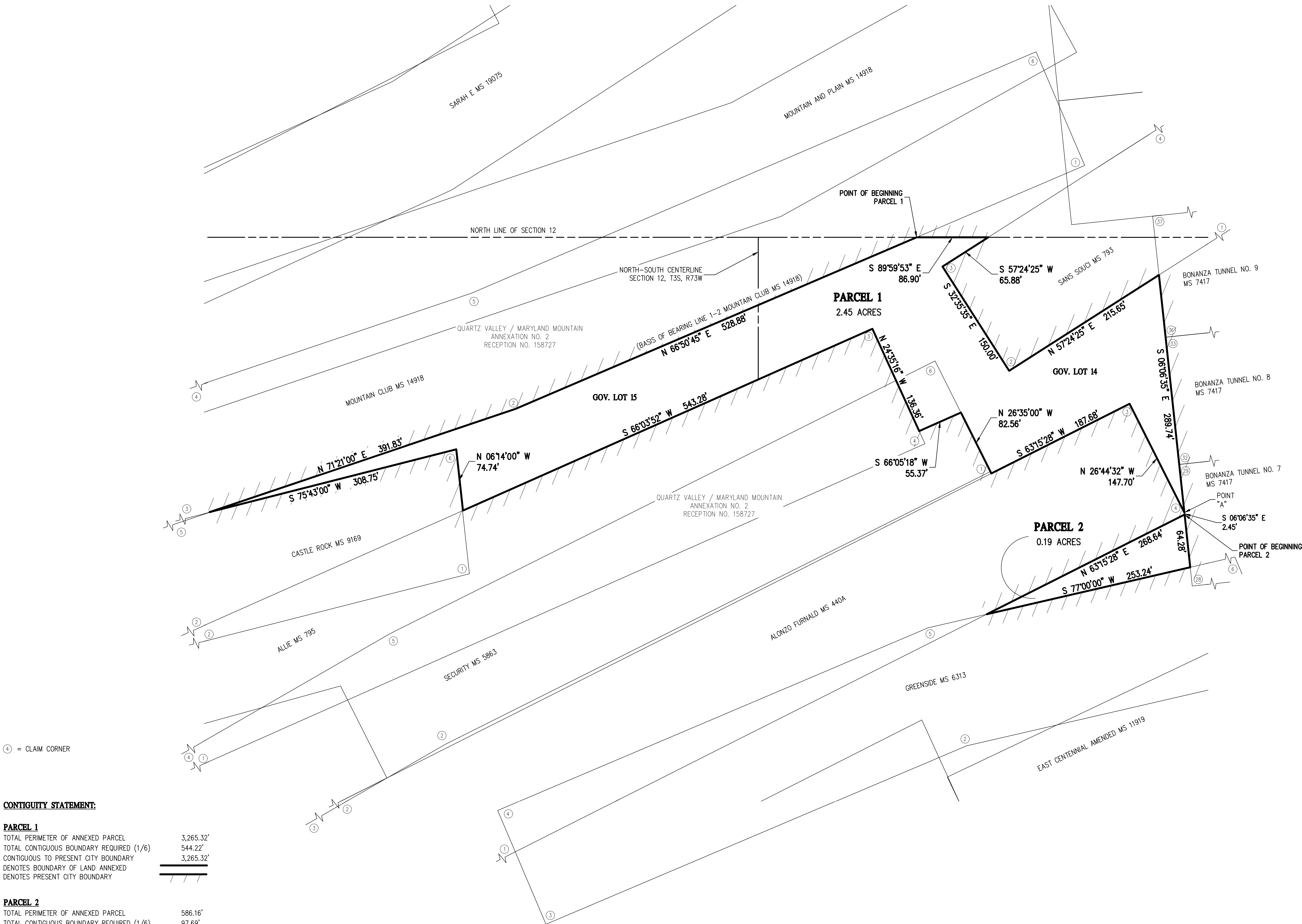
SHEET 1 OF 2

BLACK HAWK

PREPARED UNDER THE DIRECT  
SUPERVISION OF

M:\co-BLACK HAWK ON CALL PROJECTS\co-S-21-06 Maryland Mountain Annexation\Drawings\QUARTZ VALLEY-MARYLAND MOUNTAIN 2023 ANNEXATION NO. 1.dwg, 4/10/2023 7:25:32 AM, Doug Lancaster

QUARTZ VALLEY / MARYLAND MOUNTAIN - 2023 ANNEXATION NO. 1  
GOVERNMENT LOTS 14 AND 15 LOCATED IN THE NORTH HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE  
SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO



AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
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DESIGNED BY	DKL
DRAWN BY	DKL
CHECKED BY	AAD

DATE	
PREPARED BY	

REVISION	DESCRIPTION

**CITY OF BLACK HAWK**  
COUNTY OF GILPIN  
QUARTZ VALLEY/MARYLAND MOUNTAIN  
BLACK HAWK  
2023 ANNEXATION NO. 1

FOR AND ON BEHALF OF  
BASELINE CORPORATION

INITIAL SUBMITTAL	
DRAWING SIZE	24" X 36"
SURVEY FIRM	SURVEY DATE
SURVEY FIRM	02/21/2023
JOB NO.	COS-21-06
DRAWING NAME	ANNEX-2023-2
SHEET	2 OF 2

## **EXHIBIT B**

[Quartz Valley / Maryland Mountain - 2023 Annexation Number 2]



M:\co-BLACK HAWK ON CALL PROJECTS\co-S-21-06 Maryland Mountain Annexation\Drawings\QUARTZ VALLEY-MARYLAND MOUNTAIN 2023 ANNEXATION NO. 2.dwg, 4/10/2023 7:36:17 AM, Doug Lancaster

QUARTZ VALLEY / MARYLAND MOUNTAIN - 2023 ANNEXATION NO. 2  
GOVERNMENT LOTS 12, 13 AND 16 LOCATED IN THE NORTH HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE  
SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

QUARTZ VALLEY / MARYLAND MOUNTAIN - 2023 ANNEXATION NO. 2, LOCATED WITHIN THE NORTH HALF QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING LINE 2-3 OF THE GREENSIDE MS 6313 TO BEAR SOUTH 67°00'00" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

GOVERNMENT LOT NO. 12

BEGINNING AT A POINT ON LINE 1-2 OF THE DEWEY MS 12581 AND ON LINE 1-4 OF THE EAST CENTENNIAL AMENDED MS 11919;

THENCE SOUTH 69°01'21" WEST ON LINE 1-2 OF SAID DEWEY MS 12581, A DISTANCE OF 1.58 FEET TO A POINT OF INTERSECTION WITH THE FIRST CENTENNIAL MS 476;

THENCE NORTH 63°08'54" EAST ON LINE 1-2 OF SAID FIRST CENTENNIAL MS 476, A DISTANCE OF 1.03 FEET TO CORNER 1 OF SAID FIRST CENTENNIAL MS 476;

THENCE NORTH 24°32'06" WEST ON LINE 1-6 OF SAID FIRST CENTENNIAL MS 476, A DISTANCE OF 35.74 FEET TO A POINT OF INTERSECTION WITH LINE 1-4 OF SAID EAST CENTENNIAL AMENDED MS 11919;

THENCE SOUTH 25°24'51" EAST ON LINE 1-4 OF SAID EAST CENTENNIAL AMENDED MS 11919, A DISTANCE OF 35.88 FEET TO THE POINT OF BEGINNING, CONTAINING 10 SQUARE FEET MORE OR LESS.

TOGETHER WITH

GOVERNMENT LOT NO. 13

BEGINNING AT A POINT ON LINE 2-3 OF SAID GREENSIDE MS 6313 AND LINE 1-6 OF SAID FIRST CENTENNIAL MS 476;

THENCE NORTH 67°00'00" EAST ON LINE 2-3 OF SAID GREENSIDE MS 6313, A DISTANCE OF 36.27 FEET TO CORNER 2 OF SAID GREENSIDE MS 6313;

THENCE NORTH 77°00'00" EAST ON LINE 1-2 OF SAID GREENSIDE MS 6313, A DISTANCE OF 112.41 FEET TO A POINT OF INTERSECTION WITH LINE 1-2 OF THE EAST CENTENNIAL AMENDED MS 11919;

THENCE SOUTH 64°35'09" WEST ON LINE 1-2 OF SAID EAST CENTENNIAL AMENDED MS 11919, A DISTANCE OF 146.42 FEET TO A POINT ON LINE 1-6 OF THE FIRST CENTENNIAL MS 476;

THENCE NORTH 24°32'06" WEST ON LINE 1-6 OF SAID FIRST CENTENNIAL MS 476, A DISTANCE OF 25.70 FEET TO THE POINT OF BEGINNING, CONTAINING 2,235 SQUARE FEET OR 0.051 ACRES MORE OR LESS.

TOGETHER WITH

GOVERNMENT LOT NO. 16

BEGINNING AT THE INTERSECTION OF LINE 1-6 OF THE BLACK QUARTZ MS 438 AND LINE 3-4 OF THE GREENSIDE MS 6313;

THENCE NORTH 29°52'25" WEST ON LINE 1-6 OF SAID BLACK QUARTZ MS 438, A DISTANCE OF 42.47 FEET TO A POINT OF INTERSECTION WITH LINE 1-4 OF THE ALONZO FURNALD MS 440A;

THENCE NORTH 63°15'28" EAST ON LINE 1-4 OF SAID ALONZO FURNALD MS 440A, A DISTANCE OF 5.09 FEET TO A POINT OF INTERSECTION WITH LINE 3-4 OF SAID GREENSIDE MS 6313;

THENCE SOUTH 23°00'00" EAST ON LINE 3-4 OF SAID GREENSIDE MS 6313, A DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING, CONTAINING 108 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

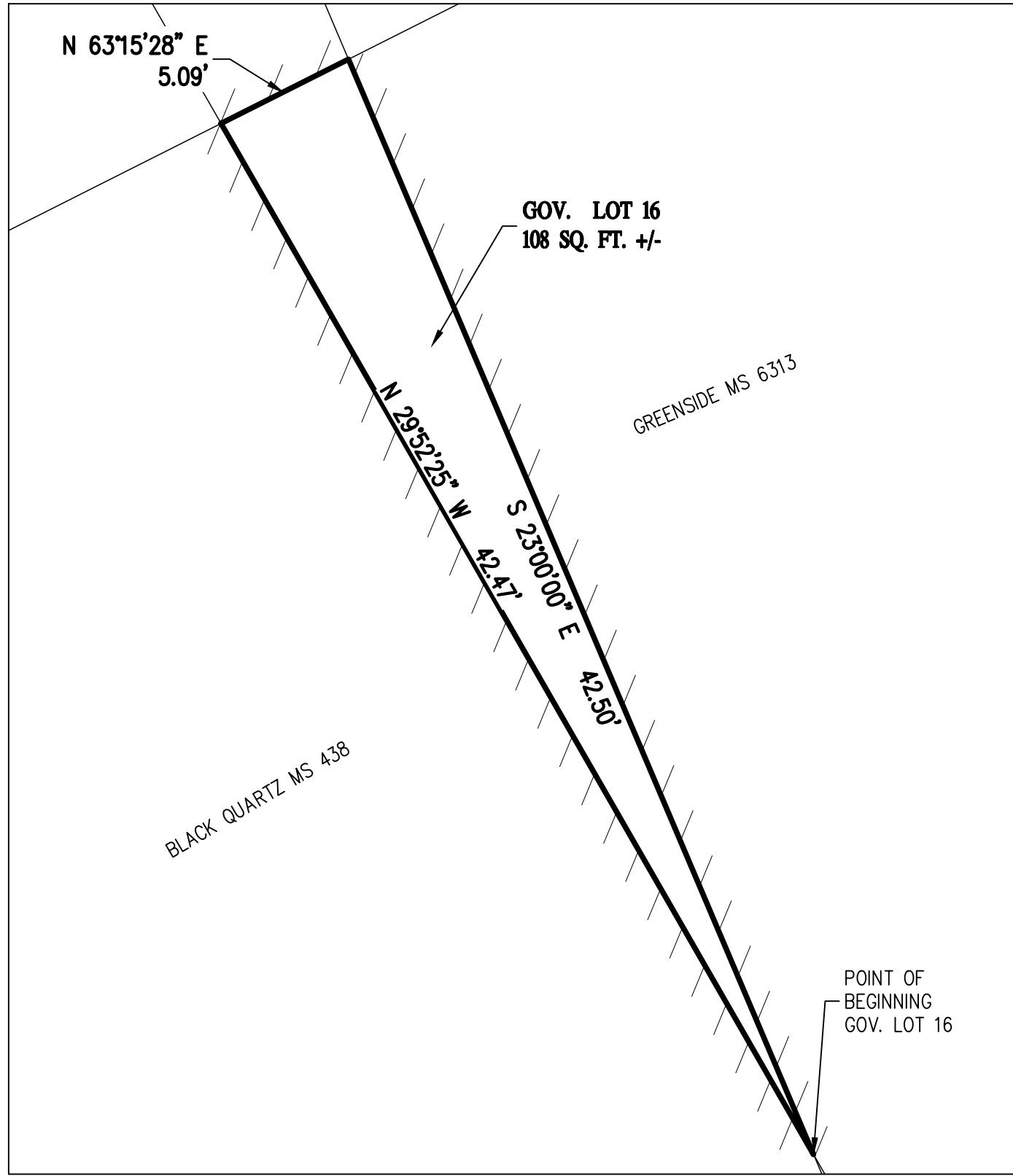
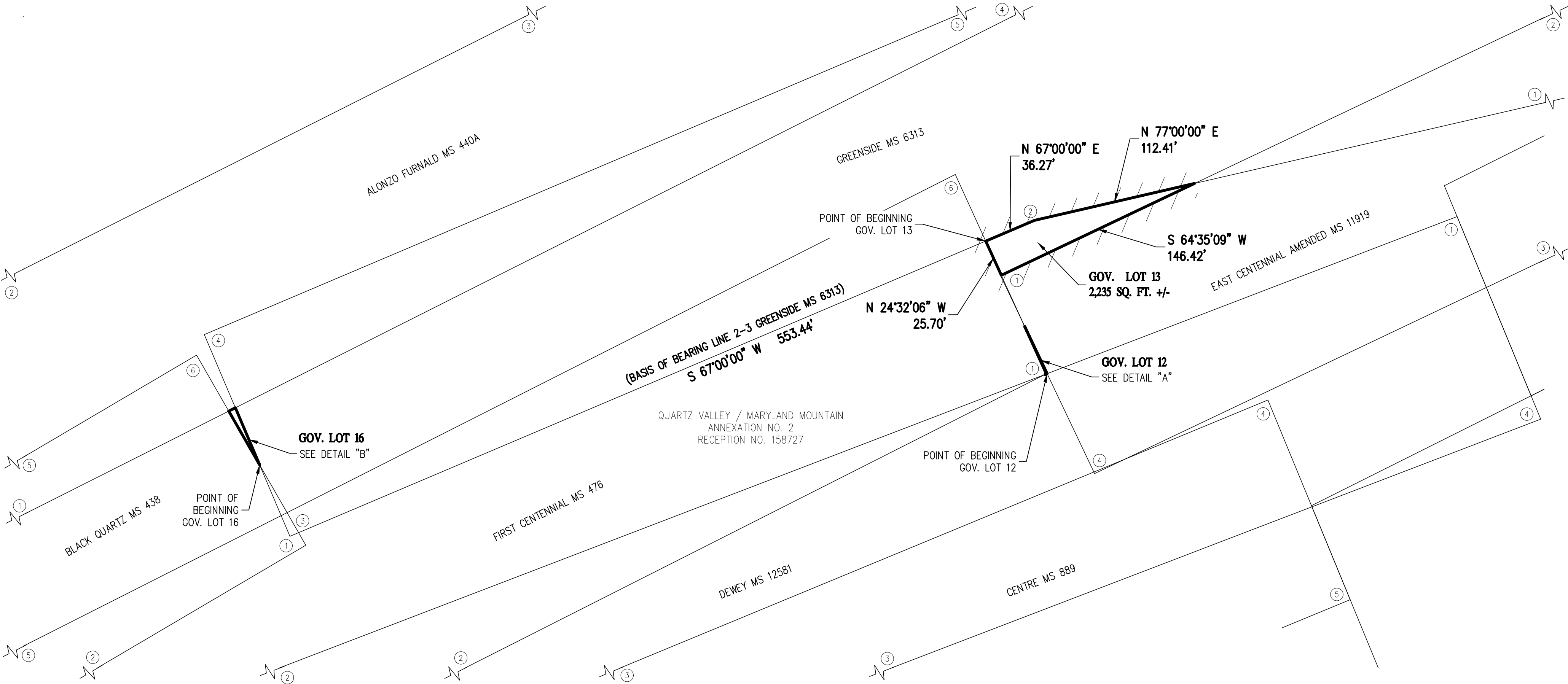
- DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
- THIS MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED ANNEXATION DESCRIPTION.
- THIS ANNEXATION MAP WAS PREPARED BY AARON ALVIN DEMO, PLS 38285, FOR AND ON BEHALF OF BASELINE CORPORATION, 4007 S. LINCOLN AVE. SUITE# 405, LOVELAND, CO. 80537.
- DISTANCES ON THIS MAP ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THIS ANNEXATION DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE ENGINEERING CORP. TO DETERMINE OWNERSHIP OF THESE LOTS, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

④ = CLAIM CORNER

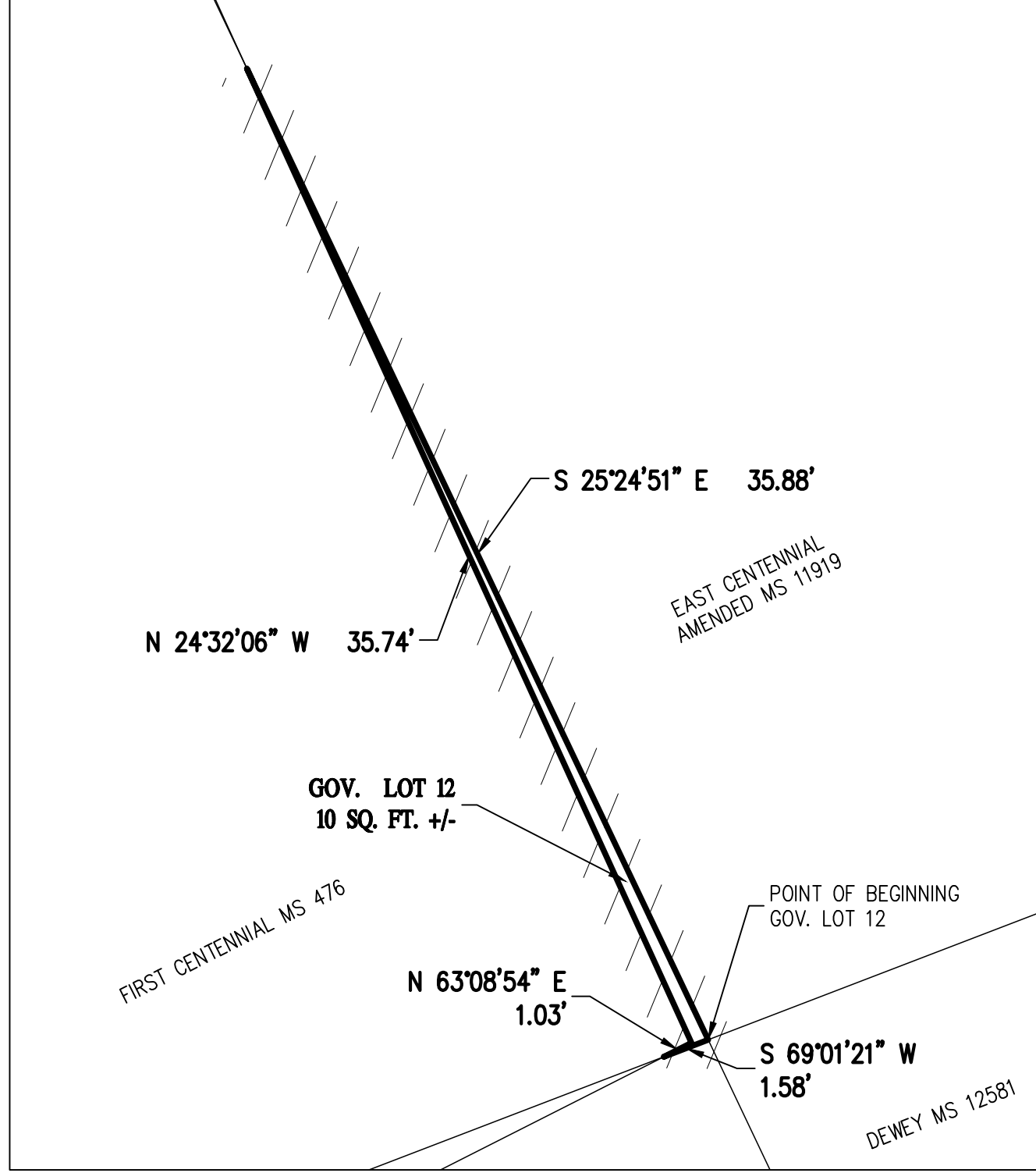
SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE LANDS AS SHOWN AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT CITY OF BLACK HAWK BOUNDARY, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
FOR AND ON BEHALF OF BASELINE CORPORATION



DETAIL B  
SCALE: 1" = 5'



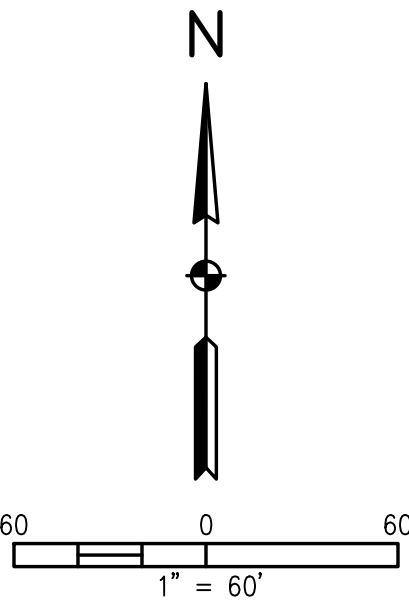
DETAIL A  
SCALE: 1" = 5'

GOVERNMENT LOT NO. 12  
TOTAL PERIMETER OF ANNEXED PARCEL 74.23'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 12.37'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 74.23'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY

GOVERNMENT LOT NO. 13  
TOTAL PERIMETER OF ANNEXED PARCEL 320.80'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 53.47'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 320.80'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY

GOVERNMENT LOT NO. 16  
TOTAL PERIMETER OF ANNEXED PARCEL 90.06'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 15.01'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 90.06'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY

CLERK AND RECORDER:



MAYOR'S CERTIFICATE:

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO.

CITY OF BLACK HAWK:

ATTEST:

DAVID D. SPELLMAN, MAYOR

MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK'S CERTIFICATE:

I, \_\_\_\_\_ CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. \_\_\_\_\_, A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON \_\_\_\_\_, 2023 A.D.

MELISSA A. GREINER, CMC, CITY CLERK

**BASELINE**  
Engineering • Planning • Surveying

4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537  
P. 970.553.7800 • F. 866.679.6864 • www.baselinecorp.com

DESIGNED BY  
DRAWN BY  
DAM  
CHECKED BY  
AAD

DATE

PREPARED BY

REVISION DESCRIPTION

CITY OF BLACK HAWK

COUNTY OF GILPIN

QUARTZ VALLEY/MARYLAND MOUNTAIN

2023 ANNEXATION NO. 2

BLACK HAWK

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL

DRAWING SIZE 24" X 36"

SURVEY FIRM SURVEY FIRM

SURVEY DATE 02/21/2023

JOB NO. COS-21-06

DRAWING NAME ANNEX-2023-3

SHEET 1 OF 1

## **EXHIBIT C**

[Quartz Valley / Maryland Mountain - 2023 Annexation Number 3]



M:\co-BLACK HAWK ON CALL PROJECTS\co-S-21-06 Maryland Mountain Annexation\Drawings\QUARTZ VALLEY-MARYLAND MOUNTAIN 2023 ANNEXATION NO. 3.dwg, 4/10/2023 7:56:32 AM, Doug Lancaster

QUARTZ VALLEY / MARYLAND MOUNTAIN - 2023 ANNEXATION NO. 3  
GOVERNMENT LOT 22, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE  
SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

QUARTZ VALLEY / MARYLAND MOUNTAIN - 2023 ANNEXATION NO. 3, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING LINE 2-3 OF THE LULU BOWEN MS 1013 TO BEAR NORTH 85°00'00" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

GOVERNMENT LOT NO. 22

BEGINNING AT THE INTERSECTION OF LINE 2-3 OF SAID LULU BOWEN MS 1013 AND LINE 5-6 OF THE GULNARE MS 641;

THENCE NORTH 85°00'00" EAST ON LINE 2-3 OF SAID LULU BOWEN MS 1013, A DISTANCE OF 513.70 FEET TO THE INTERSECTION OF LINE 4-5 OF THE CASTLE ROCK MS 9169;

THENCE SOUTH 72°53'00" WEST ON LINE 4-5 OF SAID CASTLE ROCK MS 9169, A DISTANCE OF 101.95 FEET TO CORNER 4 OF SAID CASTLE ROCK MS 9169;

THENCE SOUTH 06°14'00" EAST ON LINE 3-4 OF SAID CASTLE ROCK MS 9169, A DISTANCE OF 24.50 FEET TO CORNER 6 OF SAID GULNARE MS 641;

THENCE NORTH 88°41'00" WEST ON LINE 5-6 OF SAID GULNARE MS 641, A DISTANCE OF 417.08 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES MORE OR LESS.

GENERAL NOTES:

1. DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
2. THIS MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED ANNEXATION DESCRIPTION.
3. THIS ANNEXATION MAP WAS PREPARED BY AARON ALVIN DEMO, PLS 38285, FOR AND ON BEHALF OF BASELINE CORPORATION, 4007 S. LINCOLN AVE. SUITE# 405, LOVELAND, CO. 80537.
4. DISTANCES ON THIS MAP ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
5. THIS ANNEXATION DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE ENGINEERING CORP. TO DETERMINE OWNERSHIP OF THESE LOTS, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.
6. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

④ = CLAIM CORNER

MAYOR'S CERTIFICATE:

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO.

CITY OF BLACK HAWK:

ATTEST:

DAVID D. SPELLMAN, MAYOR

MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK'S CERTIFICATE:

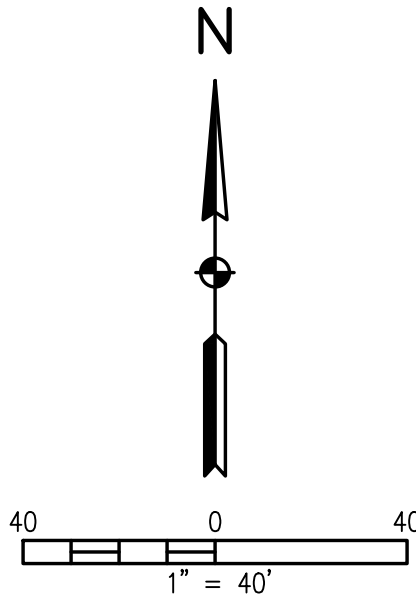
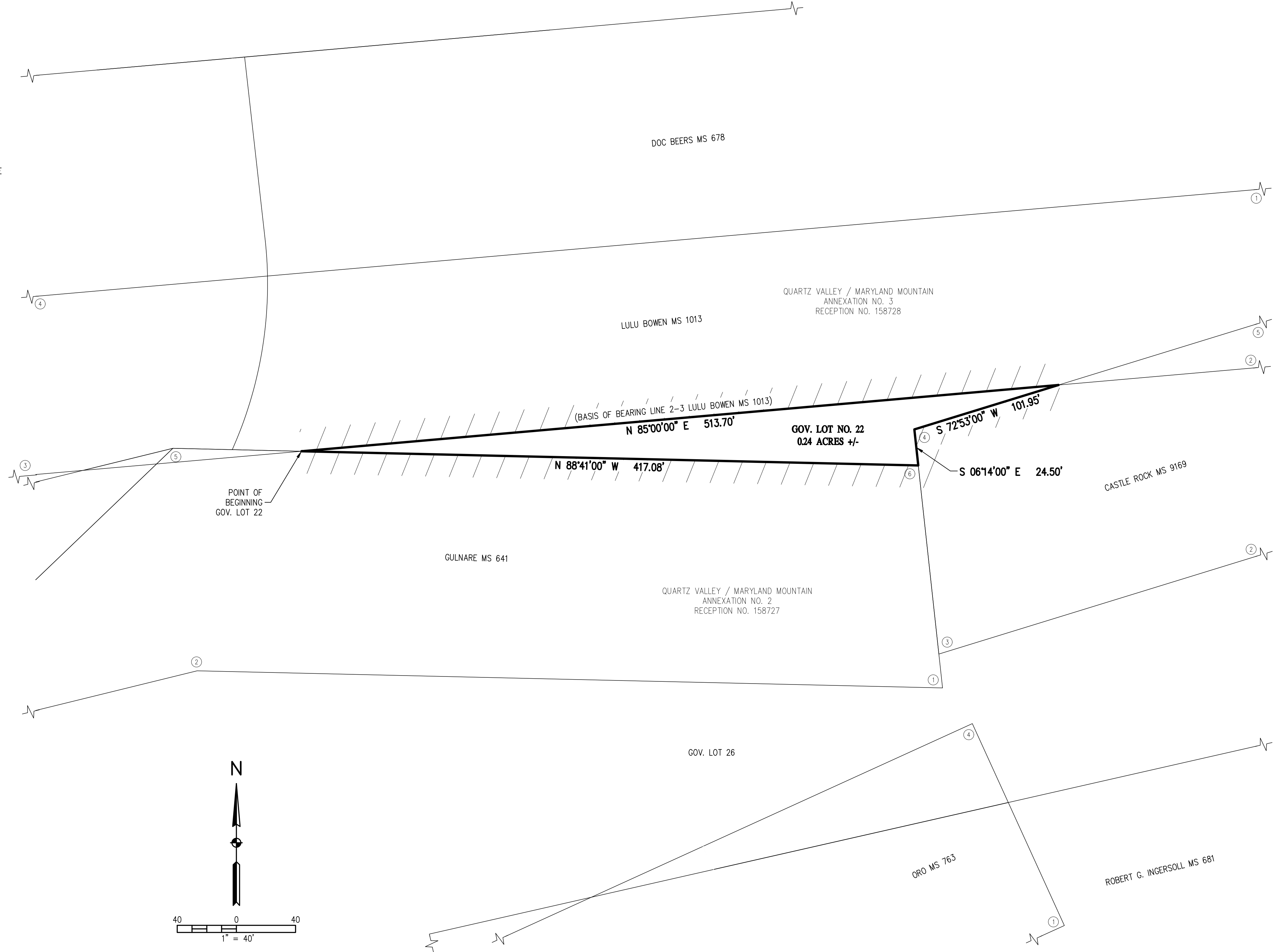
I, \_\_\_\_\_ CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. \_\_\_\_\_ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON \_\_\_\_\_, 2023 A.D.

MELISSA A. GREINER, CMC, CITY CLERK

SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE LANDS AS SHOWN AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT CITY OF BLACK HAWK BOUNDARY, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
FOR AND ON BEHALF OF BASELINE CORPORATION



GOVERNMENT LOT NO. 22  
TOTAL PERIMETER OF ANNEXED PARCEL 1,057.23'  
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) 176.21'  
CONTIGUOUS TO PRESENT CITY BOUNDARY 1,057.23'  
DENOTES BOUNDARY OF LAND ANNEXED  
DENOTES PRESENT CITY BOUNDARY



4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537  
P. 970.553.7800 • F. 866.679.4664 • www.baselinecorp.com

DESIGNED BY  
DRAWN BY  
DAM  
CHECKED BY  
AAD

DATE  
PREPARED BY

REVISION DESCRIPTION

CITY OF BLACK HAWK  
COUNTY OF GILPIN  
QUARTZ VALLEY/MARYLAND MOUNTAIN  
2023 ANNEXATION NO. 3

BLACK HAWK  
PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF  
BASELINE CORPORATION  
INITIAL SUBMITTAL  
DRAWING SIZE 24" X 36"  
SURVEY FIRM SURVEY DATE  
SURVEY FIRM 02/21/2023  
JOB NO. COS-21-06  
DRAWING NAME  
ANNEX-2023-4  
SHEET 1 OF 1

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

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**SUBJECT:** To consider a Resolution for finding substantial compliance for annexations of enclaves, and establishing June 14, 2023 as the date of adoption of an annexation ordinance on the parcels of unincorporated territory located in the County of Gilpin (Quartz Valley / Maryland Mountain – 2023 Annexations 1, 2, and 3). (Case No: P-19-17)

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

**MOTION TO APPROVE Resolution No. 29** Providing Notice of The City’s Intent to Annex Certain Property as Enclave Annexations Pursuant to C.R.S. § 31-12-106(1), With Such Enclave Annexations to Be Considered at The June 14, 2023 City Council Meeting for Unincorporated Territory Located In The County Of Gilpin Identified As The Quartz Valley / Maryland Mountain - 2023 Annexations Numbers 1, 2 And 3.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The City of Black Hawk is initiating annexation proceedings on enclaves of territory in unincorporated Gilpin County. The enclaves are wholly surrounded by City of Black Hawk. The areas considered to be annexed are owned by the Bureau of Land Management and cover approximately 2.93 acres (total) of land on Maryland Mountain. The areas of annexation appear to be in substantial compliance with the requirements of state statutes and applicable intergovernmental agreements and the date for adoption of the annexation ordinance can be set. There are no petitions associated with the proposed annexations, as none are required by state statutes for enclave annexations. The date for adoption of the annexation ordinance is proposed to be June 14, 2023.

**AGENDA DATE:** April 26, 2023

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

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

**DOCUMENTS ATTACHED:**

1. Resolution 29-2023
2. Annexation Maps for Quartz Valley / Maryland Mountain – 2023 Annexations 1, 2, & 3

**RECORD:**

[ ] Yes [ X ] No

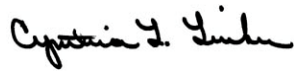
**CoBH CERTIFICATE OF INSURANCE REQUIRED**

[ ] Yes [ X ] No

**CITY ATTORNEY REVIEW:**

[ X ] Yes [ ] N/A

**SUBMITTED BY:**



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Cynthia L. Linker, CP&D Director

**REVIEWED BY:**



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Stephen N. Cole, City Manager



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Vincent Harris, AICP, Baseline Corporation



**RESOLUTION 30-2023**  
**A RESOLUTION**  
**PROVIDING FUNDING**  
**FOR 2023 FOR THE**  
**GREGORY STREET HARD**  
**DISTRICT BUSINESS**  
**MARKETING**  
**ASSOCIATION IN THE**  
**AMOUNT OF \$101,071.00**

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

**Resolution No. 30-2023**

**TITLE: A RESOLUTION PROVIDING FUNDING FOR 2023 FOR THE GREGORY STREET HARD DISTRICT BUSINESS MARKETING ASSOCIATION IN THE AMOUNT OF \$101,071.00**

WHEREAS, the business owners within the Gregory Street History Appreciation Recreation Destination District (“HARD District”) have created an entity known as The Gregory Street HARD District Business Marketing Association (the “Association”) to carry out authorized marketing and associated functions, and seek additional grant funding to benefit the Association and the City;

WHEREAS, the City Council desires to continue to provide the funding to the Association in the amount of \$101,071.00 for budget year 2023, and thereafter, subject to annual appropriation, the City Council seeks to continue to fund the Association by resolution on an annual basis;

WHEREAS, the City Council wants to assure that the purpose of the City’s contribution remains for authorized marketing and associated functions on behalf of the City and the Association, and is not for the purpose of benefitting areas outside of the City, which is inconsistent with the City’s contribution to the Association.

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

Section 1. The City Council hereby determines to provide funding for budget year 2023 to The Gregory Street HARD District Business Marketing Association in the amount of \$101,071.00, the boundaries of the Association as set forth in **Exhibit A**.

Section 2. The City Council also affirms its intent to continue to fund the Association on an annual basis by resolution, subject to annual appropriation. In addition, the City further affirms to consider requests from the Association for matching funds that may be necessary to the extent the Association is able to receive grant funding consistent with the authorized purposes of the Association, and consistent with its Articles of Incorporation and Bylaws.

Section 3. The City Council further finds and determines that the following conditions be attached to the funding provided to the Association for budget year 2023, and thereafter:

- A. The Association shall not use City funding to join another chamber of commerce, or other similar organization or entity that seeks to market regionally or in areas outside of the City, because the City Council finds that the purpose of its funding is intended to market the HARD District and the City; and
- B. The Association shall seek prior approval from the City prior to making donations to other entities with contributions received from the City hereunder, which approval shall

allow the City to assure that its funding is being used for the purpose of marketing and associated functions on behalf of the City.

RESOLVED AND PASSED this 26<sup>th</sup> day of April, 2023.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Funding for the Gregory Street HARD District Business Marketing Association in the amount of \$101,071.00 for 2023.

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

**MOTION TO APPROVE:** Resolution 30-2023, A Resolution Providing Funding for 2023 for the Gregory Street HARD District Business Marketing Association in the amount of \$101,071.00.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Back in 2022, the City assisted the vendors located in the Gregory Street HARD District with the formation of a Business Marketing Association. Furthermore, the City made a commitment to provide funding, subject to annual appropriations. The attached Resolution affirms the City's intent to fund the Association. Additionally, the resolution assures that the purpose of the City's contribution remains for authorized marketing and associated functions on behalf of the City and the Association, and is not for the purpose of benefiting areas outside of the City.

**AGENDA DATE:** April 26, 2023

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** 010-1101-4115835

**DEPARTMENT DIRECTOR APPROVAL:** ☐ Yes ☐ No ☒ N/A

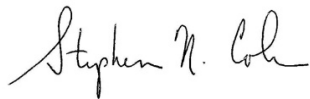
**STAFF PERSON RESPONSIBLE:** Lance Hillis, Finance Director

**DOCUMENTS ATTACHED:** Resolution 30-2023

**RECORD:** ☐ Yes ☒ No

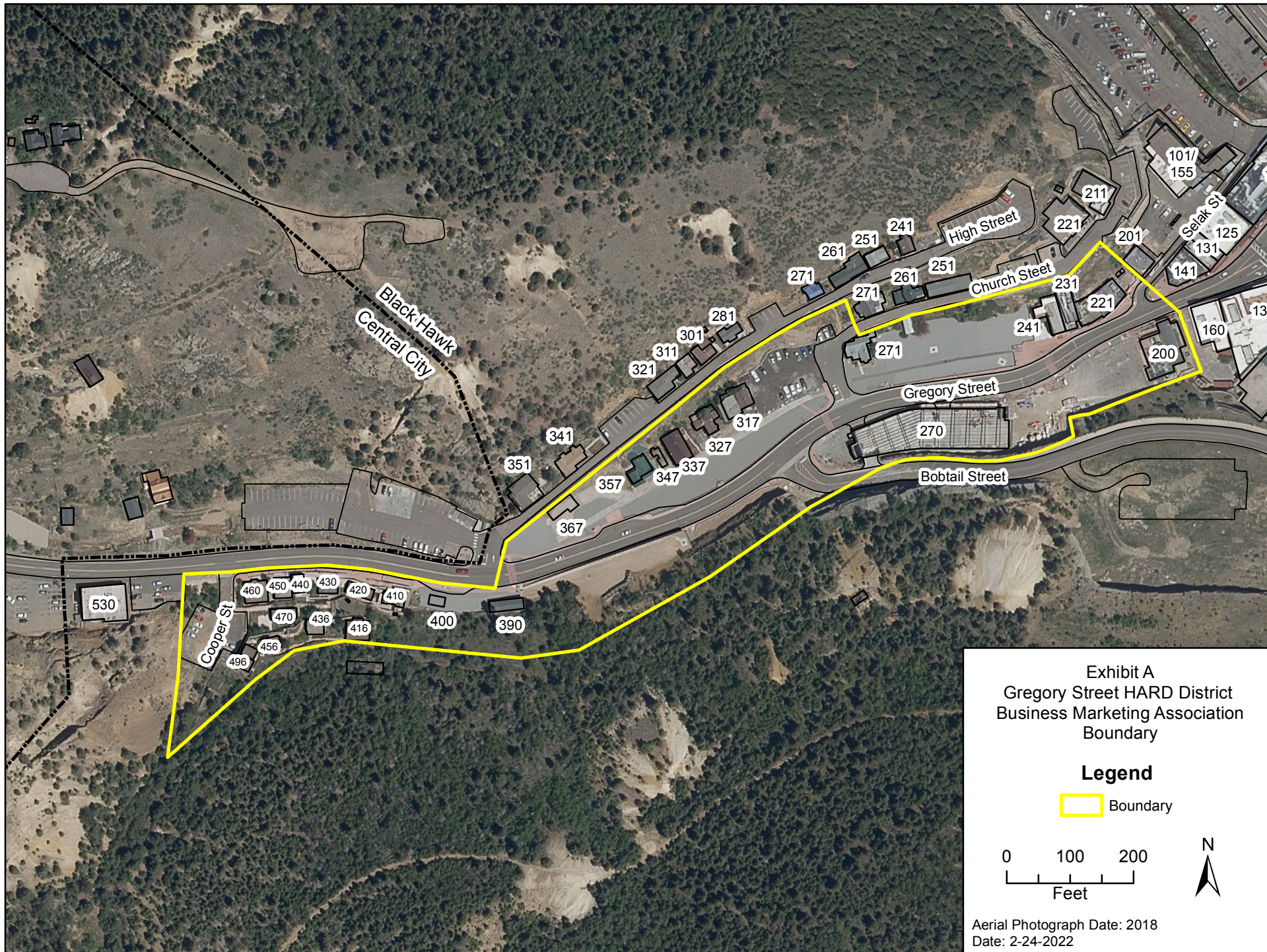
**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**REVIEWED BY:**



Stephen N. Cole, City Manager







**RESOLUTION 31-2023**

**A RESOLUTION  
APPROVING THE  
PROFESSIONAL  
SERVICES AGREEMENT  
BETWEEN THE CITY OF  
BLACK HAWK AND PEH  
ARCHITECTS IN AN  
AMOUNT NOT TO  
EXCEED \$50,220.00 FOR  
DESIGN SERVICES ON  
THE POLICE STATION  
RENOVATION PROJECT**



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

**Resolution No. 31-2023**

**TITLE:       A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PEH ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$50,220.00 FOR DESIGN SERVICES ON THE POLICE STATION RENOVATION PROJECT**

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 Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$50,220.00 for design services on the Police Station Renovation project, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 26<sup>th</sup> day of April 2023.

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

ATTEST:

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



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Approve Resolution 31-2023, a Resolution approving the Professional Services Agreement with PEH Architects for design services on the Police Station Renovation project.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 31-2023, a Resolution approving the Professional Services Agreement with PEH Architects, the recommended motion is as follows: “Approve Resolution 31-2023, a Resolution approving the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$50,220.00 for design services on the Police Station Renovation project.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The first level of the Police Station contains several inefficient spaces. In particular, the Dispatch room is tightly packed and due for an upgrade. The Police Station Renovation project would renovate most of the lower-level of the Police Station, including Dispatch, Records, the restroom, and the prisoner holding cell. It would add a centrally-located kitchenette for Staff convenience. A raised access floor would be added in Dispatch to allow easy access to the multitude of cables necessary for Dispatch equipment. Security measures will be included with this project to enhance Staff safety.

This Professional Services Agreement would authorize PEH Architects to complete a full set of architectural and engineering plans necessary to obtain a building permit.

**FUNDING SOURCE:** Program Expenses / Police Building:  
203-0000-502-58-40

**AGENDA DATE:** April 26, 2023

**ORIGINATED BY:** Matt Reed/Tom Isbester

**STAFF PERSON RESPONSIBLE:** Matt Reed/Tom Isbester

**PROJECT COMPLETION DATE:** Design to be completed by June 30, 2023

**DOCUMENTS ATTACHED:** Professional Services Agreement

**CITY ATTORNEY REVIEW:** [ ] Yes [ X ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

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Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **PEH Architects** (hereinafter referred to as "Contractor").

### **RECITALS:**

- A. The City requires miscellaneous professional architectural and engineering services for the Police Station Renovation Project (the "Project").
- B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City professional architectural and engineering services for the Project.

### **I. SCOPE OF SERVICES**

Contractor shall complete the scope of services as summarized in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

### **III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

#### **IV. COMPENSATION**

- A. Compensation shall not exceed **Fifty Thousand Two Hundred Twenty dollars (\$50,220.00)** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City. Reimbursable costs actually incurred shall be supported by detailed statements, including hourly breakdowns for all personnel and other charges.
- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

#### **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. The design portion of this Agreement shall be completed by **June 30, 2023**. The construction administration portion of this agreement is contingent upon the construction schedule.

#### **VI. PROFESSIONAL RESPONSIBILITY**

- A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, nor acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VII. COMPLIANCE WITH LAW**

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

## **VIII. INDEMNIFICATION**

- A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions, or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify, and hold harmless the City, its Council members, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents, or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents, and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents, and employees.
- B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the

City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs, and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors, or omissions of the Contractor, its employees, agents, or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents, and employees.

- C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims, or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its Council members, officials, officers, directors, agents, and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission, or other fault of the City, its Council members, officials, officers, directors, agents, and employees.

## **IX. INSURANCE**

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million five



hundred thousand dollars (\$1,500,000) disease—policy limit, and one million five hundred thousand dollars (\$1,500,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. **The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by Paragraph 1 above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: **City Clerk**

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any

and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

#### **X. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

#### **XI. TERMINATION**

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

#### **XII. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

#### **XIII. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

#### **XIV. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

## **XV. NOTICE**

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: City Clerk

The Contractor:

PEH Architects  
1720 14<sup>th</sup> Street, Suite 100  
Boulder, Colorado 80302  
Attn: Peter Heinz

## **XVI. ENTIRE AGREEMENT**

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

### **CITY OF BLACK HAWK, COLORADO**

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

#### **ATTEST:**

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

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

#### **PEH Architects**

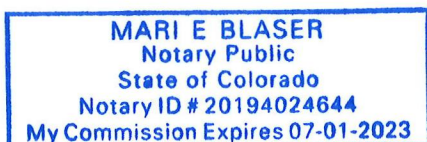
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
*[Signature]*  
*PRESIDENT*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 12 day of APRIL, 2023, by PETER E. HEINZ as the PRESIDENT of PEH ARCHITECTS.

My commission expires: 7/1/23

(S E A L)



*Mari Blaser*  
\_\_\_\_\_  
Notary Public

PEH ARCHITECTS  
1720 14th St. Suite 100  
Boulder, CO 80302

3/1/2023

# INVOICE for PROFESSIONAL SERVICES

client: Matt Reed P.E.  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422-0068

project: Police Station Renovation  
PEH 2022.17

Architectural services in connection with the development of concept plans for a renovation of the existing Black Hawk Police Station per email 4/12/22.

## 1. RECAP OF BILLINGS

	TOTAL	FEE	HOURLY	REIMB.	STATUS
Invoice 7/1/22:	5,238	0	5,238	0	PAID
Invoice 8/1/22:	2,225	0	2,225	0	PAID
Invoice 9/1/22:	4,245	0	4,245	0	PAID
Invoice 10/1/22:	4,553	0	4,553	0	PAID
Invoice 1/1/23:	3,522	0	3,520	2	PAID
Invoice 2/1/23:	1,278	0	1,278	0	PAID
CURRENT TOTALS	21,061	0	21,059	0	

## 2. FEES

Principal:	0.0	@\$185/hr.	0
Project Architect:	0.0	@\$160/hr.	0
Project Manager:	0.0	@\$125/hr.	0
CADrafter:	0.0	@\$85/hr.	0

SUBTOTAL HOURLY CHARGES DUE:

0

**EXHIBIT A**

Develop drawings for a renovation to the existing Police Station. The renovation shall encompass approx. 1,620 SF of the main floor and none of the second floor. Arch/Eng scope of work to include finalization of floor & reflected ceiling plans, door & room finish schedules, built-in millwork details, finishes and paint colors, new lighting/switching, power and rough-in for communication, adjustments to HVAC system. Design Development, Issue for Permit and Issue for Construction drawing packages with performance specifications and Construction Administration.

AE Fee calculation: Approx 1,620 SF x approx \$550/SF = \$891,000 construction cost x 8% AE fee = \$71,280 - 21,060 = \$50,220.

*scope of work*  
*PR*

	Fee	% Complete	Fee Earned
Design Dvlpmnt	12,555	60%	7,500
ConDocs	20,088	0%	0
Bidding/Negotiation:	5,022	0%	0
Const. Admin.	12,555	0%	0
	50,220		

SUBTOTAL ARCHITECTURAL FEE+REIMB EARNED:

7,500

SUBTOTAL ARCHITECTURAL FEE+REIMB PAID:

0

TOTAL ARCHITECTURE SCOPE FEE DUE:

7,500

## 3. REIMBURSABLES

Outsource invoices:		0.00
Other:		0.00
24"x36" Bluelines:	@4.00 ea.	0.00
Vellum Plots 24X36:	0 @10.00 ea.	0.00
Color Xerox:	@1.00 ea.	0.00
Xerox:	0 @.10 ea.	0.00
Delivery:		0.00
		0.00
		x1.1

SUBTOTAL REIMBURSABLES DUE:

0

TOTAL AMOUNT DUE THIS INVOICE:

**\$7,500**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder CO 80301	<b>CONTACT NAME:</b> Luz Amancha <b>PHONE (A/C, No, Ext):</b> 303-442-1484 <b>FAX (A/C, No):</b> 303-442-8822 <b>E-MAIL ADDRESS:</b> certificates@taggartinsurance.com
<b>INSURED</b> PEH Architects, Inc. 1720 14th Street Suite 100 Boulder CO 80302	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Travelers Indemnity Company of America <b>INSURER B:</b> The Travelers Indemnity Company of Connecticut <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1538163939**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6805H707450	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA-2R936386-22-47-G	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422-0068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





PEHARCH-01

CKING

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2023

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<b>PRODUCER</b> PUI Agency of Colorado, Inc. P.O. Box 3412 Littleton, CO 80161	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (720) 465-9116	<b>FAX (A/C, No):</b> (248) 553-8305
	<b>E-MAIL ADDRESS:</b> CKing@profunderwriters.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Co.	<b>19682</b>
<b>INSURED</b>  PEH Architects, Inc. Peter Heinz, AIA d/b/a 1720 14th St. Suite 100 Boulder, CO 80302	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	<b>Professional Liab</b>			34 OH 0493656-23	1/26/2023	1/26/2024	<b>Each Claim</b> 2,000,000
A	<b>Professional Liab</b>			34 OH 0493656-23	1/26/2023	1/26/2024	<b>Aggregate</b> 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422-0068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2022

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<b>PRODUCER</b> Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> PEH Architects Inc 1720 14th St Ste 100 Boulder, CO 80302	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Pinnacol Assurance</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		
<b>NAIC #</b> 41190		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	2097982	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Unless otherwise stated in the policy provisions, coverage in Colorado only.

## CERTIFICATE HOLDER

## CANCELLATION

2298810  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pinnacol Assurance

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ACORD 25 (2016/03)

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