



REGULAR MEETING AGENDA

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

May 10, 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. PUBLIC COMMENT: *Please limit comments to 5 minutes*

6. APPROVAL OF MINUTES: April 26, 2023

7. PUBLIC HEARINGS:

A. CB11, An Ordinance of the City of Black Hawk Amending Section 6-80 of the Black Hawk Municipal Code to Permit Tastings at Fermented Malt Beverage and Wine Retailers

B. Resolution 32-2023, A Resolution Approving the Site Development Plan and Certificate of Architectural Compatibility for the Development of an Outdoor Event Venue and Beer Garden at 100 Richman Street

8. ACTION ITEMS:

A. Resolution 33-2023, A Resolution Approving the 2023-2024 Contract with Delta Dental in the Estimated Amount of \$134,536.00 for Group Dental Insurance

B. Resolution 34-2023, A Resolution Approving the 2023-2024 Contract with Kaiser Permanente in the Estimated Amount of \$1,147,258.00 for Group Health Insurance

C. Resolution 35-2023, A Resolution Approving the Proposal from Symetra for 2023-2025 Ancillary Coverage

D. Resolution 36-2023, A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District

E. Resolution 37-2023, A Resolution Approving the Commercial Lease with Hearts and Legends, LLC for the Property Located at 221 Gregory Street, Unit A, Black Hawk, Colorado

F. Resolution 38-2023, A Resolution Approving the Commercial Lease with Heat & Sweet Classics, Corp. for the Property Located at 221 Gregory Street, Unit B, Black Hawk, Colorado

G. Resolution 39-2023, A Resolution Approving the Commercial Lease with Litwood Creations, LLC for the Property Located at 221 Gregory Street, Unit D, Black Hawk, Colorado

9. CITY MANAGER REPORT:

10. CITY ATTORNEY REPORT:

11. 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, and other City-owned property, pursuant to C.R.S § 24-6-402(4)(e).

12. ADJOURNMENT:



**City of Black Hawk
City Council**

April 26, 2023

MEETING MINUTES

Black Hawk's newest Police Officer, Hieu Pham, 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 26, 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, Fire Marshal Walsh, City Clerk/Administrative Services Director Greiner, City Engineer Reed, Community Planning & Development Director Linker, Development Services Coordinator Richards, Baseline Engineering Consultants Harris and Charles, 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 confirmed that Agenda item 9F, Resolution 30-2023, was moved to the beginning of the Action Items as a courtesy for the member present.

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

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

5. NEW EMPLOYEE
INTRODUCTION:

Police Officer Hieu Pham

Police Chief Moriarty introduced the newest member of the Police Department, Officer Hieu Pham. He is originally from Vietnam, speaks fluent Vietnamese, and is now learning Russian and Japanese. He served in the Marines and has been a great addition to Black Hawk. All warmly welcomed him.

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

7. APPROVAL OF
MINUTES:

April 12, 2023

**MOTION TO
APPROVE**

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

MOTION PASSED

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

8. PUBLIC HEARINGS:

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

Mayor Spellman read the title and opened the public hearing.

Baseline Consultants Harris and Charles went through their presentation. Mr. Charles summarized the three changes: one was to simplify gaming establishment parking requirements by including all internal uses related to gaming under one parking requirement and changing the parking requirement from 1 space per 75 square feet to 1 space per 250 square feet. The next change was to remove reference to the parking impact fee since it is no longer utilized, and lastly was the inclusion of a definition for short-term rentals under this section of code.

City Attorney Hoffmann wanted to note for the record that eliminating the parking impact fee in the City is the end of an era. He provided the background on why it was created, what it was used for, and the benefit provided for those who paid into it for over two decades. He finished by saying that since there is no need to utilize the fee anymore and those that paid into it did receive a value, the City is able to discontinue and remove it.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on 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 open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

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

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve 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.

MOTION PASSED

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

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

Mayor Spellman read the title and opened the public hearing.

Police Chief Moriarty explained how this new analyzer uses a laser to determine the drug without taking a physical sample for testing, exposing staff to dangerous substances. She said another safety product offered through this Grant was the fume hood, which helps with airborne substances while processing evidence.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on 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 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 Torres **MOVED** and was **SECONDED** by Alderman Moates to approve 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.

MOTION PASSED

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

9. ACTION ITEMS:

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

Mayor Spellman read the title.

City Manager Cole said any funding provided to the Marketing Association is subject to Council's appropriations. Mayor Spellman said they tightened up on some of the conditions for approval outlined in Section 3 of the Resolution.

Sadie Schultz, President of the Gregory Street Hard District Business Marketing Association, was introduced by Mayor Spellman. She thanked Council and the City and said with the City's continued support, they plan to build on the success of last summer by adding new events. They have partnered with a new advertising and event company to manage their events, and the Founders' Day event will be spectacular this year with big named headline bands, and she added that the marketing company has also developed a strong relationship with the Silver Dollar Metropolitan District for cross-marketing with the casinos. Mayor Spellman noted that Cabin Creek Brewing would again be producing a special beer for Founders' Day, this year a pre-prohibition lager. There will be a new can design, and Sadie mentioned they would also be offering a root beer brewed by Tommyknocker with the Founders' Day logo.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres 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.

MOTION PASSED

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

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 No. 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**

Mayor Spellman combined these items.

Baseline Consultant Harris provided one presentation for the above agenda items. He started with the Three-Mile plan that is required to be adopted each year. Staff is requesting the City adopt the same 2020 Comprehensive Plan, including the updated Future Growth Area Map for the City, because the growth area changed after the Comprehensive Plan was approved in 2020.

He then went through the annexations. There are three types of annexations, two of which were in the packet. Resolutions 26, 27, and 28 are joint petition annexations submitted by the City of Black Hawk and Proximo Distillers as the property owners. These annexations require full notice and a public hearing. Resolution 29 is a notice of the City's intent to annex non-City-owned properties, known as Enclave Annexations. The state does not require petitions for enclaves if all land around it has been annexed for at least three years. The third annexation, not included in the packet, is City-owned lands in Maryland Mountain; they are also considered enclaves, but since they are City-owned properties, there are no noticing requirements, and they can simply be added to the June 14 agenda if the surveyor can have them completed by then.

City Attorney Hoffmann added information on the annexation process for the record. Regarding Resolutions 26, 27, and 28, he said, to be eligible, an annexation must show 1/6 contiguity and have one-half or more property owners owning more than 50% of the property under both the Annexation Act and the Colorado Constitution. He said these are 100% petitions meaning the property is all owned by those owners petitioning, so we meet the constitutional requirements and Council can approve the Resolutions of Substantial Compliance; this will provide notice for four consecutive weeks and set the public hearing for June 14.

He went on to explain that an Enclave Annexation process is similar, but there is no requirement for a public hearing. A notice is still required in the paper but there is no public hearing. City Council can consider it by Ordinance on June 14. He said an enclave means the property to be annexed has been surrounded by the City for at least three years.

Lastly, he described Annexation by Ordinance, which means the City can annex any City-owned property simply by passing an Ordinance as long as the property contemplated is not strictly a road right-of-way, which it is not.

Also, at the June 14 meeting will be the zoning for all of these annexations because, under the City's Charter, the City requires concurrent zoning of any annexed property.

Mr. Harris added that the recently purchased property on Gregory Point would be included in the upcoming zoning ordinance.

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 25-2023, a Resolution adopting the City's Three-Mile Annexation Plan.

MOTION PASSED

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

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to accept 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).

MOTION PASSED

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

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Bennett to accept 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).

MOTION PASSED

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

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to accept 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 No. 21 and 22).

MOTION PASSED

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

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennett to approve 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.

MOTION PASSED

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

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

Mayor Spellman read the title.

City Engineer Reed introduced this item and said the conceptual and schematic design plans were completed under PEH's on-call services agreement. He said this approval is for the full construction plans and can be ready by next Wednesday.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Moates to 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.

MOTION PASSED

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

10. CITY MANAGER REPORT:

City Manager Cole had nothing to report.

11. CITY ATTORNEY REPORT:

City Attorney Hoffmann asked Council for a Motion to set a Revocation Hearing, if needed, at the next meeting of May 10 at 3:00 p.m. to revoke Feeney Farms liquor license. He provided background on the state

refusing to issue Peak to Peak Liquor's license because, theoretically, Tom Feeney could renew his license as he has up to six months to do so. He said he is hoping to resolve the issue cooperatively with the state, but if not, this hearing is the process to expedite the matter. Mr. Feeney has no authorization to the premises, and the City, as the landlord, has already terminated Mr. Feeney's lease and released the premises to Peak to Peak Liquors.

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Midcap to schedule a Revocation Hearing for May 10, 2023, at 3:00 p.m. The **MOTION PASSED** unanimously.

12. 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 City-owned property, and the items regarding negotiations related to the City's Paint Program.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:33 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 4:20 p.m.

MOTION PASSED

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:20 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 11
ORDINANCE 2023-11
AN ORDINANCE OF THE
CITY OF BLACK HAWK
AMENDING SECTION 6-80
OF THE BLACK HAWK
MUNICIPAL CODE TO
PERMIT TASTINGS AT
FERMENTED MALT
BEVERAGE AND WINE
RETAILERS**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB11

ORDINANCE NUMBER: 2023-11

TITLE: AN ORDINANCE OF THE CITY OF BLACK HAWK AMENDING SECTION 6-80 OF THE BLACK HAWK MUNICIPAL CODE TO PERMIT TASTINGS AT FERMENTED MALT BEVERAGE AND WINE RETAILERS

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

Section 1. Section 6-80(a) of the Black Hawk Municipal Code is amended to read as follows:

Sec. 6-80. Tastings authorized.

(a) *Tastings authorized.* Retail liquor store, liquor-licensed drug store and fermented malt beverage and wine retailer licensees are hereby authorized to conduct tastings subject to all limitations as set forth in Section 44-3-301(1), C.R.S.

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 10th day of May, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Amending Section 6-80 of the Municipal Code to add Fermented Malt Beverage and Wine Retailers to the Tastings Authorized Section.

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

Motion to Approve CB11, an Ordinance of the City of Black Hawk amending Section 6-80 of the Black Hawk Municipal Code to permit tastings at fermented malt beverage and wine retailers.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The current language calls out Retail Liquor Store and Liquor-Licensed Drug Store Licenses are authorized to conduct tastings. This ordinance would also allow Fermented Malt Beverage and Wine Retailer Licensees to conduct tastings.

AGENDA DATE: May 10, 2023

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

DOCUMENTS ATTACHED: 2023-11 Ordinance

RECORD: [] Yes [X] No

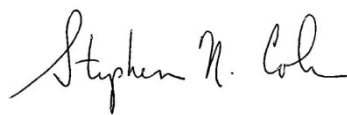
CITY ATTORNEY REVIEW: [X] Yes [] N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director



Stephen N. Cole
City Manager

RESOLUTION 32-2023

A RESOLUTION

APPROVING THE SITE

DEVELOPMENT PLAN

AND CERTIFICATE OF

ARCHITECTURAL

COMPATIBILITY FOR

THE DEVELOPMENT OF

AN OUTDOOR EVENT

VENUE AND BEER

GARDEN AT 100 RICHMAN

STREET

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

Resolution No. 32-2023

TITLE: A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE DEVELOPMENT OF AN OUTDOOR EVENT VENUE AND BEER GARDEN AT 100 RICHMAN STREET

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

Section 1. Findings of Fact.

A. Application has been made by Ameristar Casino Resort and Spa Black Hawk for a Site Development Plan and Certificate of Architectural Compatibility for the development of an outdoor event venue and beer garden located at 100 Richman Street (the "Property"), within the City of Black Hawk, Colorado.

B. Public notice has been given of such subdivision by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing;

C. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing; and

D. The application complies with the criteria set forth in Chapter 16 of the Black Hawk Municipal Code.

Section 2. The City Council hereby determines to approve the Site Development Plan, attached hereto as **Exhibit A**, and incorporated herein by this reference, and the Certificate of Architectural Compatibility, on the following conditions:

A. All proposed renovations shall match those proposed by Ameristar in their submittal;

B. All applicable building and electrical permits must be obtained prior to beginning construction;

C. The COAC approval is valid for 180 days after the date of this Resolution, meaning permits and construction for the improvements needs to commence within 180 days;

D. The parking lot shown on the SDP to the north on the east side of Richman Street shall be updated with at least one (1) ADA accessible handicap parking stall;

E. The Owner shall be required to enter into an agreement with the City related to appropriate pedestrian crossings and necessary improvements to better improve safety for pedestrians at the intersection. Such an agreement needs to be completed by January 31, 2024, to accommodate improvements to be installed before May 1, 2024;

F. If deemed necessary, Ameristar shall provide signage on both sides of Richman Street directing patrons to use the designated painted crosswalk at the intersection of Richman Street and Highway 119;

G. Outdoor special events and use of the beer garden shall be subject to the noise standards in Section 10-130 of the Municipal Code; and

H. In the event that the Richman Building property is sold and no longer owned by Ameristar, future use of the property must comply with the parking regulations of the new use in the Richman Building. This will likely require that all or some of the beer garden use will need to be converted back to parking spaces.

RESOLVED AND PASSED this 10th day of May, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

THE BEER GARDEN SITE DEVELOPMENT PLAN

A TRACT OF LAND LYING NORTHERLY OF HIGHWAY NO. 119 AND EASTERLY OF RICHMAN STREET, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, BEING IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.

MARCH 1ST 2023

REVISED APRIL 6, 2023

PROJECT NARRATIVE

THE PROJECT WILL CONSIST OF SITE WORK THAT WILL REMOVE AND REPLACE THE EXISTING ASPHALT AREAS. IMPROVEMENTS WILL BE LIMITED TO THE EXISTING SITE AREA ONLY, CREATING AN INTERACTIVE OUTDOOR EVENT CENTER. NO IMPROVEMENTS ARE PROPOSED TO THE EXISTING BUILDING OR RIGHT-OF-WAY CONDITIONS.

THE SITE SURFACES WILL BE GRADED AND IMPROVED WITH A COMBINATION OF CRUSHED FINES, CEMENTITIOUS PAVING, LANDSCAPING AND GRADE SUPPORTING ACCENT WALLS. OUTDOOR FURNISHINGS (TABLES, SEATING, FIRE PITS AND ACCENT LIGHTING) ARE PROPOSED THROUGHOUT.

MANAGED BY THE OWNERSHIP, STAFF AND SERVICES OF AMERISTAR CASINO, THIS PROJECT WILL BE OPEN TO THE PUBLIC AND VISITORS (AND GUEST) TO THE CITY OF BLACK HAWK. AMERISTAR CASINOS (AND ITS VENDORS) WILL BE MANAGING AND OPERATING TWO (2) FOOD/BEVERAGE TRUCKS WITHIN THE PROPERTY.

OCCUPANCY OF THIS EVENT AREA WILL BE BOTH SEASONAL AND WEATHER PERMITTING. SPECIAL EVENTS WILL BE POSTED ON AMERISTAR'S CURRENT WEBSITE AND AT THE CITY OF BLACK HAWKS' DISCRETION; IT'S PUBLIC WEBSITE. EVENT OPERATIONS WILL COMPLY WITH REQUIREMENTS OF CITY OF BLACK HAWK CODE SEC. 10-130.

LEGAL DESCRIPTION

A TRACT OF LAND LYING NORTHERLY OF HIGHWAY NO. 119 AND EASTERLY OF RICHMAN STREET, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, BEING IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:
BEGINNING AT RIGHT-OF-WAY MARKER NO. 842+40, FROM WHICH POINT THE WEST 1/4 CORNER SAID SECTION 7 BEARS N70°39'58"W. 3371.81 FEET, AND CORNER NO. 21 OF THE SECURITY PLACER, MINERAL SURVEY NO. 5864 BEARS S84°09'17"W A DISTANCE OF 501.95 FEET; THENCE S76°28'00"W A DISTANCE OF 22.63 FEET TO RIGHT-OF-WAY MARKER STA 842+60; THENCE ALONG THE RIGHT-OF-WAY, N72°57'W A DISTANCE OF 82.41 FEET; THENCE N24°12'00"E A DISTANCE OF 89.92 FEET; THENCE N13°27'E A DISTANCE OF 31.18 FEET; THENCE S68°06'00"E A DISTANCE OF 72.81 FEET TO A POINT ON LINE 3-4 OF THE JENNIE BLANCHE LODE, MINERAL SURVEY NO. 551; THENCE S19°45'00"E ALONG SAID LINE 4-3 A DISTANCE OF 8.25 FEET TO A POINT THAT LIES 3 FEET NORTHERLY OF A CONCRETE RETAINING WALL; THENCE S87°50'51"E, PARALLEL WITH SAID RETAINING WALL, A DISTANCE OF 6.15 FEET; THENCE S1°14'25"W, PARALLEL WITH AND 3 FEET EASTERLY OF SAID RETAINING WALL, A DISTANCE OF 15.93 FEET TO A POINT ON SAID LINE 4-3; THENCE S19°45'00"E ALONG SAID LINE 4-3 A DISTANCE OF 11.28 FEET TO CORNER NO. 3 OF SAID JENNIE BLANCHE LODE. THENCE N76°30'00"E ALONG LINE 3-2, SAID JENNIE BLANCHE LODE, A DISTANCE OF 47.04 FEET; THENCE S4°42'00"W A DISTANCE OF 99.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY NO. 119; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG A CURVE TO THE LEFT, CENTRAL ANGLE = 2°52'04", R = 1273.20 FEET, AN ARC LENGTH OF 63.73 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID ARC BEARS N72°43'34"W A DISTANCE OF 63.72 FEET;

COUNTY OF GILPIN, COLORADO

DEVELOPMENT STANDARDS

ZONING

THE SITE IS LOCATED WITHIN THE GAMING OUTSTANDING LODGING AND DINING DISTRICT AND IN A PUD OVERLAY, ENTITLED AMERISTAR CASINO PUD

| | |
|-------------------|---|
| MINIMUM LOT SIZE | 15,749 SF EXISTING |
| 4,000 SF | |
| MINIMUM LOT DEPTH | 158.00' FT EXISTING |
| 100.00' FT | |
| MINIMUM LOT WIDTH | 119.00' FT EXISTING |
| 40.00' FT | |
| MINIMUM SETBACKS | |
| FRONT 10.0 FT. | 23.91' FT NEW TRELLIS FROM RICHMAN STREET |
| SIDE 0.0 FT. | 4.7' FT NEW TRELLIS FROM HWY 119 |
| REAR 0.0 FT. | 62.16' FT EXISTING |

BUILDING STANDARDS

EXISTING RICHMAN BUILDING TO REMAIN

STREETSCAPE/OPEN SPACE AND LANDSCAPING:

LIMITED CHANGES ARE PROPOSED TO THE RICHMAN STREET FRONTAGE WITH EDGE PLANTING OF TREES AND SHRUBS, EAST OF THE EXISTING SIDEWALK. CURB, GUTTER AND SIDEWALK PROFILES ARE TO REMAIN. THE EXISTING STREETSCAPE FRONTING BLACK HAWK BLVD. WILL REMAIN UNCHANGED.
OPEN SPACE AND LANDSCAPING: THE CURRENT ASPHALT PARKING LOT WILL BE TRANSFORMED INTO A MULTI-LEVEL OPEN SPACE WITH LIMITED HEIGHT SEAT WALLS, FURNISHINGS AND LIGHTING THROUGHOUT. LANDSCAPING WILL CONTAIN AUTOMATIC SPRINKLER SYSTEMS THROUGHOUT THE DEVELOPMENT AREA.

PARKING

THE OCCUPANCY PLANNED FOR THE SDP WILL NOT BE LIMITED TO AMERISTAR GUESTS ONLY. RESIDENTS AND GUESTS FROM OTHER PROPERTIES WILL BE WELCOME. PARKING IS AVAILABLE AND PROVIDED AT AMERISTAR, OTHER BLACK HAWK GAMING PROPERTIES AS WELL AS PUBLIC PARKING GARAGES (BLACK HAWK PARKING GARAGE AND BRIGGS PUBLIC PARKING LOT) OFFERED BY THE CITY OF BLACK HAWK.

LIGHTING

EXISTING STREET AND BUILDING LIGHTING WILL REMAIN. A NEW SERIES OF CATENARY LIGHTING (ACCENT TYPE) WILL BE POLE MOUNTED AND WILL GO DARK 1-1/2 HOURS FOLLOWING EVENT CLOSING (ESTIMATED 11:30PM). STREET SIDE AND CERTAIN BUILDING LIGHTING WILL REMAIN ON TO MAINTAIN BOTH SAFE TRAVEL AND SECURITY LEVELS.

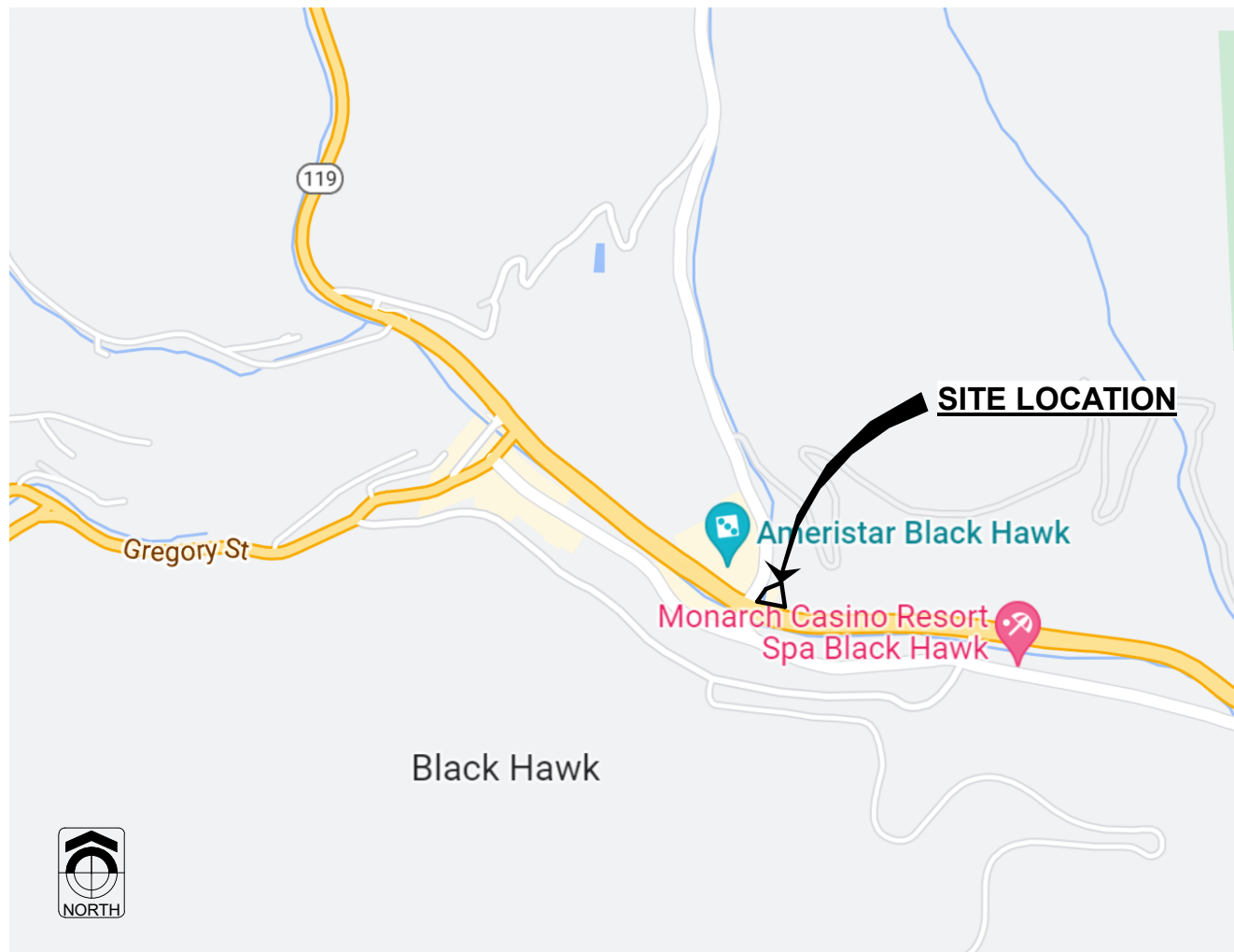
FENCES, WALLS:

THE SITE CURRENTLY CONTAINS SEVERAL STONE WALLS WHICH ARE SHOWN TO REMAIN AND/OR BE MODIFIED. IT REMAINS THE PROJECT INTENT TO BLEND ALL NEW WALLS WITH A STONE VENEER SIMILAR TO THE EXISTING. NEW WALL HEIGHTS WILL VARY, BUT NONE WILL EXCEED 30-INCHES ABOVE GRADE.

SIGNS:

NO SIGNS ARE PROPOSED WITH THIS SDP SUBMITTAL. IF SIGNS ARE PROPOSED, A COMPREHENSIVE SIGN PLAN WILL BE SUBMITTED UNDER SEPARATE REVIEW.

PROJECT LOCATION MAP
NOT TO SCALE



CERTIFICATIONS

OWNER'S SIGNATURE:

AMERISTAR CASINO RESORT SPA BLACK HAWK

NAME: _____

TITLE: _____

STATE OF COLORADO, COUNTY OF GILPIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____,

20____, BY _____ OWNER OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

ADDRESS: _____

CITY OF BLACK HAWK BOARD OF ALDERMEN CERTIFICATION:

THIS SITE DEVELOPMENT PLAN IS APPROVED AND ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF

BLACK HAWK, COLORADO THIS ____ DAY OF _____. 20____

BY: _____ MAYOR OF THE CITY OF BLACKHAWK, CO

ATTEST: _____ CITY CLERK

THIS PLAN CONSTITUTES A SITE SPECIFIC DEVELOPMENT PLAN AS DEFINED IN 24-69-101, ET SEQ., C.R.S., AND ORDINANCE NO 98-62 OF THE CITY OF BLACK HAWK

THE TERMS AND CONDITIONS OF SUCH APPROVAL ARE CONTAINED IN RESOLUTION NO. _____

ADOPTED BY THE CITY ON _____ AND AVAILABLE AT CITY HALL, 201 SELAK STREET, BLACK HAWK, CO

CONTACT INFORMATION

OWNER:
AMERISTAR CASINO RESORT SPA BLACK HAWK
111 RICHMAN STREET
BLACK HARK, CO 80422
720.946.4121
CONTACT: CHRIS DERLOSHON, PM
EMAIL:
CHRIS.DERLOSHON@PENNTERTAINMENT.COM
WWW.AMERISTARBLACKHAWK.COM

ARCHITECTURE
CSHQA
2696 S. COLORADO BLVD
SUITE 525
DENVER, CO 80222
(303) 962-9164
CONTACT: JIM MURRAY
EMAIL: jim.murray@cshqa.com
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MEP
KVA CONSULTING
19600 E. PARKER SQ. DR. SUITE B100
PARKER, CO 80134
303.646.4770
CONTACT: BETSY TAYLOR
EMAIL: BETSY@KVACONSULTING.NET

CIVIL
STRATEGIC SITE DESINS
88 INVERNESS CIRCLE SUITE B101
ENGLEWOOD, CO 80112
303.481.8938
CONTACT: BRENT SAVOLT
EMAIL: BSAVOLT@SSDENG.COM

LANDSCAPE
OXBOW DESIGN COLLABORATIVE
209 N. KALAMATH ST. UNIT 6
DENVER, CO 80223
720.465.6168
CONTACT: JOHN YOUNG, PRINCIPAL
JOHN@OXBOWDBC.COM

Drawing Index

ARCHITECTURAL
A0.1 COVER SHEET
A0.2 SITE PLAN

CIVIL
C1.0 NOTES
C2.0 EXISTING CONDITIONS AND DEMO PLAN
C3.0 SITE & UTILITY PLAN
C4.0 GRADING & DRAINAGE PLAN
C5.0 EROSION CONTROL PLAN

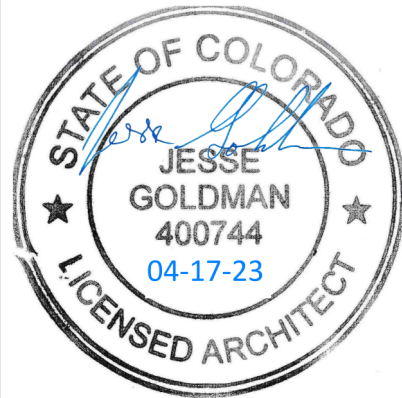
LANDSCAPE
L1.1 LAYOUT & MATERIALS PLAN
L2.1 LANDSCAPE PLAN
L3.1 SITE DETAILS
L3.2 SITE DETAILS
L3.3 SITE DETAILS
L3.4 SITE FURNISHING DETAILS
L4.1 PLANTING DETAILS
L5.1 SITE RENDERING

PLUMBING
G1.0 GAS PLAN

ELECTRICAL
E0.0 ONE LINE
E1.0 SITE PLAN

LAND USE TABLE

| | | |
|---|-----------------|--------------------------|
| 1 | LOT SIZE | 15,749 SF (0.36 AC) |
| 2 | PROJECT AREA | 5,662 SF (0.13 AC) |
| 3 | IMPERVIOUS AREA | 5,662 SF (0.13 AC) |
| 4 | BUILDING AREA | 2,946 SF (0.07 AC) 18.7% |



JESSE S. GOLDMAN, ARCHITECT
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BLACK HAWK, CO

THE BEER GARDEN
100 RICHMAN STREET

2696 S COLORADO BLVD, STE 525
DENVER, CO 80222
(303) 962-9164
www.cshqa.com

CSHQA

| | |
|----------------------|-----------------|
| PROJECT 22168.000 | DATE 4-18-23 |
| DRAWN PJP | CHECKED JGM |

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE

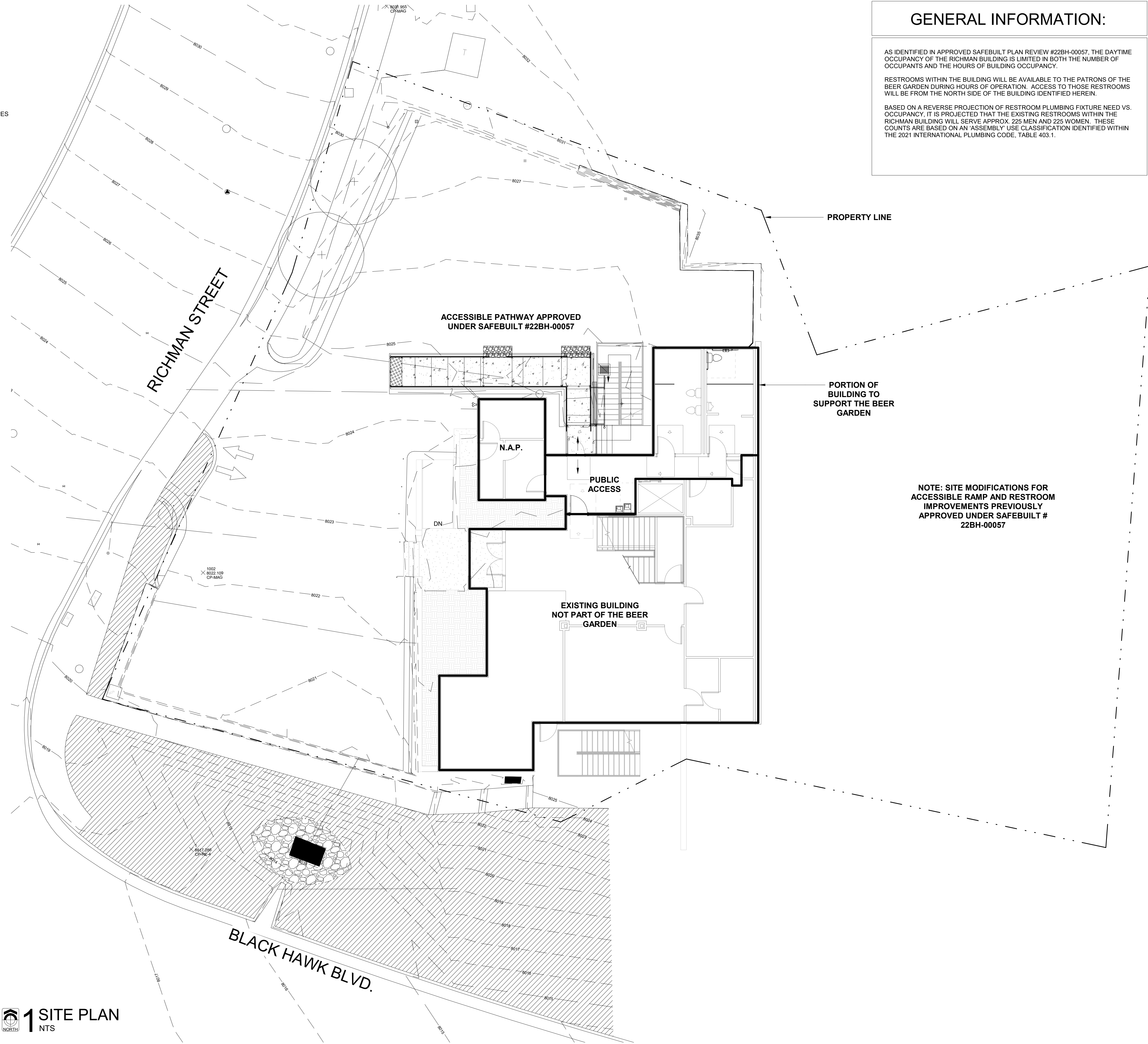
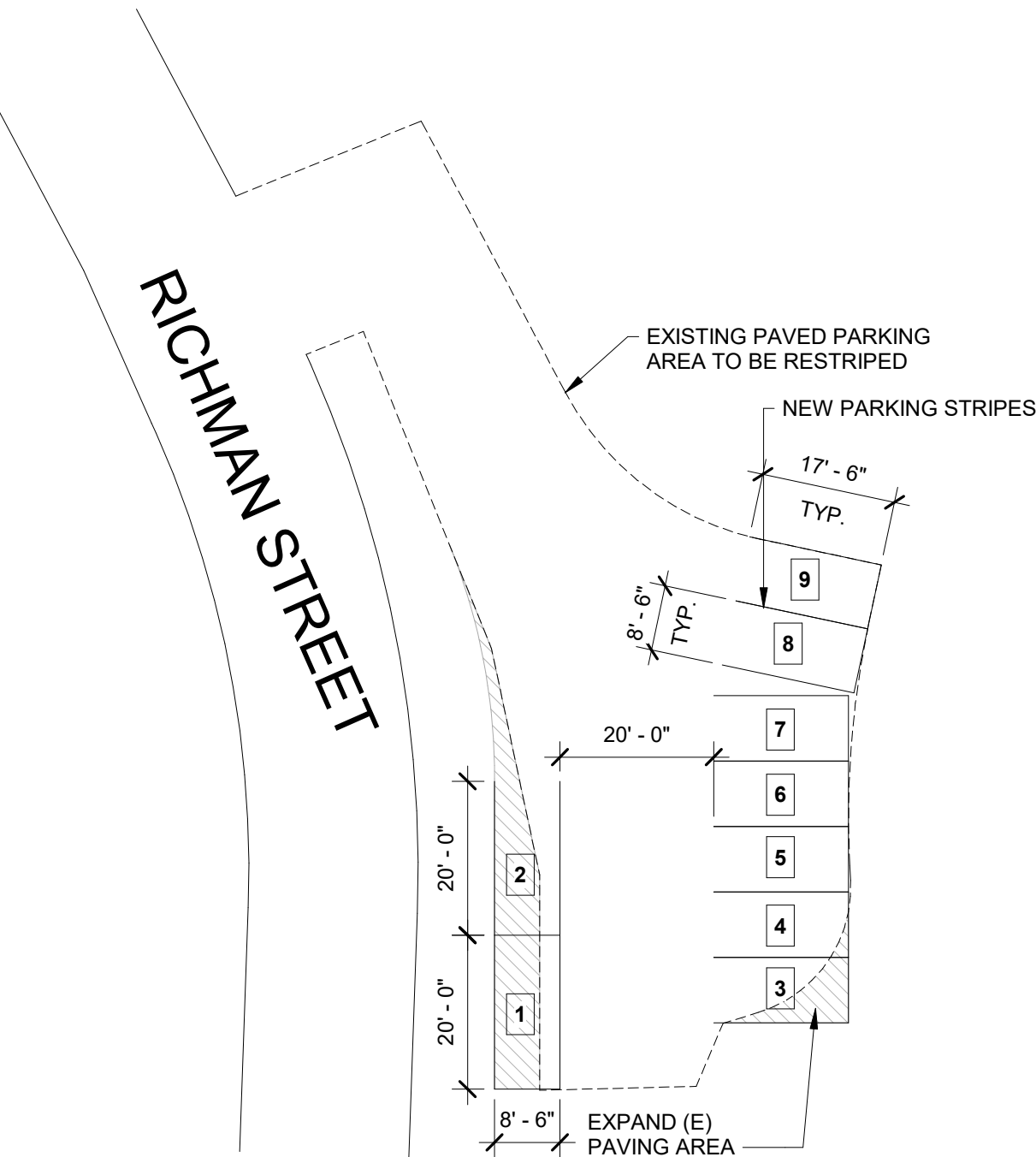
COVER
SHEET

SHEET

A0.1

ORIGINAL SHEET SIZE
24" x 36"

2 PARKING PLAN
3/64" = 1'-0"



GENERAL INFORMATION:

AS IDENTIFIED IN APPROVED SAFEBUILD PLAN REVIEW #22BH-00057, THE DAYTIME OCCUPANCY OF THE RICHMAN BUILDING IS LIMITED IN BOTH THE NUMBER OF OCCUPANTS AND THE HOURS OF BUILDING OCCUPANCY.

RESTROOMS WITHIN THE BUILDING WILL BE AVAILABLE TO THE PATRONS OF THE BEER GARDEN DURING HOURS OF OPERATION. ACCESS TO THOSE RESTROOMS WILL BE FROM THE NORTH SIDE OF THE BUILDING IDENTIFIED HEREIN.

BASED ON A REVERSE PROJECTION OF RESTROOM PLUMBING FIXTURE NEED VS. OCCUPANCY, IT IS PROJECTED THAT THE EXISTING RESTROOMS WITHIN THE RICHMAN BUILDING WILL SERVE APPROX. 225 MEN AND 225 WOMEN. THESE COUNTS ARE BASED ON AN 'ASSEMBLY' USE CLASSIFICATION IDENTIFIED WITHIN THE 2021 INTERNATIONAL PLUMBING CODE, TABLE 403.1.

THE BEER GARDEN
100 RICHMAN STREET

BLACK HAWK, CO

CSHQA

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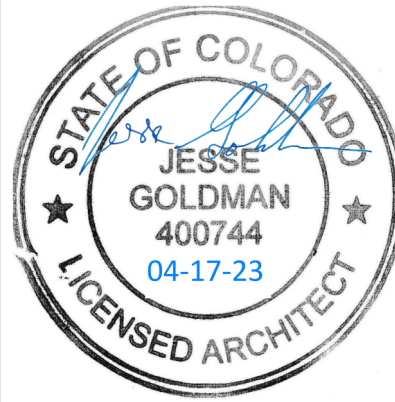
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| | |
|----------------------|-----------------|
| PROJECT 22168.000 | DATE 4-18-23 |
| DRAWN PJP | CHECKED JGM |

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE
SITE PLAN

SHEET
A0.2
ORIGINAL SHEET SIZE
24" x 36"



THE BEER GARDEN
SITE DEVELOPMENT PLAN
A PARCEL OF LAND SITUATED IN THE SOUTH ½ OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

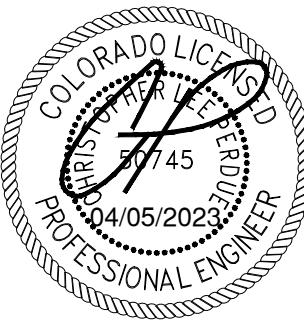
STRATEGIC SITE DESIGN'S GENERAL NOTES

- UTILITY CONFLICTS: ALL EXISTING UTILITIES SHOWN WERE COMPILED USING THE BEST AVAILABLE INFORMATION AND FIELD OBSERVATION. STRATEGIC SITE DESIGNS, LLC DOES NOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTOR TO BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATION OF AND PROTECTING ALL EXISTING UTILITIES, INCLUDING THOSE NOT SHOWN OR SHOWN INCORRECTLY ON THE PLANS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED IN A TIMELY FASHION TO THE SATISFACTION OF THE APPROPRIATE GOVERNING AGENCY AND THE OWNER OF THE IMPACTED UTILITY AT THE CONTRACTOR'S EXPENSE.
- ALL MATERIALS AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS FOR THE APPROPRIATE GOVERNING AGENCY. THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT THE JOB SITE AT ALL TIMES THE APPROPRIATE GOVERNING AGENCY'S PUBLIC WORKS MANUAL, ALL APPROVED EASEMENT AGREEMENTS, AND ONE (1) SIGNED COPY OF THE PLANS AS APPROVED BY THE APPROPRIATE GOVERNING AGENCY. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE APPROPRIATE GOVERNING AGENCY FOR ANY VARIANCE TO THE ABOVE DOCUMENTS.
- CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARDS, SPECIFICATIONS, PERMITS, BONDS, ETC., WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND MUST COMPLY WITH OSHA REGULATIONS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER/DEVELOPER AND ENGINEER OF ANY PROBLEM CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
- THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS/HER CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF ALL MATERIALS WITHIN DEDICATED RIGHT-OF-WAY AND ALL MATERIALS AND WORKMANSHIP SHALL MEET THE ROADWAY DESIGN AND CONSTRUCTION STANDARDS OF THE APPROPRIATE GOVERNING AGENCY.
- THE CONTRACTOR SHALL NOTIFY THE LOCAL JURISDICTION AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION. THE APPROPRIATE FIRE DEPARTMENT SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY STREET CLOSURES AND IN THE EVENT THAT ANY FIRE HYDRANTS ARE TO BE TEMPORARILY REMOVED FROM SERVICE, THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING AT LEAST 48 HOURS ADVANCED NOTICE OF ANY NEED TO SHUT DOWN ANY PORTION OF THE EXISTING WATER SYSTEM AND FOR OBSERVATIONS AND/OR INSPECTIONS REQUIRED.
- THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAGMEN, LIGHTS OR OTHER DEVICES NECESSARY FOR SAFE TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND AS MODIFIED BY THE COLORADO SUPPLEMENT TO THE MUTCD. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE APPROPRIATE GOVERNING AGENCY PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT FOR WORK WITHIN THE RIGHT-OF-WAY.
- THE CONTRACTOR SHALL OBTAIN COPIES OF THE "SOILS AND INVESTIGATION" REPORT FROM GEOTECHNICAL ENGINEER ALONG WITH THE "PAVEMENT THICKNESS DESIGN REPORT". THE CONTRACTOR MUST HAVE COPIES OF SAME ON THE SITE AT ALL TIMES.
- THE CONTRACTOR IS REQUIRED TO PROVIDE AS-CONSTRUCTED HORIZONTAL AND VERTICAL CONSTRUCTION INFORMATION, INCLUDING THE LOCATIONS OF ALL SANITARY LINES AND SERVICES, WATER LINES AND SERVICES, AND OTHER UTILITY LINES AND SERVICES TO THE ENGINEER FOR PREPARATION OF AS-BUILT DOCUMENTS.
- LIMITS OF CONSTRUCTION EASEMENTS AND RIGHTS-OF-WAY SHALL BE DELINEATED WITH TEMPORARY STAKING BY THE CONTRACTOR. SAFETY FENCING SHALL BE PER APPROPRIATE GOVERNING AGENCY.
- WHERE EXCAVATION IS REQUIRED UNDER EXISTING ASPHALT OR CONCRETE PAVEMENT, THE EXISTING PAVEMENT SHALL BE SAW CUT IN A MANNER TO EFFECT A SMOOTH, STRAIGHT-CUT EDGE. ASPHALT PATCH SHALL BE PER APPROPRIATE GOVERNING AGENCY STANDARDS.
- REFER TO FINAL RECORDED PLAT FOR ACTUAL LOT, TRACT, PARCEL, AND EASEMENT LOCATIONS AND DESIGNATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF ALL MATERIALS WITHIN DEDICATED RIGHT-OF-WAYS AND ALL MATERIALS AND WORKMANSHIP SHALL MEET THE ROADWAY DESIGN AND CONSTRUCTION STANDARDS OF THE APPROPRIATE GOVERNING AGENCY.
- THE CONTRACTOR SHALL PROTECT ALL ADJACENT PROPERTY TO THE PROJECT WORK SITE (SEE THE EROSION CONTROL PLAN). THE CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY (IF APPLICABLE) TO COMPLETE THE CONSTRUCTION AND SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- WATER WILL BE PROVIDED BY THE CONTRACTOR TO KEEP WIND EROSION IN CHECK. USE OF WATER AS A DUST PREVENTATIVE SHALL NOT BE PAID FOR SEPARATELY, BUT INCLUDED IN THE COST OF THE WORK.
- ANY SETTLEMENT OR SOIL ACCUMULATIONS BEYOND THE PROPERTY LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.
- ANY CONSTRUCTION DEBRIS OR MUD TRACKING IN THE PUBLIC RIGHT-OF-WAY RESULTING FROM THIS DEVELOPMENT SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY FIX ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY THE DEVELOPMENT AND SHALL PROPERLY BARRICADE THE SITE UNTIL CLEAN UP OR REPAIR IS COMPLETE.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO GRADE STREET CORES, RIGHT-OF-WAY TEMPLATES, AND LOTS ACCORDING TO GRADING INSTRUCTIONS SHOWN ON PLANS.
- STREET CONTOURS SHOWN AT PROPOSED STREET LOCATIONS REPRESENT FINISHED GRADE ELEVATION TO TOP OF ASPHALT.
- COMPACTION FILL MATERIAL SHALL BE COMPACTED ACCORDING TO THE APPROPRIATE GOVERNING AGENCY REGULATIONS AND THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- TOLERANCE FOR INTERIM ROUGH GRADING: TOLERANCE SHALL BE +/- 0.1 FEET.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE SURE ALL APPROPRIATE PERMITS FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY HAVE BEEN OBTAINED PRIOR TO GRADING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL TEMPORARY WATER DIVERSION/CONTROL DEVICES AND EROSION CONTROL DEVICES NECESSARY TO PROTECT ADJACENT PROPERTIES, WATERWAYS AND PUBLIC RIGHT-OF-WAY. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF SAID DEVICES THROUGHOUT CONSTRUCTION AND UNTIL THE PERMANENT PROTECTION NECESSARY HAS BEEN COMPLETED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE MOST CURRENT APPROVED ARCHITECTURAL/ MECHANICAL/ELECTRICAL/PLUMBING/STRUCTURAL PLANS AND COORDINATE SAME WITH THE SITE PLAN, PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
- WHEN DURING THE COURSE OF CONSTRUCTION, ANY OBJECT OF AN UNUSUAL NATURE IS ENCOUNTERED, THE CONTRACTOR SHALL CEASE WORK IN THAT AREA AND IMMEDIATELY NOTIFY THE OWNER, APPROPRIATE GOVERNING AGENCY, AND/OR THE ARCHITECT/ENGINEER.
- THE EXISTING UNDERGROUND UTILITIES SHOW HEREON ARE BASED UPON AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK AND FOR ANY DAMAGES WHICH OCCUR BY HIS FAILURE TO LOCATE OR PRESERVE THESE UNDERGROUND UTILITIES. IF DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHOULD ENCOUNTER UTILITIES OTHER THAN IN THOSE SHOWN ON THE PLANS, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER AND TAKE NECESSARY AND PROPER STEPS TO PROTECT THE FACILITY AND ASSURE THE CONTINUANCE OF SERVICE.
- ALL STEPS WITH THREE OR MORE RISERS SHALL HAVE HAND RAILS, PER LOCAL CODE.
- A SMOOTH GRADE SHALL BE MAINTAINED FROM THE CENTERLINE OF EXISTING ROAD TO PROPOSED CURB AND GUTTER AND/OR PROPOSED EDGE OF PAVEMENT TO PRECLUDE THE FORMING OF FALSE GUTTERS AND/OR THE PONDING OF ANY WATER IN THE ROADWAY. REMOVE AND RECONSTRUCT EXISTING PAVEMENT AND/OR CURB AS DICTATED BY FIELD CONDITIONS TO PROVIDE POSITIVE DRAINAGE AT TIE-IN-POINTS.
- OVERLAY OF EXISTING PAVEMENT SHALL BE MINIMUM OF 1 1/2 INCH DEPTH; ANY COST ASSOCIATED WITH PAVEMENT OVERLAY, OR THE MILLING OF EXISTING PAVEMENT TO OBTAIN REQUIRED DEPTH, SHALL BE ASSUMED BY THE CONTRACTOR.
- ALL RIGHT-OF-WAY DEDICATED FOR PUBLIC USE SHALL BE CLEAR AND UNENCUMBERED.
- AN AIR QUALITY PERMIT SHALL BE OBTAINED IF REQUIRED.
- ANY LIGHTING SHOWN HEREON IS AS SPECIFIED BY THE CLIENT AND IS INCLUDED FOR INFORMATION PURPOSES ONLY, AS DIRECTED BY THE OWNER AND/OR PUBLIC AGENCY REQUIREMENTS. BOWMAN CONSULTING GROUP, LTD. HAS NOT PERFORMED THE LIGHTING DESIGN, AND THEREFORE DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR THE DEGREE AND/OR ADEQUACY OF ILLUMINATION ON THIS PROJECT.
- THE CONTRACTOR WILL BE REQUIRED TO NOTIFY ALL RESIDENCES WITHIN VICINITY OF THE PROPERTY BOUNDARY TEN (10) DAYS PRIOR TO ANY BLASTING IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AGENCY REQUIREMENTS.
- NO BLASTING SHALL BE PERMITTED WITHIN 25' OF EXISTING UTILITY LINES OR STRUCTURES. BLASTING TO BE EXTENDED 25' BEYOND PROPOSED STRUCTURES IF CONDITIONS WARRANT FUTURE EXTENSIONS.
- ALL RETAINING WALLS 4' IN HEIGHT AND OVER (MEASURED FROM BOTTOM OF FOOTER TO TOP OF WALL) REQUIRE A SEPARATE BUILDING PERMIT.
- THE APPROVAL OF THIS PLAN DOES NOT CONSTITUTE THE APPROVAL OF FUTURE WORK.
- ALL HANDICAPPED SPACES SHALL HAVE AN ABOVE GRADE IDENTIFICATION SIGN MEETING APPROPRIATE GOVERNING AGENCY STANDARDS.
- WHERE A PROPOSED PIPE CROSSES OR PARALLELS A STREET OR DRIVE AISLE, THE ASPHALT SHALL BE NEATLY SAWCUT TO FULL DEPTH. AFTER INSTALLATION OF THE PIPE, THE ROADWAY SHALL BE PATCHED IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AGENCY STANDARDS.
- THE CONTRACTOR SHALL CAREFULLY EXAMINE THE SITE AND MAKE ALL INSPECTIONS NECESSARY IN ORDER TO DETERMINE THE FULL EXTENT OF THE WORK REQUIRED TO MAKE THE PROPOSED WORK CONFORM TO THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, CONDITIONS, AND CONFIRMATION AND CONDITION OF EXISTING GROUND SURFACE AND THE CHARACTER OF THE EQUIPMENT AND FACILITIES NEEDED PRIOR TO AND DURING EXECUTION OF THE WORK. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE CHARACTER, QUANTITY AND QUALITY OF SURFACE AND SUBSURFACE MATERIALS OR OBSTACLES TO BE ENCOUNTERED. ANY INACCURACIES OR DISCREPANCIES BETWEEN THE DRAWINGS AND SPECIFICATIONS MUST BE BOUGHT TO THE OWNER'S ATTENTION IN ORDER TO CLARIFY THE EXACT NATURE OF THE WORK TO BE PERFORMED PRIOR TO THE COMMENCEMENT OF ANY WORK.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ROADS AND UTILITIES WHICH OCCURS AS A RESULT OF THE PROJECT CONSTRUCTION WITHIN OR CONTIGUOUS TO THE EXISTING RIGHT-OF-WAY.
- ALL STREET CUT AND PATCH WORK IN PUBLIC RIGHT-OF-WAY REQUIRED FOR UTILITIES INSTALLATION SHALL BE PERFORMED IN STRICT ACCORDANCE WITH CITY, COUNTY, AND/OR APPROPRIATE GOVERNING AGENCY STANDARDS AND SPECIFICATIONS.

STRATEGIC SITE DESIGN'S GENERAL NOTES (CONT.)

- THE APPROVAL OF THIS PLAN SHALL IN NO WAY GRANT PERMISSION FOR THE CONTRACTOR TO TRESPASS ON OFF-SITE PROPERTIES.
- THE APPROVAL OF THESE PLANS SHALL IN NO WAY RELIEVE THE CONTRACTOR OF COMPLYING WITH OTHER APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
- THESE PLANS MAKE NO REPRESENTATION AS TO THE SUBSURFACE CONDITIONS AND THE PRESENCE OF SUBSURFACE WATER OR THE NEED FOR SUBSURFACE DRAINAGE FACILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING ALL NECESSARY INSPECTIONS.
- EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.
- ALL FINISHED GRADING, SEEDING, SODDING OR PAVING SHALL BE DONE IN SUCH A MANNER TO PRECLUDE THE PONDING OF WATER.
- THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK SHOWN ON THESE PLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S SCHEDULES OR FAILURE TO CARRY OUT THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DIGGING OF TEST HOLES PRIOR TO BEGINNING OF ANY CONSTRUCTION ON THE PROJECT. IF CONFLICTS ARE DISCOVERED AS A RESULT OF TEST HOLE FINDINGS, NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY.
- EXCAVATION SUPPORT SYSTEMS SHALL CONFORM TO THE PROVISIONS OF OSHA CONSTRUCTION STANDARD 29 CFR PART 1926 SUBPART P, OR CURRENT EDITION.
- AT LOCATIONS WHERE THE FINAL SURFACE COURSE OF ASPHALT PAVEMENT IS TO BE FEATHERED INTO THE EXISTING SURFACE COURSE, THE EXISTING SURFACE COURSE IS TO BE SCABBLED TO A MINIMUM DEPTH OF 1.5" AND A TACK COAT APPLIED PRIOR TO FINAL PAVING TO INSURE A SMOOTH, WELL BONDED JOINT.
- ITEMS SHOWN TO BE RELOCATED SHALL BE CAREFULLY REMOVED AND STORED BY THE CONTRACTOR UNTIL SUCH TIME AS THEY CAN BE PLACED IN THEIR NEW LOCATION. CONTRACTOR SHALL VERIFY THESE ITEMS WITH THE OWNER, PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE REMOVAL OR RELOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD ELECTRICAL, TELEPHONE AND CABLE TV LINES AND REMOVAL OF UTILITY POLES, PEDESTALS AND TRANSFORMERS WITH UTILITY COMPANIES AND WITH DEVELOPER PRIOR TO DEMOLITION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENTS AND/OR RECONSTRUCTION OF ALL UTILITY COVER (MANHOLE FRAMES AND COVERS, VALVE BOX COVERS, ETC.) TO MATCH THE FINISHED GRADES OF THE AREAS EFFECTED BY THE CONSTRUCTION.
- THE CONTRACTOR MUST HAVE THE APPROVED CONSTRUCTION DRAWINGS IN POSSESSION PRIOR TO THE START OF CONSTRUCTION. AT LEAST ONE (1) COPY OF THE APPROVED PLANS, WITH REVISIONS, MUST BE KEPT ON-SITE AT ALL TIMES.
- ALL HANDICAP RAMPs SHALL BE BUILT IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE APPROPRIATE GOVERNING AGENCY STANDARDS, WYDOT STANDARDS, AND CURRENT ADA REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT ALL ADA ACCESSIBLE SIDEWALKS MAINTAIN SLOPES NOT TO EXCEED 5% LONGITUDINALLY AND 2% CROSS SLOPES. SLOPES AT ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL BE A MAXIMUM OF 2%, AND THE MANEUVERING CLEARANCE AT EXTERIOR ENTRANCES SHALL HAVE A MAXIMUM SLOPE OF 2%.
- AS GOOD GENERAL PRACTICE, THE CONTRACTOR SHOULD VERIFY ALL EXISTING ELEVATIONS INFORMATION TO ENSURE CONSISTENCY WITH THE CONSTRUCTION DOCUMENTS. GIVEN THAT SSD DID NOT PERFORM THE FIELD SURVEY ON THIS PROJECT, WE WILL NOT BE HELD RESPONSIBLE FOR ANY ISSUES ARISING AS A RESULT OF INACCURATE FIELD SURVEY OR BASE MAPS PROVIDED TO US BY OTHERS. SSD SHOULD BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY SO WE CAN ASCERTAIN THE IMPACT(S) TO OUR DESIGN, REPORTS, DRAWING, ETC.

ENGINEER IN CHARGE:



JESSE S. GOLDMAN, ARCHITECT

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DENVER, CO 80222
(303) 962-9164

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BLACK HAWK, CO

THE BEER GARDEN
100 RICHMAN STREET

2686 S COLORADO BLVD, STE 525
DENVER, CO 80222
(303) 962-9164
www.cshqa.com

PROJECT

22168.000

DATE

3-31-23

DRAWN

BMS

CHECKED

CLP

REVISED

1 AGENCY COMMENTS 3/31/23

SHEET TITLE

NOTES

SHEET

C1.0

ORIGINAL SHEET SIZE
24" x 36"



CONTACT INFORMATION

88 INVERNESS CIRCLE EAST, SUITE B-101

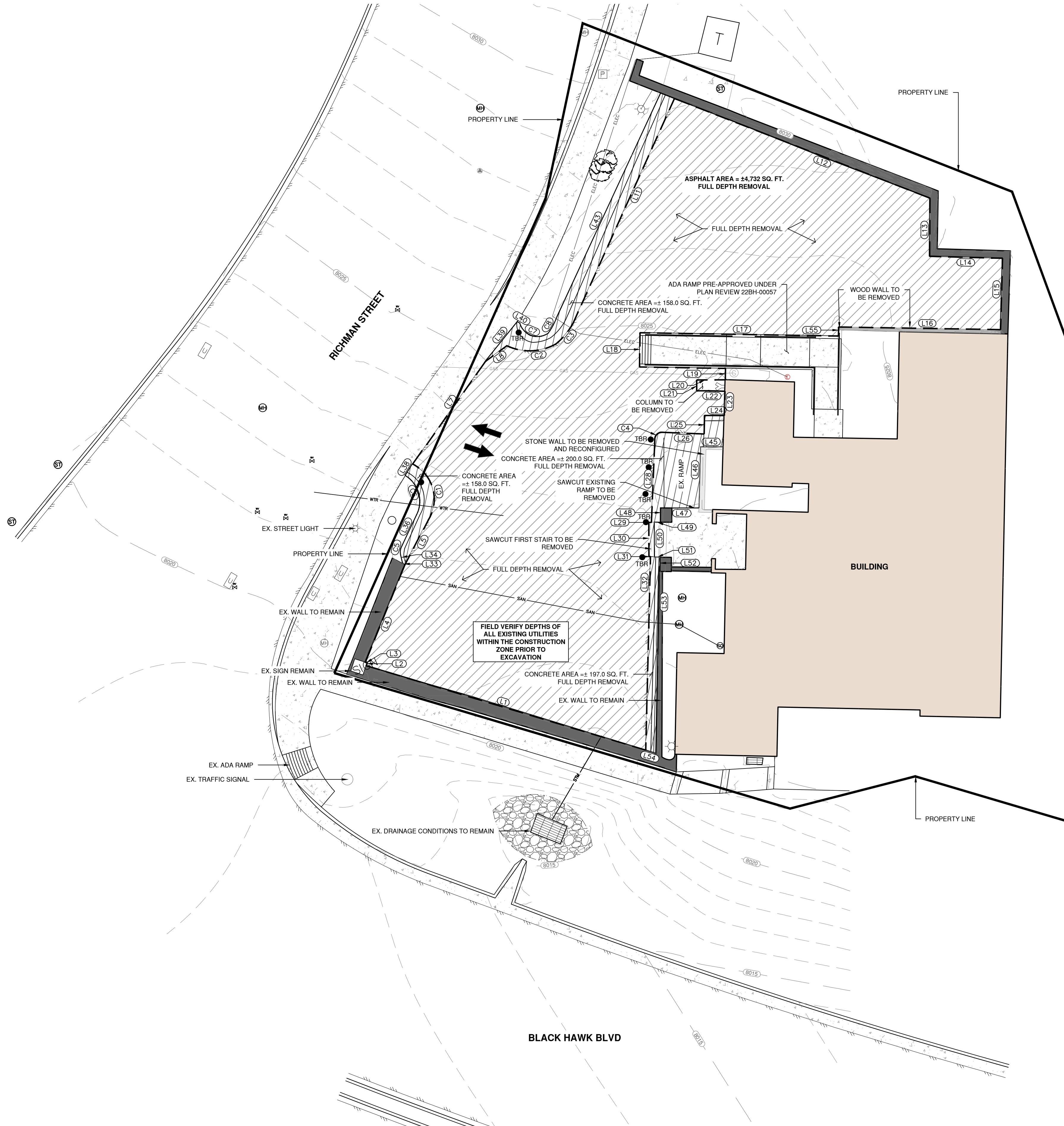
ENGLEWOOD, CO 80112

(720) 206-6931

CPERDUE@STRATEGICSITEDESIGNS.COM

ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.

THE BEER GARDEN
SITE DEVELOPMENT PLAN
A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



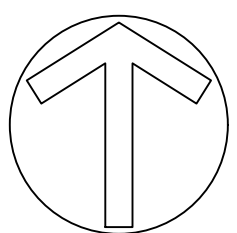
| LINE TABLE | | | | | | |
|------------|--------|------------------|----------------|--------------|---------------|-------------|
| LINE # | LENGTH | DIRECTION | START NORTHING | END NORTHING | START EASTING | END EASTING |
| L1 | 51.11 | N73° 10' 26.87"W | 1169834.41 | 1169849.20 | 3003197.23 | 3003148.31 |
| L2 | 0.52 | N18° 07' 21.31"E | 1169849.20 | 1169849.70 | 3003148.31 | 3003148.47 |
| L3 | 0.35 | N71° 52' 38.69"W | 1169849.70 | 1169849.80 | 3003148.47 | 3003148.14 |
| L4 | 18.42 | N22° 03' 42.60"E | 1169849.80 | 1169866.87 | 3003148.14 | 3003155.06 |
| L5 | 9.01 | N27° 20' 08.37"E | 1169866.87 | 1169874.88 | 3003155.06 | 3003159.20 |
| L7 | 22.07 | N35° 14' 16.56"E | 1169884.56 | 1169902.58 | 3003156.43 | 3003169.16 |
| L8 | 4.83 | N53° 53' 26.39"E | 1169902.58 | 1169905.31 | 3003169.16 | 3003172.90 |
| L11 | 43.20 | N24° 16' 45.14"E | 1169909.28 | 1169948.66 | 3003184.50 | 3003202.27 |
| L12 | 48.06 | S68° 41' 04.64"E | 1169948.66 | 1169931.19 | 3003202.27 | 3003247.04 |
| L13 | 10.20 | S0° 18' 56.75"W | 1169931.19 | 1169920.99 | 3003247.04 | 3003246.98 |
| L14 | 12.78 | S88° 27' 30.33"E | 1169920.99 | 1169920.65 | 3003246.98 | 3003259.76 |
| L15 | 12.51 | S1° 33' 29.39"W | 1169920.65 | 1169908.14 | 3003259.76 | 3003259.42 |
| L16 | 28.39 | N89° 04' 14.33"W | 1169908.14 | 1169908.60 | 3003259.42 | 3003231.04 |
| L17 | 34.76 | N89° 03' 00.13"W | 1169907.59 | 1169907.59 | 3003230.99 | 3003196.24 |
| L18 | 6.00 | S0° 56' 59.87"W | 1169907.59 | 1169901.59 | 3003196.24 | 3003196.14 |
| L19 | 2.00 | S0° 56' 59.87"W | 1169901.59 | 1169901.34 | 3003211.21 | 3003211.18 |
| L20 | 5.01 | S89° 38' 22.88"W | 1169901.34 | 1169899.31 | 3003211.18 | 3003206.17 |
| L21 | 1.89 | S0° 07' 48.50"W | 1169899.31 | 1169897.42 | 3003206.17 | 3003206.16 |
| L22 | 2.78 | S88° 16' 59.16"E | 1169897.42 | 1169897.33 | 3003206.16 | 3003211.12 |
| L23 | 4.26 | S1° 43' 00.84"W | 1169897.33 | 1169893.07 | 3003211.12 | 3003210.99 |
| L24 | 3.46 | N89° 36' 11.82"W | 1169893.07 | 1169893.09 | 3003210.99 | 3003207.53 |
| L25 | 3.26 | S1° 09' 31.68"W | 1169893.09 | 1169889.84 | 3003207.53 | 3003207.47 |
| L26 | 7.42 | N87° 39' 25.29"W | 1169889.84 | 1169890.14 | 3003207.47 | 3003200.05 |
| L28 | 14.37 | S2° 22' 14.83"W | 1169890.14 | 1169874.34 | 3003198.82 | 3003198.23 |
| L29 | 0.45 | S89° 48' 19.67"W | 1169874.34 | 1169874.34 | 3003198.23 | 3003197.78 |
| L30 | 5.99 | S0° 09' 10.86"E | 1169874.34 | 1169868.35 | 3003197.78 | 3003197.79 |
| L31 | 0.27 | S85° 48' 49.25"E | 1169868.35 | 1169868.33 | 3003197.79 | 3003198.07 |
| L32 | 33.93 | S1° 24' 27.22"W | 1169868.33 | 1169834.41 | 3003198.07 | 3003197.23 |
| L33 | 0.54 | N44° 14' 46.15"W | 1169834.41 | 1169867.26 | 3003155.06 | 3003154.69 |
| L34 | 1.43 | N13° 01' 39.31"W | 1169867.26 | 1169868.65 | 3003154.69 | 3003154.36 |
| L36 | 6.45 | N25° 20' 41.67"E | 1169868.65 | 1169875.77 | 3003154.36 | 3003157.24 |
| L38 | 2.40 | N32° 07' 09.67"E | 1169875.77 | 1169882.53 | 3003157.24 | 3003156.43 |
| L39 | 8.91 | N39° 01' 45.50"E | 1169882.53 | 1169909.51 | 3003156.43 | 3003174.77 |
| L40 | 0.51 | S59° 23' 56.37"E | 1169909.51 | 1169909.24 | 3003174.77 | 3003175.21 |
| L43 | 43.16 | N24° 52' 41.17"E | 1169909.24 | 1169949.59 | 3003181.74 | 3003199.90 |
| L45 | 3.93 | S89° 55' 29.56"E | 1169949.59 | 1169887.55 | 3003206.90 | 3003210.83 |
| L46 | 10.72 | N1° 34' 44.65"E | 1169887.55 | 1169876.85 | 3003206.90 | 3003206.90 |
| L47 | 6.12 | N90° 00' 00.00"W | 1169876.85 | 1169876.85 | 3003206.90 | 3003200.49 |
| L48 | 1.50 | S0° 18' 05.19"W | 1169876.85 | 1169875.35 | 3003199.86 | 3003199.86 |
| L49 | 1.07 | N88° 53' 54.29"W | 1169875.35 | 1169874.37 | 3003199.86 | 3003198.78 |
| L50 | 6.09 | S0° 09' 10.86"E | 1169874.37 | 1169868.28 | 3003198.78 | 3003198.79 |
| L51 | 0.98 | S85° 48' 49.25"E | 1169868.28 | 1169868.21 | 3003198.79 | 3003199.78 |
| L52 | 1.67 | S0° 18' 05.19"W | 1169868.21 | 1169866.54 | 3003199.78 | 3003199.77 |
| L53 | 32.70 | S1° 04' 59.20"W | 1169866.54 | 1169833.85 | 3003199.77 | 3003199.05 |
| L54 | 1.90 | N72° 52' 34.45"W | 1169833.85 | 1169834.41 | 3003199.05 | 3003197.23 |
| L55 | 1.59 | S1° 31' 03.33"W | 1169834.41 | 1169907.01 | 3003231.04 | 3003230.99 |

| Curve Table | | | | | | | | |
|-------------|--------|--------|--------|-----------------|--------------|----------------|--------------|---------------|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length | Start Northing | End Northing | Start Easting |
| C8 | 3.34 | 11.11 | 17.25 | N27° 48' 12"E | 3.33 | 1169907.48 | 1169910.43 | 3003181.74 |
| C7 | 6.16 | 3.24 | 108.90 | S70° 28' 21"E | 5.27 | 1169909.24 | 1169907.48 | 3003175.21 |
| C4 | 2.15 | 1.26 | 97.85 | S40° 25' 41"W | 1.90 | 1169890.14 | 1169888.70 | 3003200.05 |
| C3 | 4.76 | 11.91 | 22.89 | N39° 30' 16"E | 4.73 | 1169905.63 | 1169909.28 | 3003181.50 |
| C2 | 8.94 | 9.36 | 54.76 | N87° 51' 21"E | 8.61 | 1169905.63 | 1169905.63 | 3003172.90 |
| C1 | 11.28 | 6.92 | 93.35 | N15° 58' 11"W | 10.07 | 1169874.88 | 1169884.56 | 3003159.20 |
| C6 | 7.77 | 5.24 | 85.05 | N17° 10' 40"W | 7.08 | 1169875.77 | 1169882.53 | 3003157.24 |
| O5 | 1.32 | 2.05 | 36.70 | N5° 19' 22"E | 1.29 | 1169868.65 | 1169869.94 | 3003154.36 |

ADA RAMP NOTES:
1. ADA RAMP PRE APPROVED UNDER PLAN REVIEW 22BH-00057. CONTRACTOR TO COORDINATE CONSTRUCTION WITH RICHMAN TENANT

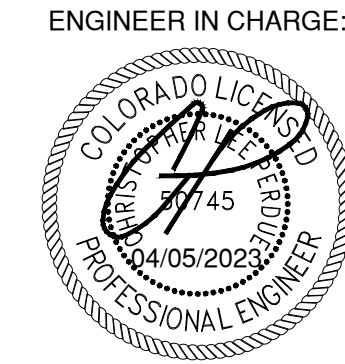
NOTES:
1. NOTIFY CITY WATER DEPARTMENT WHEN WATER LINE IS EXPOSED.

| LEGEND | |
|--------|----------------------------------|
| | PROPERTY LINE |
| | CURB AND GUTTER |
| | NEW CONCRETE SIDEWALK |
| | EXISTING BUILDING LIMITS |
| | CONCRETE TO BE REMOVED |
| | ASPHALT TO BE REMOVED |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |
| | PROPOSED MAJOR CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | TO BE REMOVED |
| | BOLLARDS |
| | FOUND MONUMENT |
| | DECIDUOUS TREE (DT 12IN) |
| | CLEANOUT |
| | GAS METER |
| | ELECTRIC METER |
| | WATER VALVE |
| | FIRE HYDRANT |
| | FDC (FIRE DEPARTMENT CONNECTION) |
| | LIGHT POLE |
| | UNDERGROUND UTILITY BOX |
| | PEDESTAL |
| | TRANSFORMER |
| | STORM SEWER MANHOLE |
| | MANHOLE |
| | SANITARY SEWER LINE |
| | STORM SEWER LINE |
| | WATER LINE |
| | EDGE OF ASPHALT |
| | ELEC LINE |
| | GAS |
| | SIDEWALK CONCRETE |



0 10 20 Feet

CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE B-101
ENGLEWOOD, CO 80112
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CPERDUE@STRATEGICSITEDESIGNS.COM
ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.



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THE BEER GARDEN
100 RICHMAN STREET

PROJECT
22168.000
DATE
3-31-23
DRAWN
BMS
CHECKED
CLP

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE
EXISTING
CONDITIONS
& DEMO PLAN

SHEET

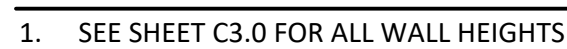
C2.0
ORIGINAL SHEET SIZE
24" x 36"


1. THE DESIGN DEPICTED IN THESE PLANS ARE BASED UPON SURVEY INFORMATION PROVIDED TO SSD BY FALCON SURVEYING INC. THE SURVEY DATA WAS TRANSMITTED ON 05/12/2022.
2. AS GOOD GENERAL PRACTICE, THE CONTRACTOR SHOULD VERIFY ALL EXISTING ELEVATION INFORMATION TO ENSURE CONSISTENCY WITH THE CONSTRUCTION DOCUMENTS. GIVEN THAT SSD DID NOT PERFORM THE FIELD SURVEY ON THIS PROJECT, WE WILL NOT BE HELD RESPONSIBLE FOR ANY ISSUES ARISING AS A RESULT OF INACCURATE FIELD SURVEYS OR BASE MAPS PROVIDED TO US BY OTHERS. SSD SHOULD BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY SO WE CAN ASCERTAIN THE IMPACT(S) TO OUR DESIGN, REPORTS, DRAWING, ETC.

A PARCEL OF LAND SITUATED IN THE SOUTH ½ OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



| Curve # | Length | Radius | Delta | Chord Direction | Chord Length | Start Northing | End Northing | Start Easting | End Easting |
|---------|--------|--------|--------|-----------------|--------------|----------------|--------------|---------------|-------------|
| C2 | 6.02 | 5.00 | 69.01 | S34° 11' 02"E | 5.66 | 11699931.07 | 11699926.39 | 3003241.83 | 3003245.01 |
| C1 | 11.53 | 6.00 | 110.12 | N56° 15' 20"E | 9.84 | 11699940.06 | 1169945.52 | 3003196.51 | 3003204.79 |
| C3 | 5.01 | 3.38 | 84.88 | N35° 44' 10"W | 4.56 | 11699905.60 | 11699909.51 | 3003177.44 | 3003174.77 |
| C5 | 13.28 | 88.64 | 8.58 | S30° 56' 49"W | 13.26 | 11698986.96 | 1169875.58 | 3003164.56 | 3003157.74 |
| C4 | 8.42 | 5.53 | 87.20 | S8° 21' 42"E | 7.63 | 11698984.51 | 11698986.96 | 3003163.45 | 3003164.56 |
| C9 | 2.54 | 2.50 | 58.21 | S4° 37' 49"E | 2.43 | 11698689.76 | 11698687.34 | 3003155.10 | 3003155.29 |



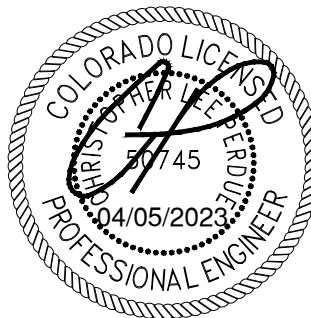
- | | |
|---|-----------------|
| THE BEER GARDEN 100 RICHMAN STREET | |
| BLACK HAWK, CO | |
| 2696 S COLORADO BLVD, STE 525 DENVER, CO 80222 (303) 962-9164 www.cshqa.com | |
| JESSE S. GOLDMAN, ARCHITECT | |
| 2696 S COLORADO BLVD, STE 525 DENVER, CO 80222 (303) 962-9164 | |
| ENGINEER IN CHARGE: | |
|  | |
| THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF CSHQA, INC. AND SHALL NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT FOR WHICH THEY ARE MADE OR EXISTED WITHOUT THE WRITTEN CONSENT OF CSHQA, INC. THEY SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS. ANY REUSE OF THESE DRAWINGS OR SPECIFICATIONS WITHOUT THE WRITTEN CONSENT OF CSHQA, INC. SHALL BE AT THE USER'S RISK. THE COMPLETION OF THIS PROJECT WHEN HANDLED WITHOUT CSHQA, INC. SHALL BE AT THE USER'S RISK. CSHQA, INC. 12/2023 | |
| PROJECT 22168.000 | DATE 3-31-23 |
| DRAWN BMS | CHECKED CLP |
| REVISED 1 AGENCY COMMENTS 3/31/23 | |
| SHEET TITLE SITE & UTILITY PLAN | |
| SHEET | |
| C3.0 | |
| ORIGINAL SHEET SIZE 24" x 36" | |

THE BEER GARDEN

SITE DEVELOPMENT PLAN

A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

ENGINEER IN CHARGE:



JESSE S. GOLDMAN, ARCHITECT

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THE BEER GARDEN
100 RICHMAN STREET

PROJECT
22168.000

DATE
3-31-23

DRAWN
BMS

CHECKED
CLP

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE
GRADING &
DRAINAGE PLAN

SHEET

C4.0

ORIGINAL SHEET SIZE
24" x 36"

LEGEND

| | |
|-----|----------------------------|
| --- | PROPERTY LINE/SECTION LINE |
| --- | RIGHT OF WAY |
| --- | PROPOSED LOT LINE |
| --- | PROPOSED UTILITY EASEMENT |
| --- | VERTICAL CURB |
| --- | EXISTING MAJOR CONTOUR |
| --- | EXISTING MINOR CONTOUR |
| --- | PROPOSED MAJOR CONTOUR |
| --- | PROPOSED MINOR CONTOUR |
| --- | PROPOSED STORM INLET |
| --- | PROPOSED SANITARY MANHOLE |
| --- | EXISTING SANITARY SEWER |
| --- | EXISTING GAS LINE |
| --- | EXISTING WATER LINE |
| --- | EXISTING TELEPHONE LINE |
| --- | STRUCTURE |
| --- | LANDSCAPING |
| --- | CONCRETE |
| --- | CRUSHER FINES |
| --- | MULCH - TYPE 1 |
| --- | 1-1/2" RIVER ROCK |
| --- | GROUND COVER |
| --- | 18" TALL STONE WALL |
| --- | 6" STONE WALL |

ALL PAVEMENT SECTIONS TO BE VERIFIED BY
THE PROJECT'S GEOTECHNICAL ENGINEER

4" PCC (4,000 PSI)

12" MOISTURE CONDITIONED
SUB-GRADE COMPACTED TO 98% S.P.

ON-SITE FLAT WORK

N.T.S.

8" PCC (4,000 PSI)

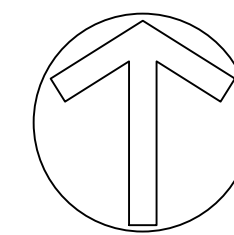
12" MOISTURE CONDITIONED
SUB-GRADE COMPACTED TO 98% S.P.

ON-SITE CONCRETE PAVING

N.T.S.

NOTES:

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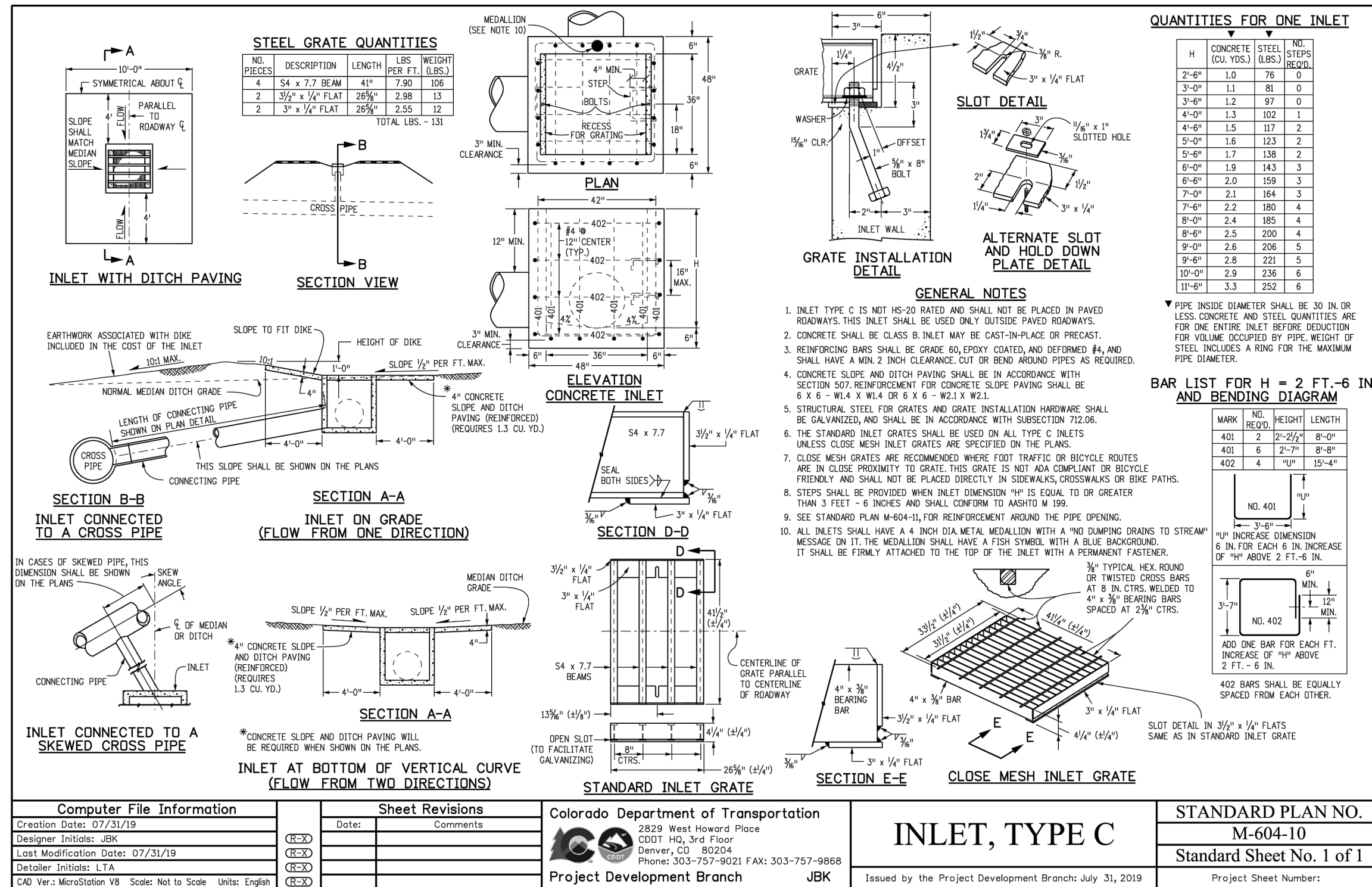


0 10 20 Feet

CONTACT INFORMATION

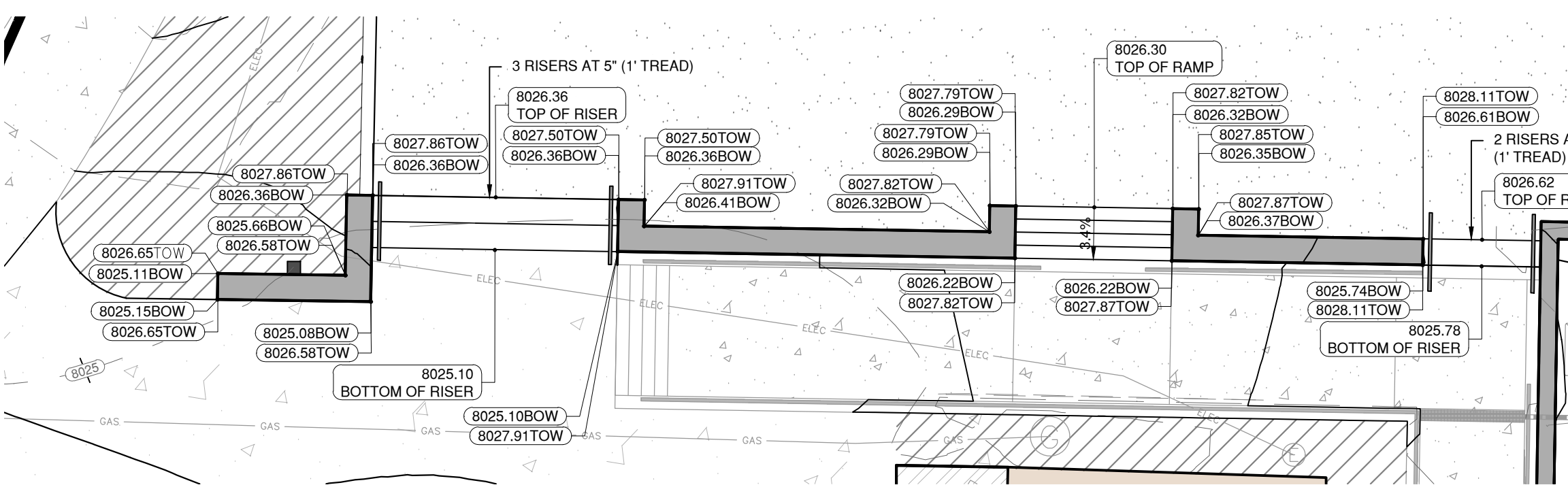
88 INVERNESS CIRCLE EAST, SUITE B-101
ENGLEWOOD, CO 80112
(720) 206-6931
CPERDUE@STRATEGICSITEDESIGNS.COM
ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.

STRATEGIC
SITE DESIGNS



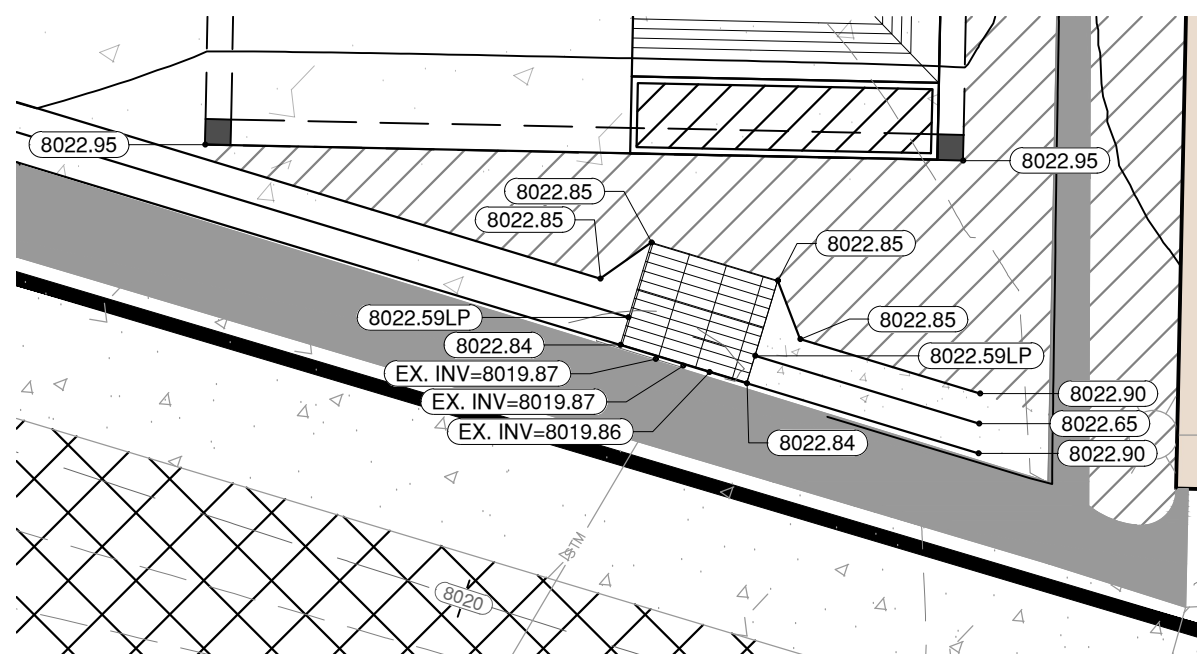
INLET, TYPE C DETAIL

SCALE: N/A



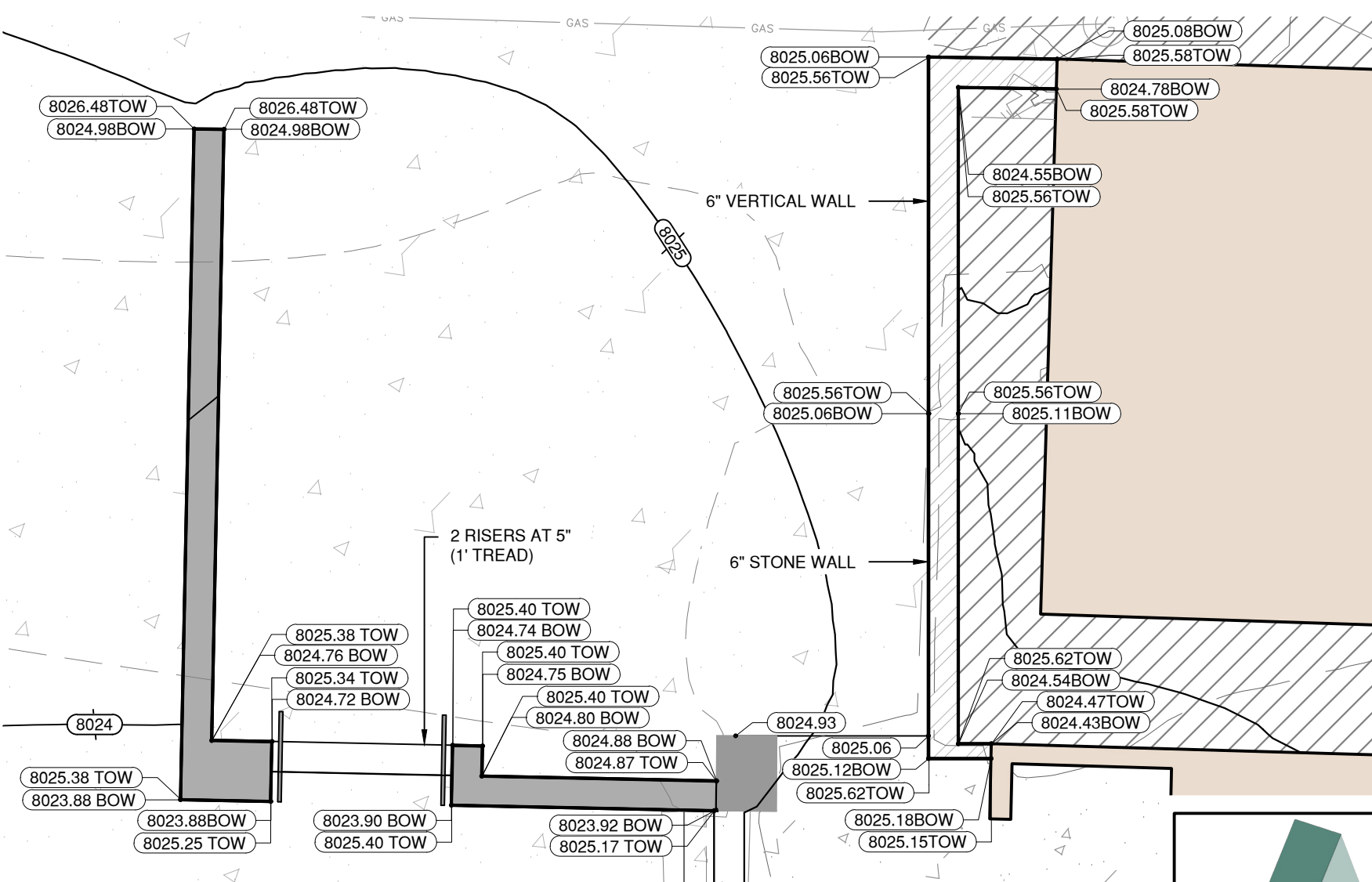
STONE WALL GRADING PLAN

SCALE: 1" = 5'



TYPE C INLET GRADING PLAN

SCALE: 1" = 5'



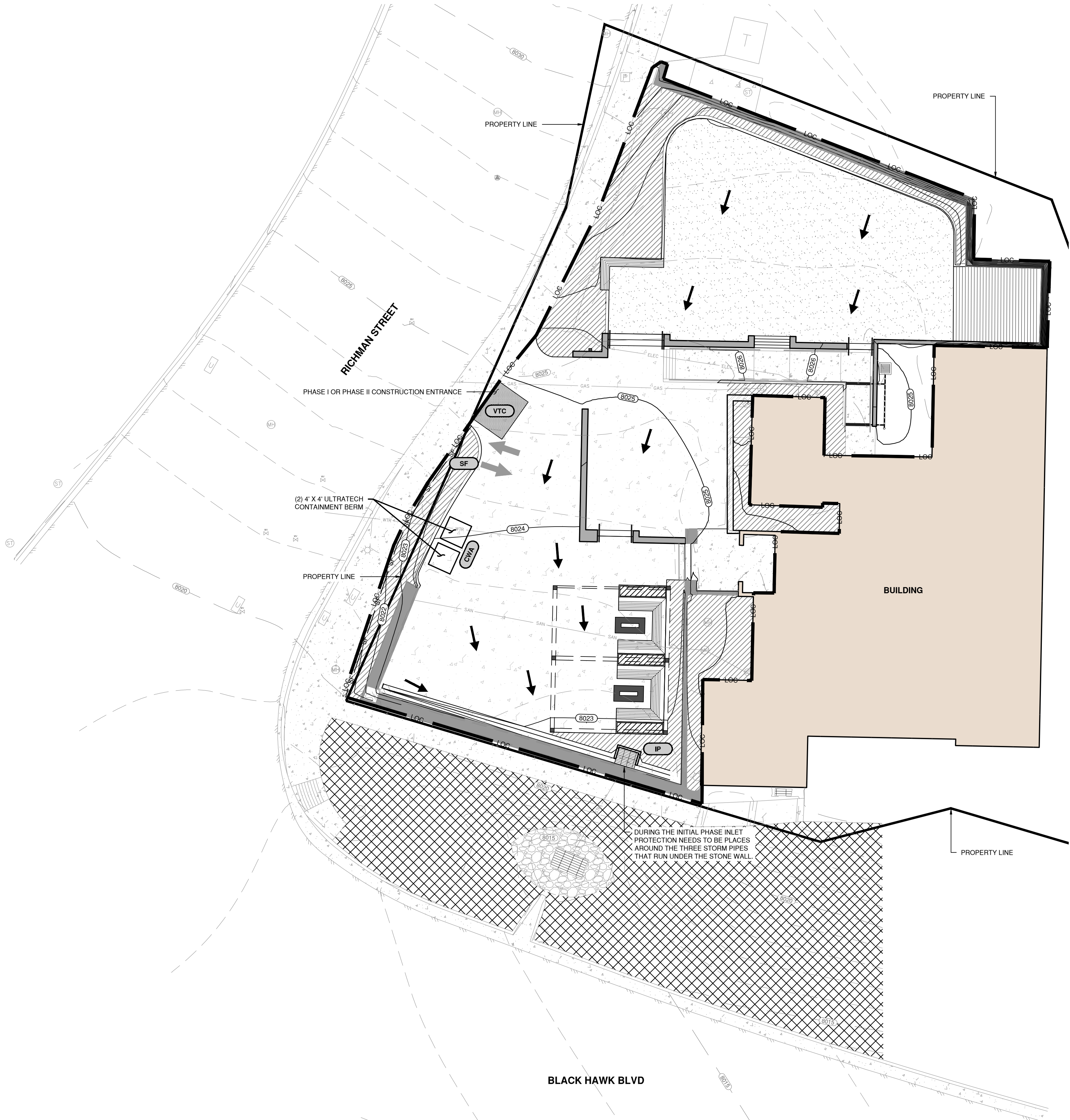
STONE WALL GRADING PLAN

SCALE: 1" = 5'

AMERISTAR-GRADING PLAN - GRADING AND DRAINAGE PLAN

SCALE: 1" = 10'

THE BEER GARDEN
SITE DEVELOPMENT PLAN
A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



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 - ALL EROSION CONTROL MEASURES AND BMP'S SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CURRENT UDFC STANDARDS.

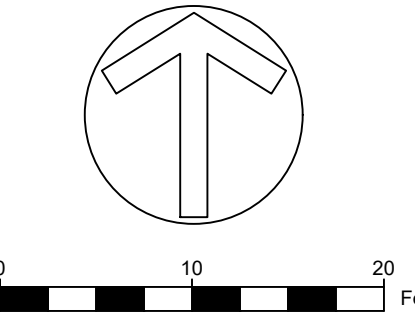
VTC NOTES:
CONTRACTOR TO ENSURE ALL WHEELS ARE FREE OF MUD AND DEBRIS PRIOR TO ENTERING THE HIGHWAY. IF REQUIRED, PROVIDE A WHEEL WASH LOCATION AND DRAIN TO AN APPROVED SEDIMENT TRAPPING DEVICE

CONSTRUCTION PHASING:
THIS EROSION CONTROL PLAN HAS BEEN DEVELOPED BASED UPON THE SCOPE OF CONSTRUCTION PROPOSED. THE IMPROVEMENTS WILL BE CONSTRUCTED IN TWO OR MORE PHASES, TO BE DETERMINED BY THE CONTRACTOR AND OWNER. DUE TO THE NEED TO KEEP ON-SITE FACILITIES OPEN THROUGHOUT CONSTRUCTION, MEASURES SHOWN HEREON MAY BE REVISED IN THE FIELD AS NEEDED, PROVIDED THAT NO SEDIMENT LADEN RUNOFF IS ALLOWED TO LEAVE THE SITE. ALL PROPOSED CHANGES SHALL BE COORDINATED WITH THE CITY OF BLACK HAWK GESC INSPECTION PERSONNEL.

ULTRATECH CONTAINMENT BERM SPECS:
DIMENSIONS - 4' W X 4' L
HEIGHT - 14 INCHES
MATERIAL - POLYETHYLENE
MATERIAL THICKNESS - 10 MIL
SPILL CAPACITY, GAL. - 139 GAL
SUPPORTS EPA COMPLIANCE - YES
SUPPORTS SPCC COMPLIANCE - YES
UNSPSC - 24101907
SELLER - GRAINGER

LEGEND

| | |
|--|------------------------|
| | VERTICAL CURB |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |
| | PROPOSED MAJOR CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | PROPOSED STORM INLET |
| | STRUCTURE |
| | LANDSCAPING |
| | CONCRETE |
| | CRUSHER FINES |
| | MULCH - TYPE 1 |
| | |



STRATEGIC SITE DESIGNS

CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE B-101
ENGLEWOOD, CO 80112
(720) 206-6931
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ENGINEER IN CHARGE:

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(303) 962-9164

BLACK HAWK, CO

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THE BEER GARDEN
100 RICHMAN STREET

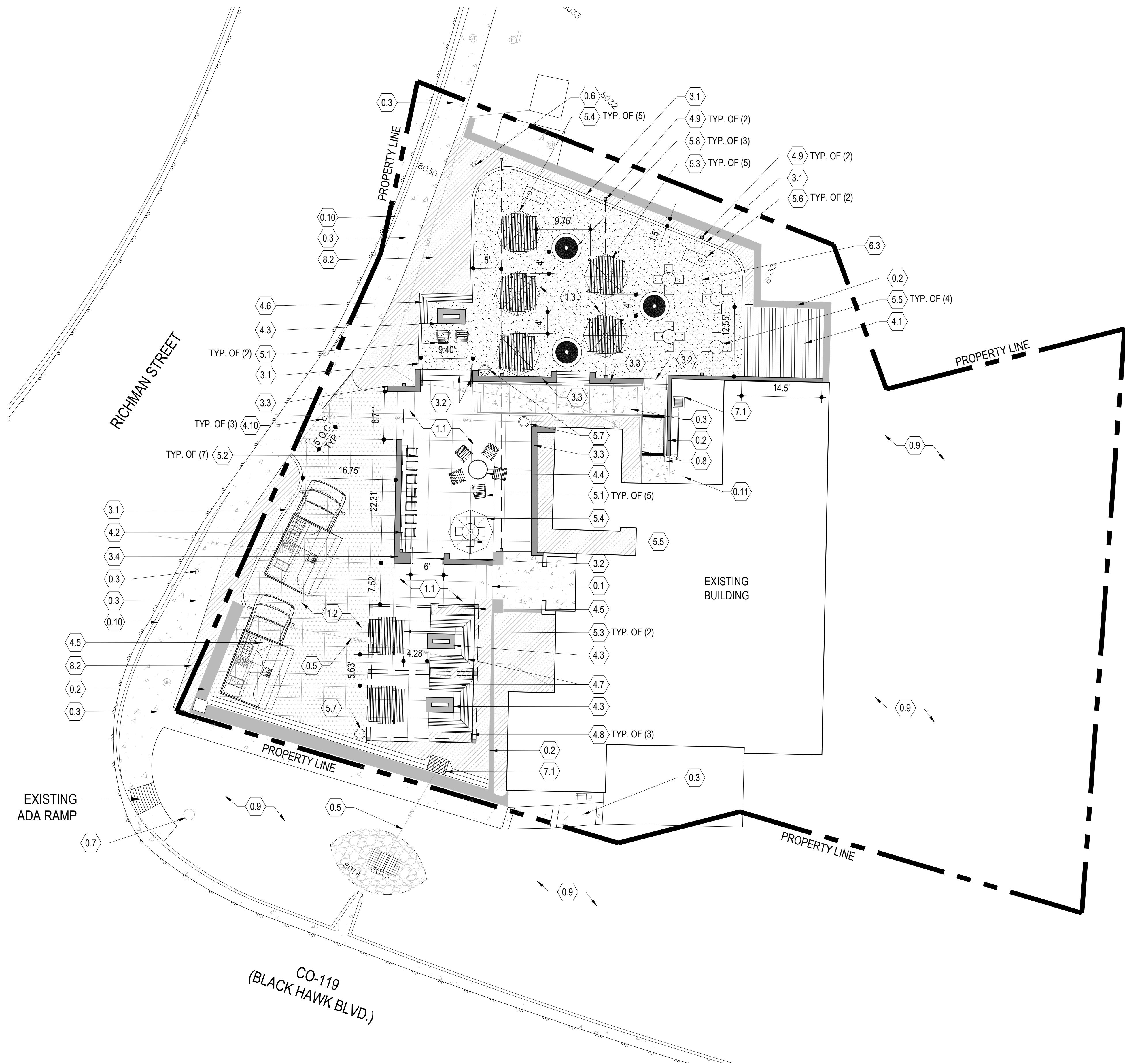
PROJECT: 22168.000
DATE: 3-31-23
DRAWN: BMS
CHECKED: CLP

REVISED:
1 AGENCY COMMENTS 3/31/23

SHEET TITLE
EROSION CONTROL PLAN

SHEET

C5.0
ORIGINAL SHEET SIZE
24" x 36"



MATERIAL LEGEND:

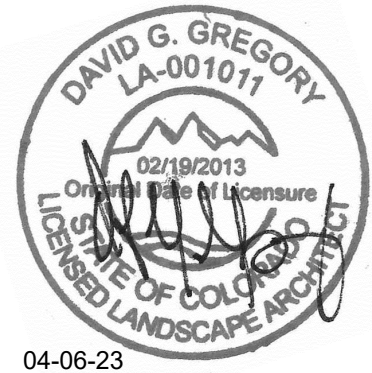
- PROPERTY LINE
- STONE WALL
- 4" COLORED CONCRETE PAVING W/ SAW CUT JOINTS
FINISH: LIGHT ACID ETCH
COLOR: DAVIS COLOR 5237 - SAN DIEGO BUFF
- 6" COLORED CONCRETE PAVING W/ SAW CUT JOINTS
FINISH: LIGHT ACID ETCH
COLOR: DAVIS COLOR 5237 - SAN DIEGO BUFF
- EXISTING CONCRETE PAVING
- CRUSHER FINES
COLOR: TAN
- MULCH - TYPE I
1-1/2" HORIZON RIVER ROCK. COLOR: TAN

KEYNOTES:

| | EXISTING CONDITIONS | DTL./SHT. # |
|-----|--------------------------------------|-------------|
| 0.0 | 0.1 EXISTING STAIRS | - |
| | 0.2 EXISTING WALL | - |
| | 0.3 EXISTING CONCRETE | - |
| | 0.4 EXISTNG STONE COLUMN | - |
| | 0.5 EXISTNG UTILITIES | - |
| | 0.6 EXISTING LIGHT POLE | - |
| | 0.7 EXISTNG TRAFFIC SIGNAL POLE | - |
| | 0.8 EXISTNG RAILING | - |
| | 0.9 EXISTNG LANDSCAPE | - |
| | 0.10 EXISTNG CURB & GUTTER | - |
| | 0.11 EXISTNG LANDSCAPE ROCK | - |
| 1.0 | PAVING | |
| | 1.1 4" CONC. PAVING W/ SAWCUT JOINTS | 1 / L3.1 |
| | 1.2 6" CONC. PAVING W/ SAWCUT JOINTS | 1 / L3.1 |
| | 1.3 CRUSHER FINES | 2 / L3.1 |
| 2.0 | JOINTING | |
| | 2.1 SEALED EXPANSION JOINT | - |
| | 2.2 SAW CUT CONTROL JOINT | - |
| 3.0 | CURBS, EDGERS & STEPS | |
| | 3.1 CONCRETE CURB | RE: CIVIL |
| | 3.2 CONCRETE STAIRS | 3 / L3.1 |
| | 3.3 STONE RETAINING WALL | 6 / L3.1 |
| 4.0 | SITE AMENITIES | |
| | 4.1 COMPOSITE WOOD DECK | 3 / L3.2 |
| | 4.2 BAR HEIGHT DRINK LEDGE | 1 / L3.3 |
| | 4.3 RECTANGULAR FIRE PIT | 7 / L3.1 |
| | 4.4 CIRCULAR FIRE PIT | 8 / L3.1 |
| | 4.5 SHADE STRUCTURE | 1 / L3.2 |
| | 4.6 CUSTOM WOOD SEATING | 5 / L3.1 |
| | 4.7 CUSTOM WOOD SEATING W/ BACK | 4 / L3.1 |
| | 4.8 CORTEN STEEL PLANTER | 2 / L3.3 |
| | 4.9 CATENARY LIGHTS POLE | 3 / L3.3 |
| | 4.10 REMOVABLE BOLLARD | 4 / L3.3 |
| 5.0 | SITE FURNISHINGS | |
| | 5.1 ADIRONDACK CHAIRS | 1 / L3.4 |
| | 5.2 BAR HEIGHT STOOLS | 2 / L3.4 |
| | 5.3 PICNIC TABLE | 3 / L3.4 |
| | 5.4 UMBRELLA | 4 / L3.4 |
| | 5.5 MOVABLE TABLE & CHAIRS | 5 / L3.4 |
| | 5.6 CORNHOLE BOARDS | - |
| | 5.7 TRASH RECEPTACLE | 6 / L3.4 |
| | 5.8 TREE GRATE | 5 / L3.2 |
| 6.0 | LIGHTING / ELECTRICAL | |
| | 6.1 CATENARY STRING LIGHTS | RE: ELEC |
| 7.0 | DRAINAGE | |
| | 7.1 DRAIN INLET | RE: CIVIL |
| | 7.2 CONCRETE PAN | RE: CIVIL |
| 8.0 | PLANTING - SEE SHEET L2.1 | |
| | 8.1 WOOD MULCH | |

SITE ELEMENTS LEGEND:

- FOOD/BEVERAGE TRUCKS
- HARVEST TABLE
- UMBRELLA
- FIRE PIT
- CORTEN STEEL PLANTER
- ADIRONDACK CHAIR
- MOVABLE TABLE & CHAIRS
- CORN HOLE BOARD
- BAR HEIGHT STOOLS



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THE BEER GARDEN
100 RICHMAN STREET
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| | |
|-----------|---------|
| PROJECT | DATE |
| 22168.000 | 3-31-23 |
| DRAWN | CHECKED |
| PJP | JGM |

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE
Layout & Materials Plan

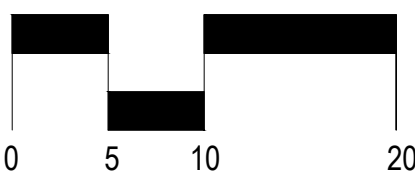
SHEET

L1.1
ORIGINAL SHEET SIZE
24" x 36"

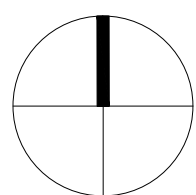
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L1.1

LAYOUT & MATERIALS PLAN

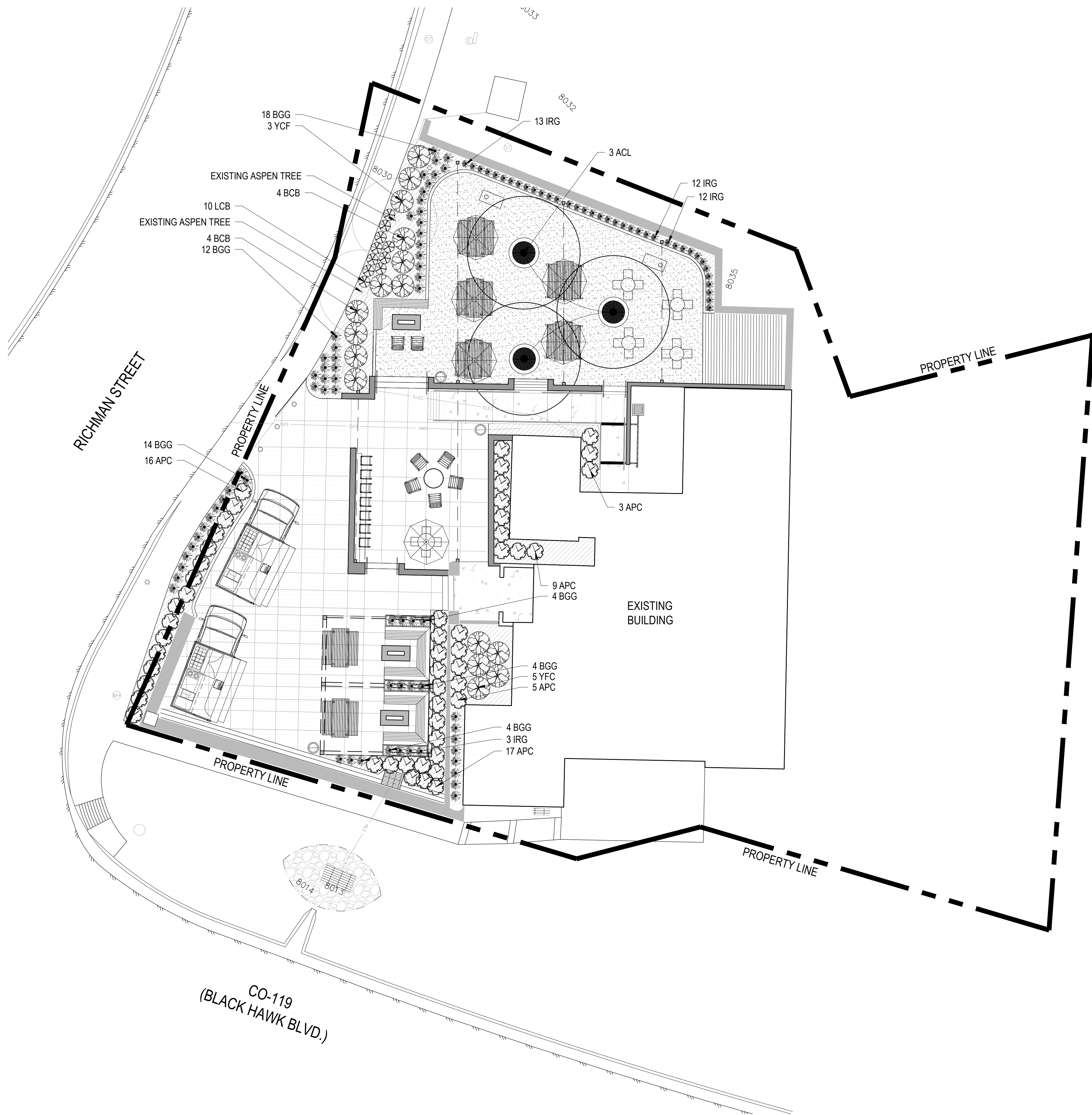
SCALE: 1" = 10'



SCALE: 1"=10'



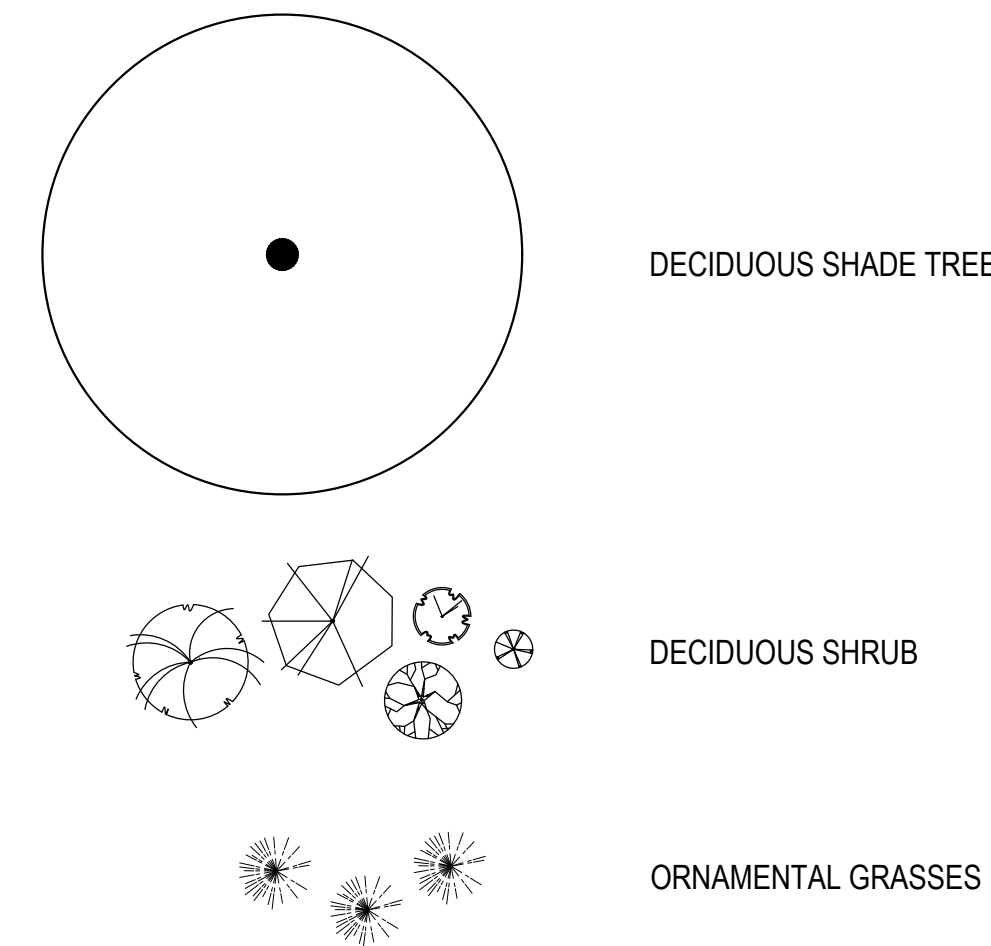
NORTH

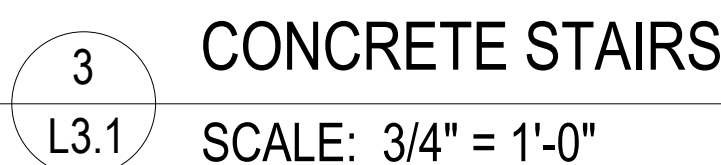
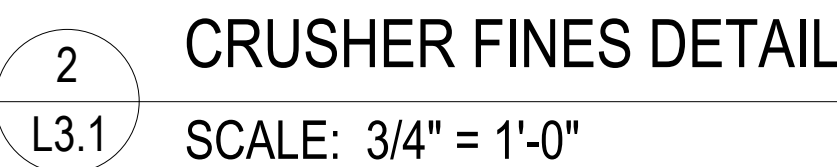
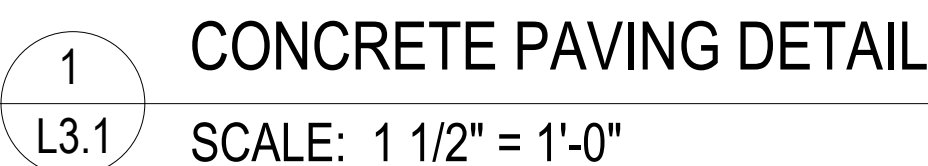
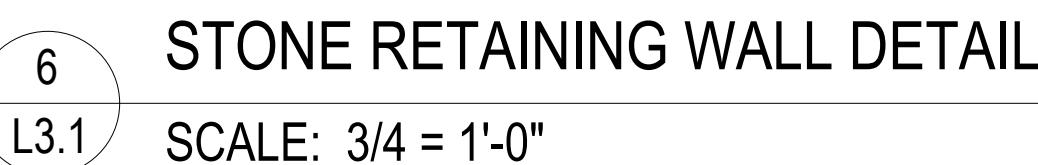
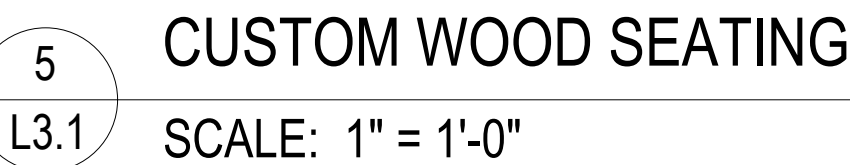
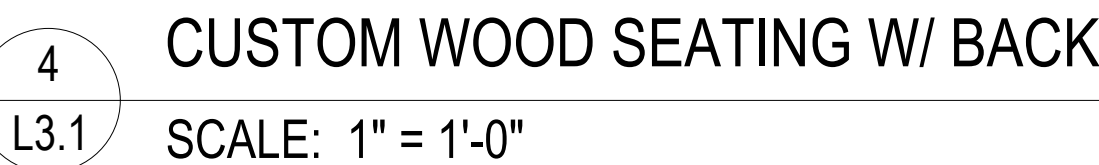
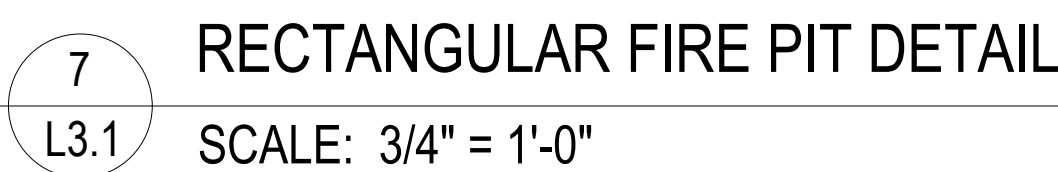


PLANTING SCHEDULE:

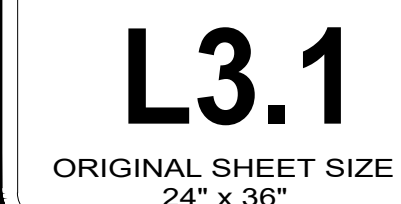
| KEY | BOTANICAL NAME | COMMON NAME | QUANTITY | SIZE | SPACING | HEIGHT | WIDTH | WATER |
|--------------------|---------------------------------|----------------------------|----------|-----------|----------|----------|--------|-------|
| ACL | <i>Ulmus x 'Accolade'</i> | Accolade Elm | 3 | 2.5" cal. | as shown | 60 - 75' | 35-45' | M |
| DECIDUOUS SHRUBS | | | | | | | | |
| APC | <i>Ribes alpinum</i> | Alpine Currant | 50 | #5 | 3' o.c. | 3-6' | 3-6' | L |
| YFC | <i>Ribes aureum</i> | Yellow Flowering Currant | 5 | #5 | 4' o.c. | 4-6' | 4-6' | L |
| BCB | <i>Aronia melanocarpa elata</i> | Black Chokeberry | 8 | #5 | 4' o.c. | 5-8' | 4-6' | L |
| LCB | <i>Aronia melanocarpa</i> | Low Scape Mound Chokeberry | 10 | #5 | 2' o.c. | 2' | 2' | L |
| ORNAMENTAL GRASSES | | | | | | | | |
| BGG | <i>Bouteloua gracilis</i> | Blue Grama Grass | 56 | #1 | 18" o.c. | 1-2' | 1-2' | L |
| IRG | <i>Achnatherum hymenoides</i> | Indian Ricegrass | 40 | #1 | 18" o.c. | 15-18" | 12-18" | L |

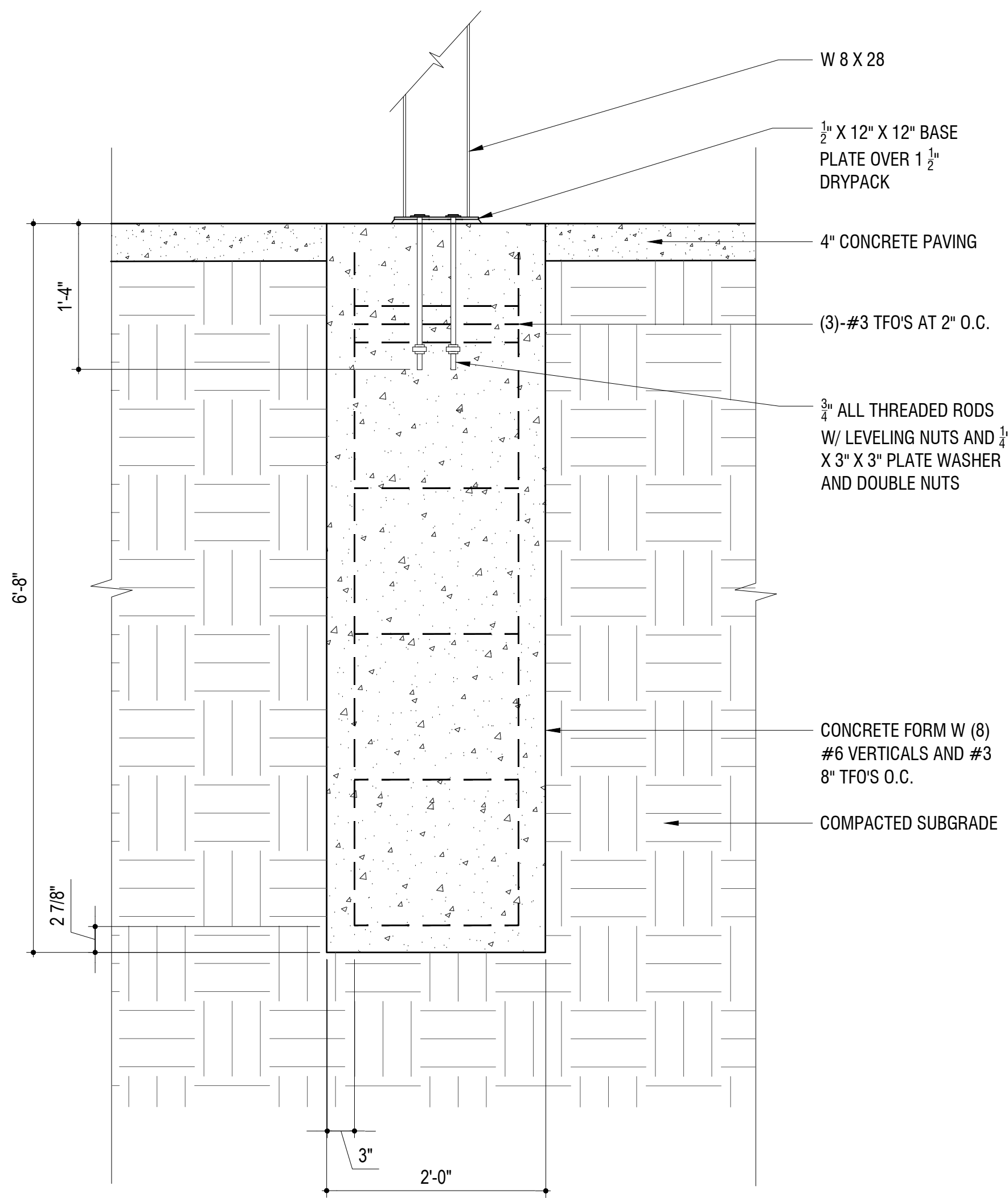
PLANTING LEGEND:



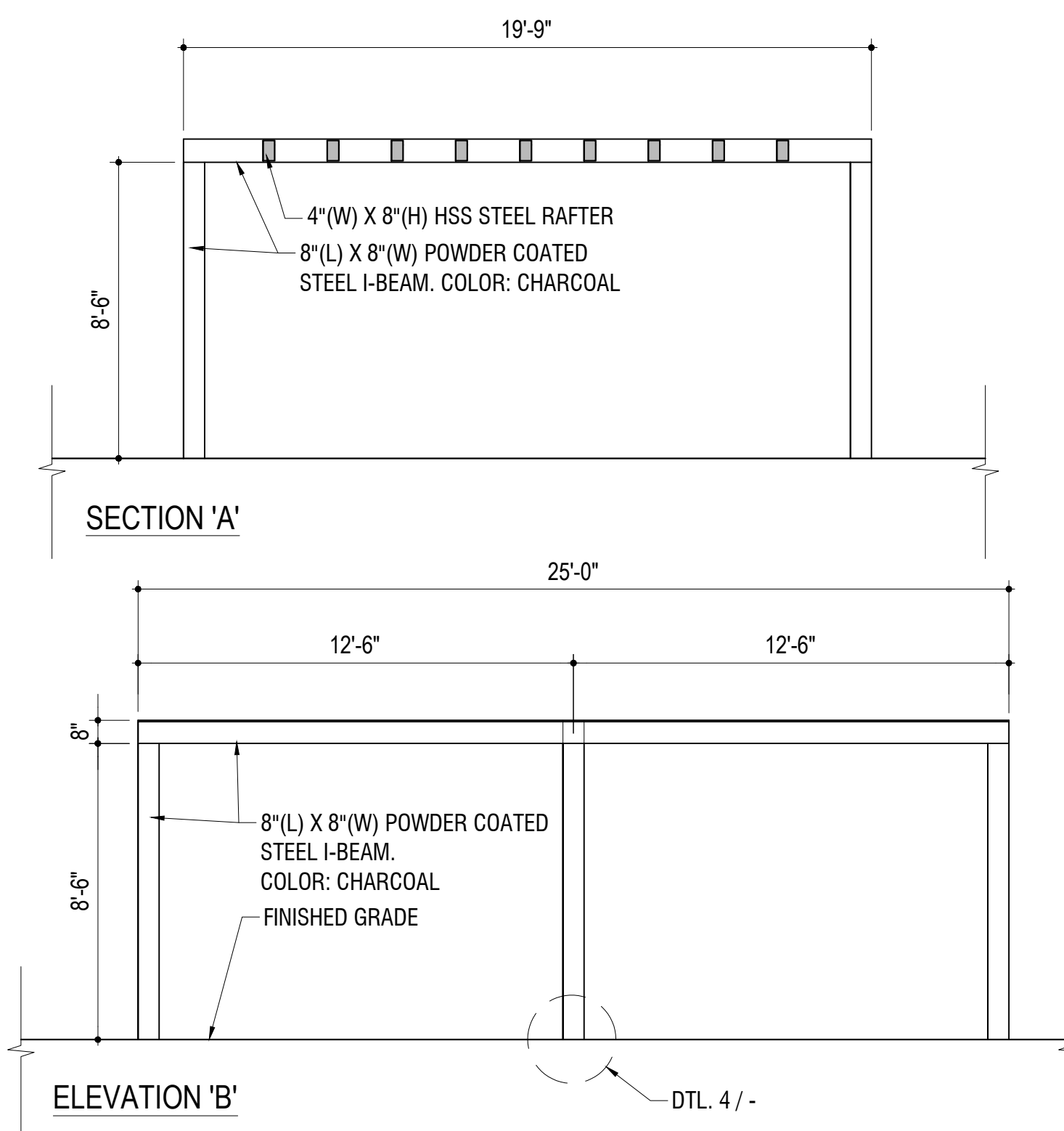


CSHOA

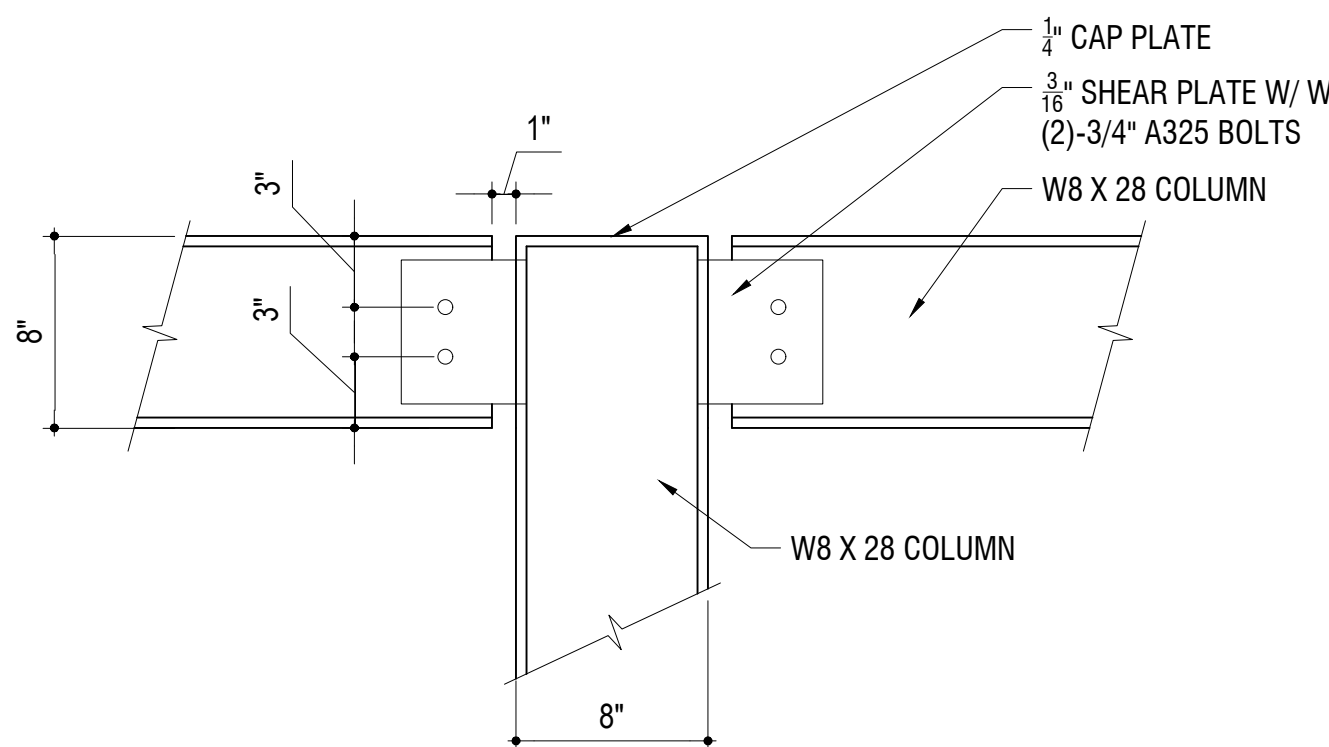
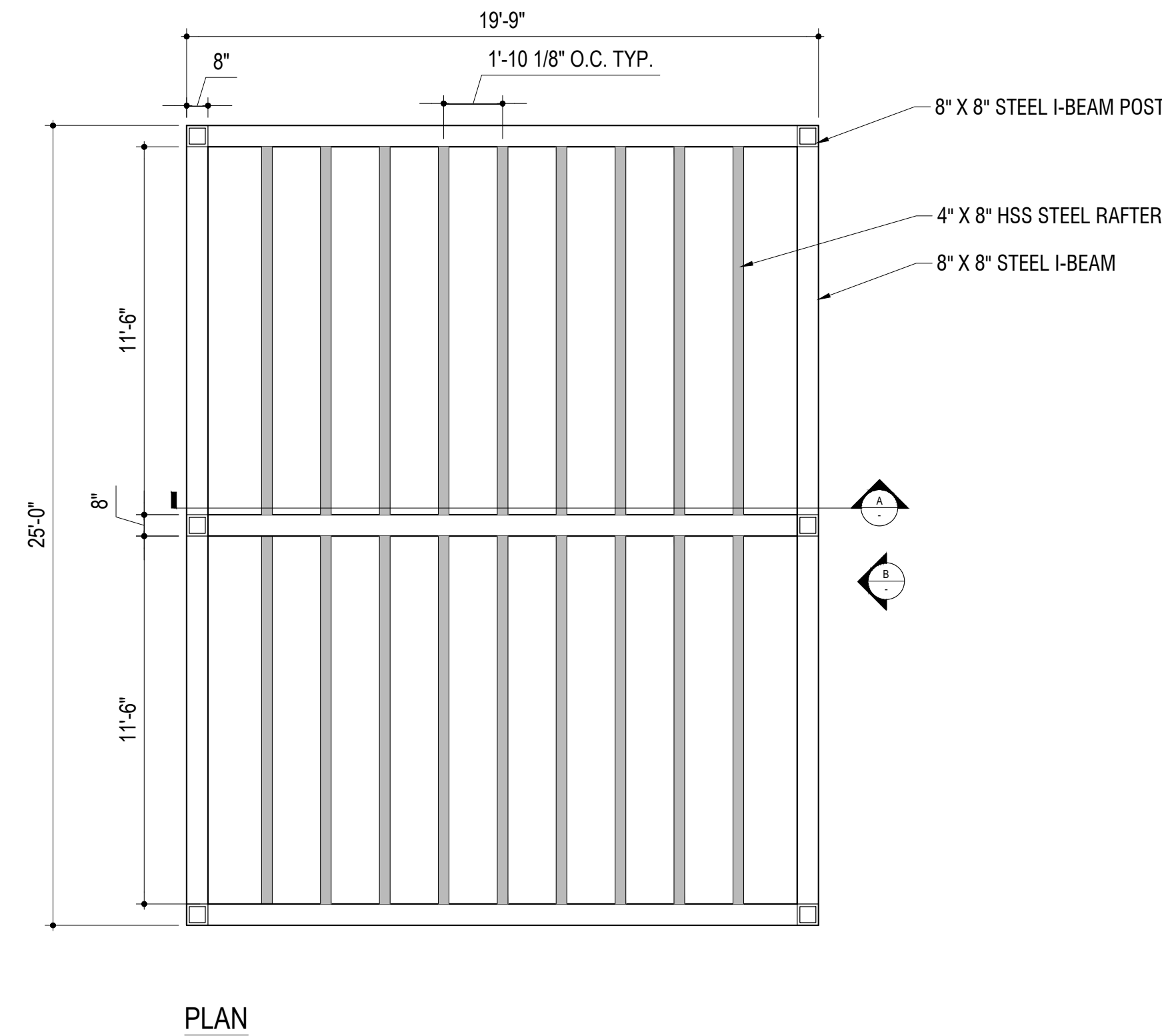




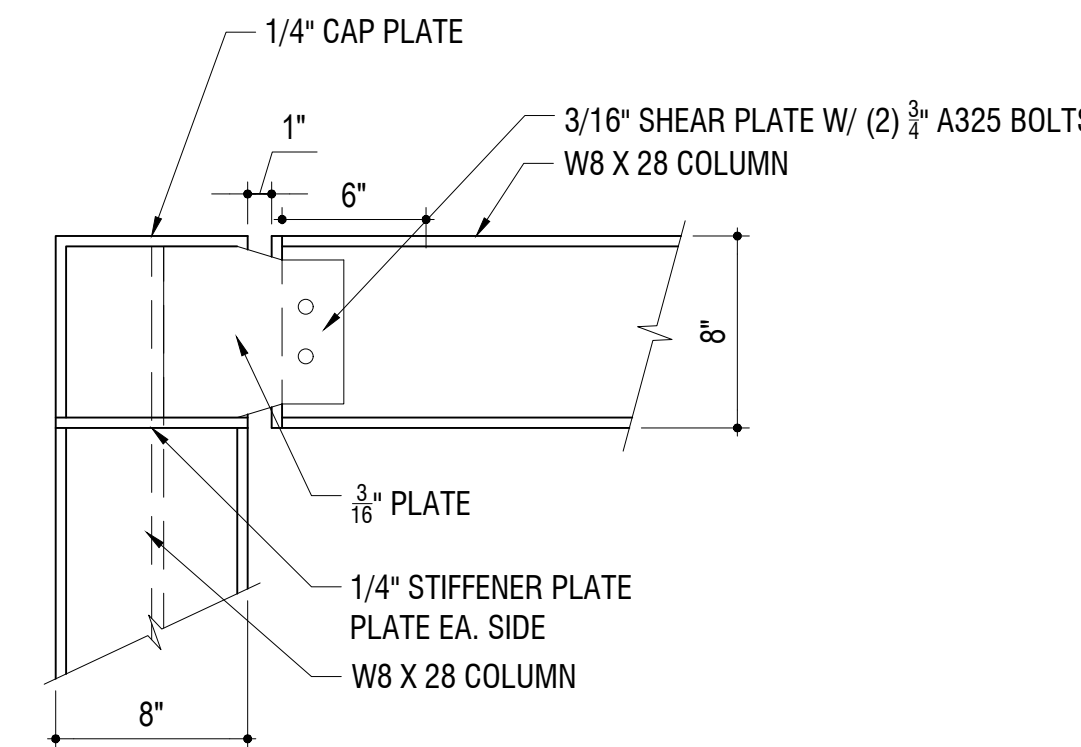
4 SHADE STRUCTURE FOOTING
L3.2 SCALE: 1" = 1'-0"



1 SHADE STRUCTURE
L3.2 SCALE: 1/4" = 1'-0"

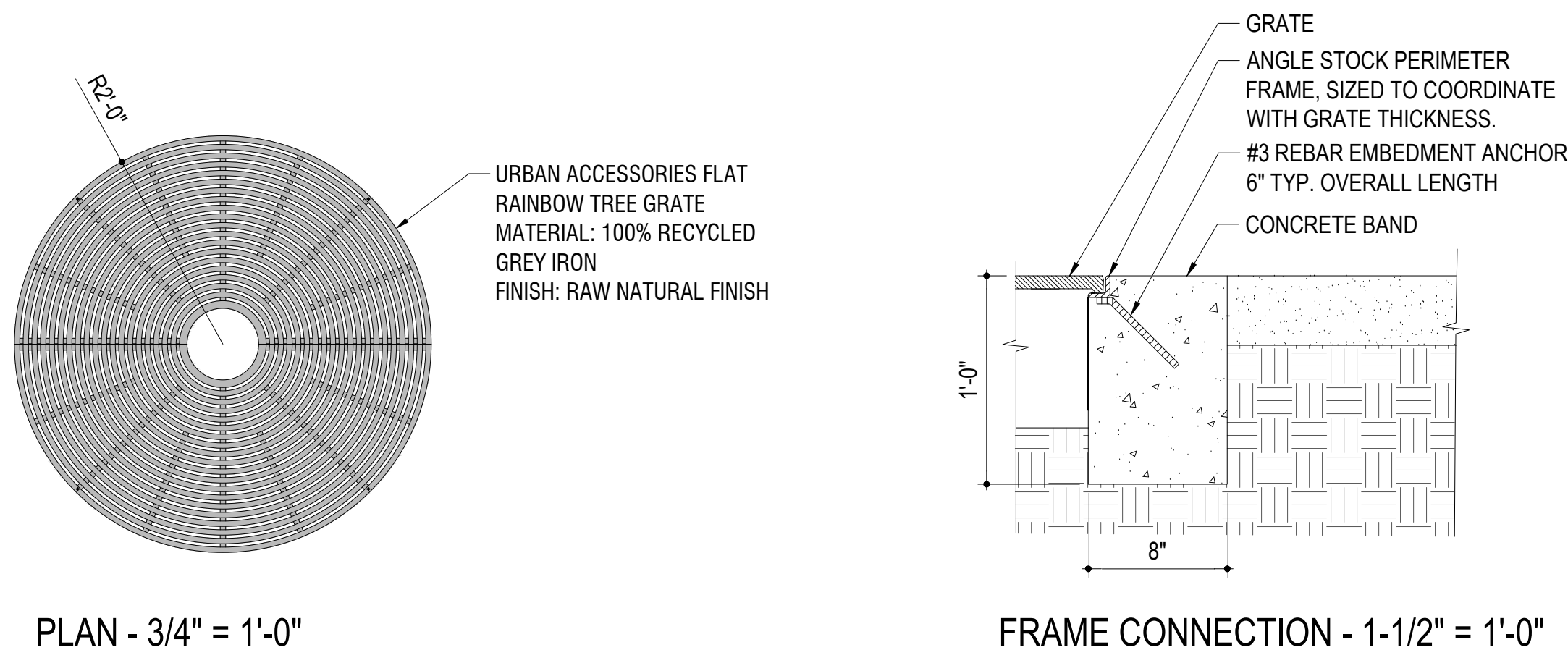


A - TYPICAL PERGOLA BEAM / COLUMN CONNECTION

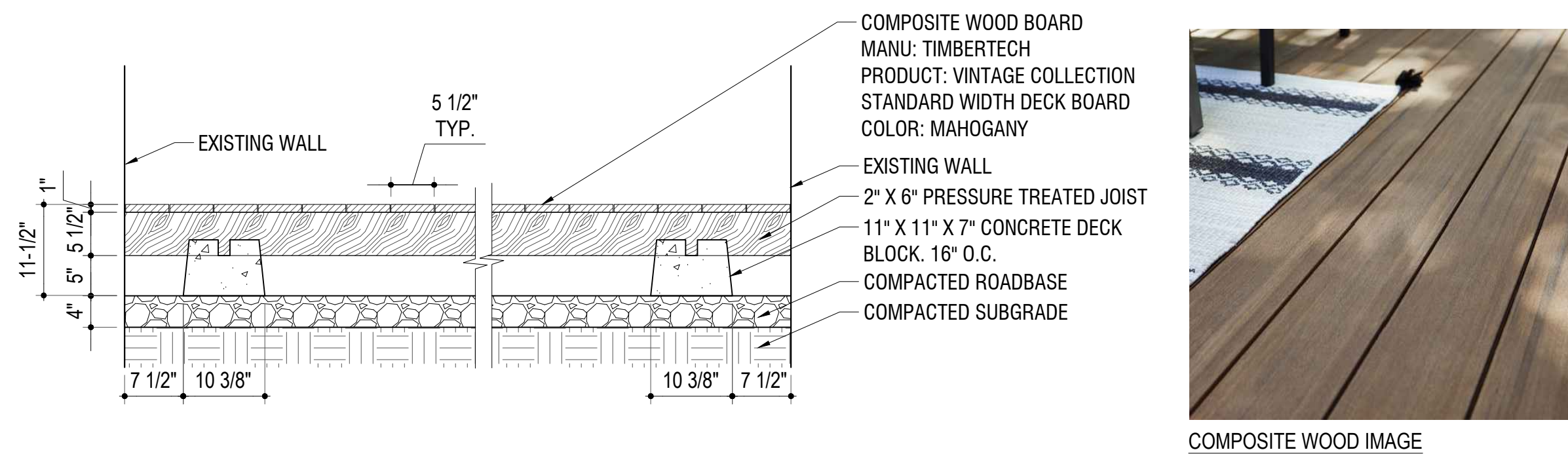


B - TYPICAL PERGOLA BEAM / COLUMN CONNECTION

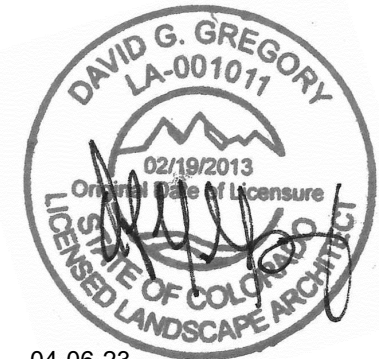
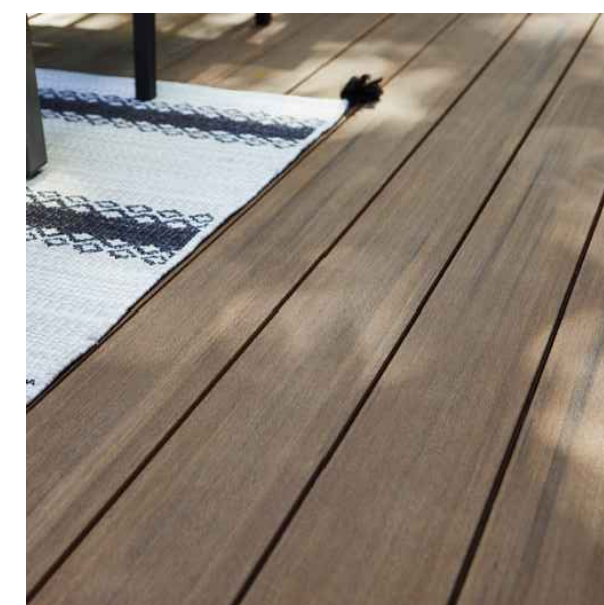
2 SHADE STRUCTURE CONNECTIONS DETAIL
L3.2 SCALE: 1-1/2" = 1'-0"



5 TREE GRATE DETAIL
L3.2 SCALE: VARIES



3 COMPOSITE WOOD DECK DETAIL
L3.2 SCALE: 3/4" = 1'-0"



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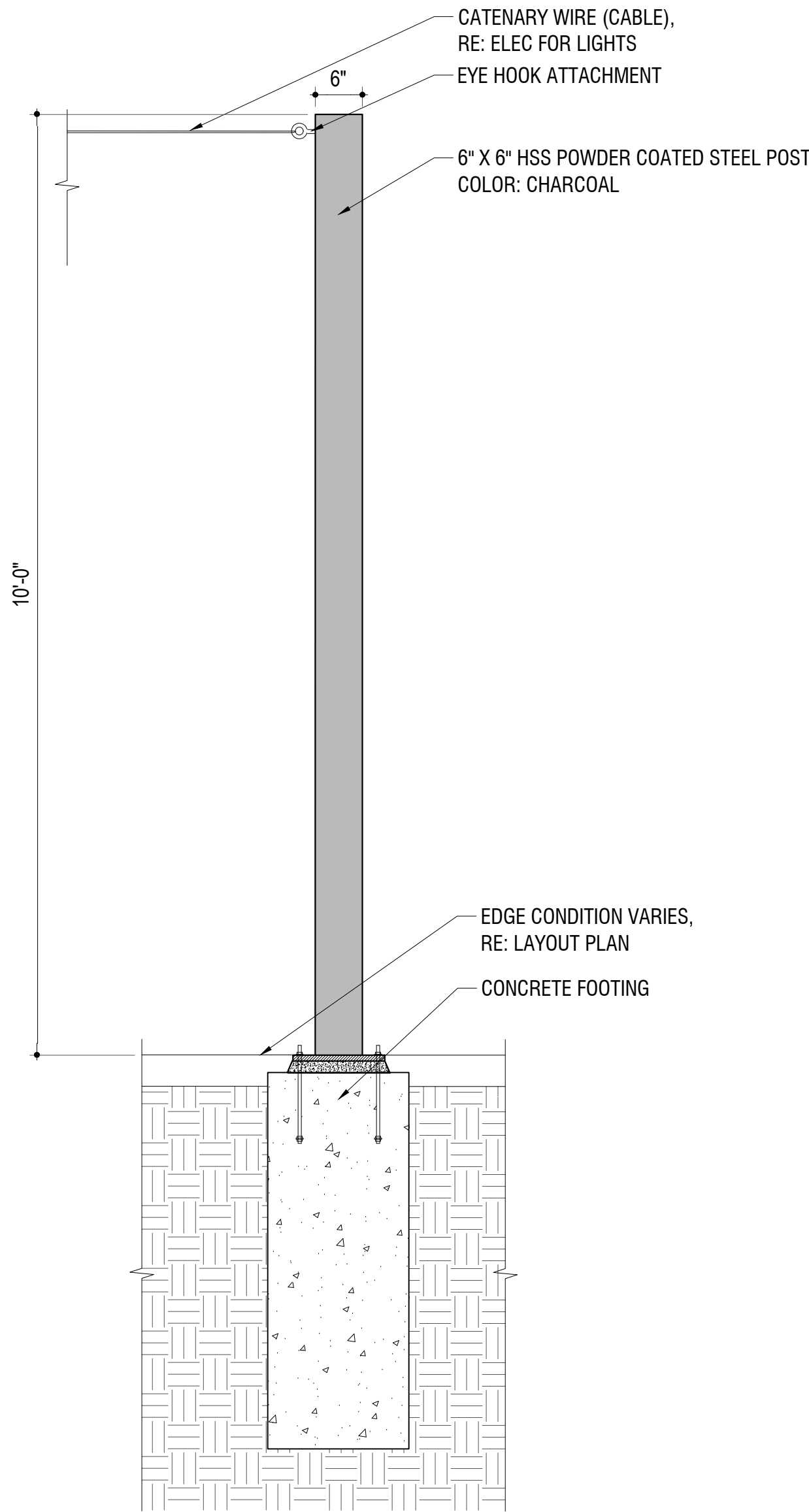
THE BEER GARDEN
100 RICHMAN STREET
CSHQA

PROJECT 22168.000 DATE 3-31-23
DRAWN PJP CHECKED JGM

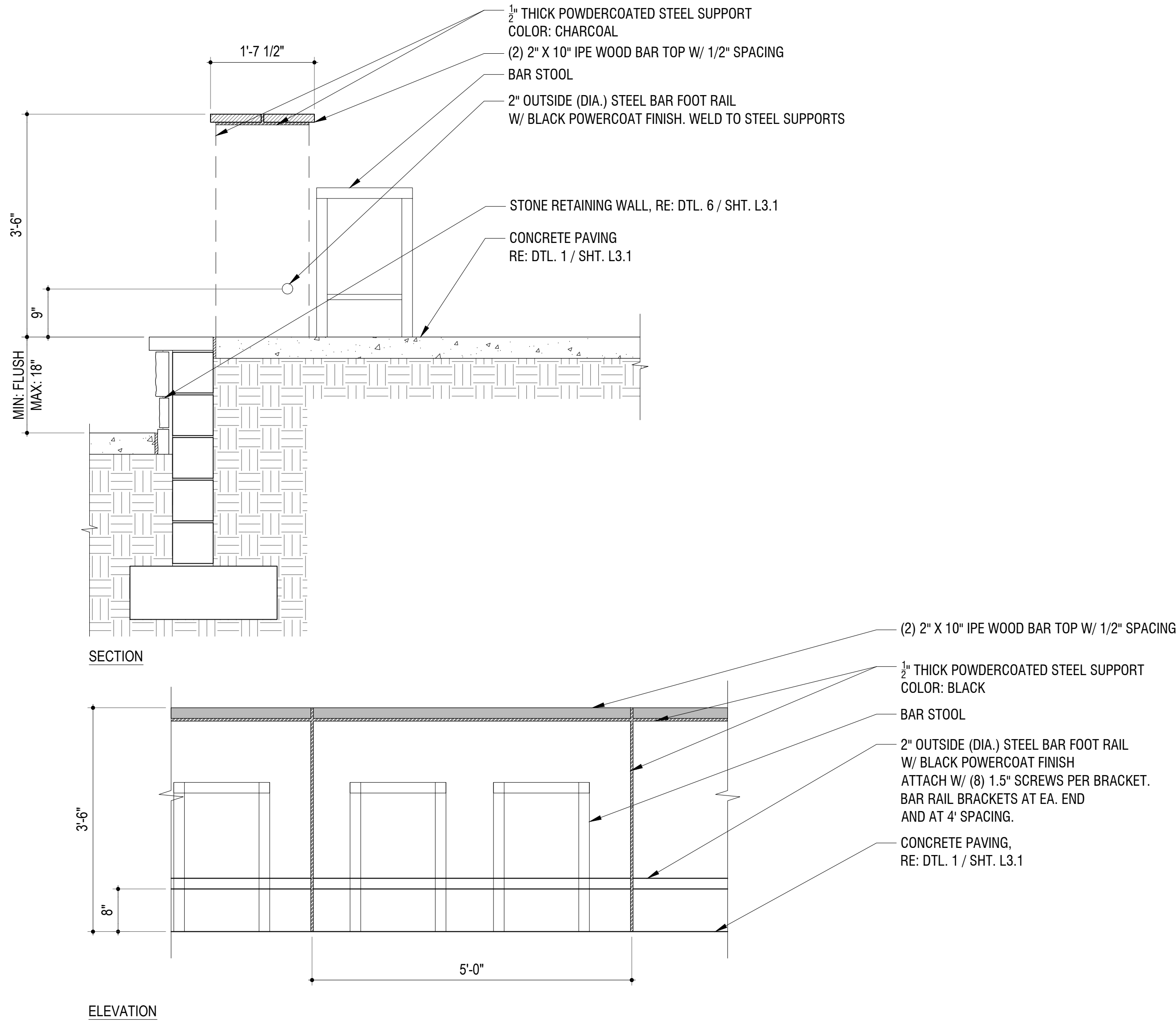
REVISED 1 AGENCY COMMENTS 3/31/23

SHEET TITLE
Site Details

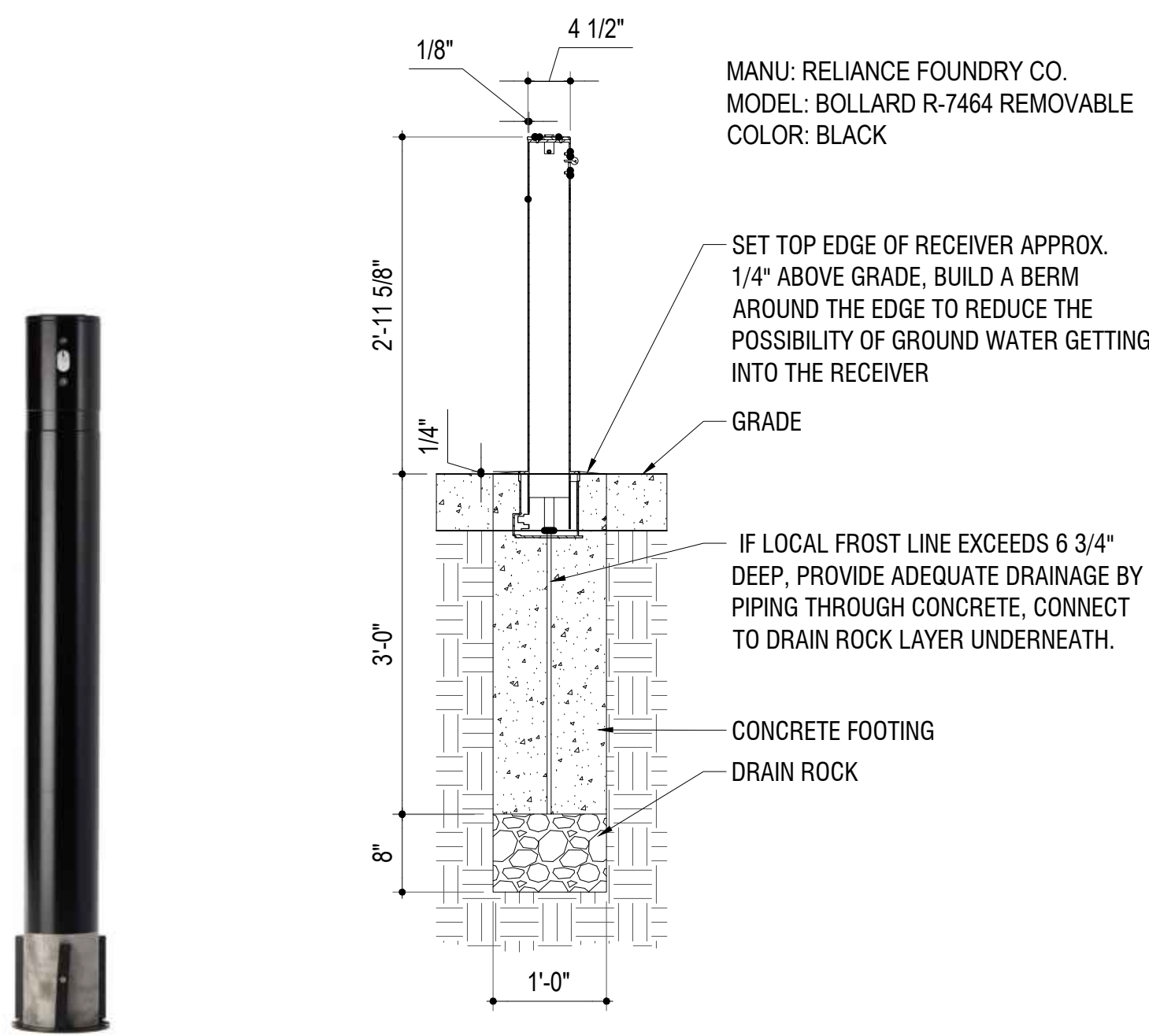
SHEET
L3.2
ORIGINAL SHEET SIZE 24" x 36"



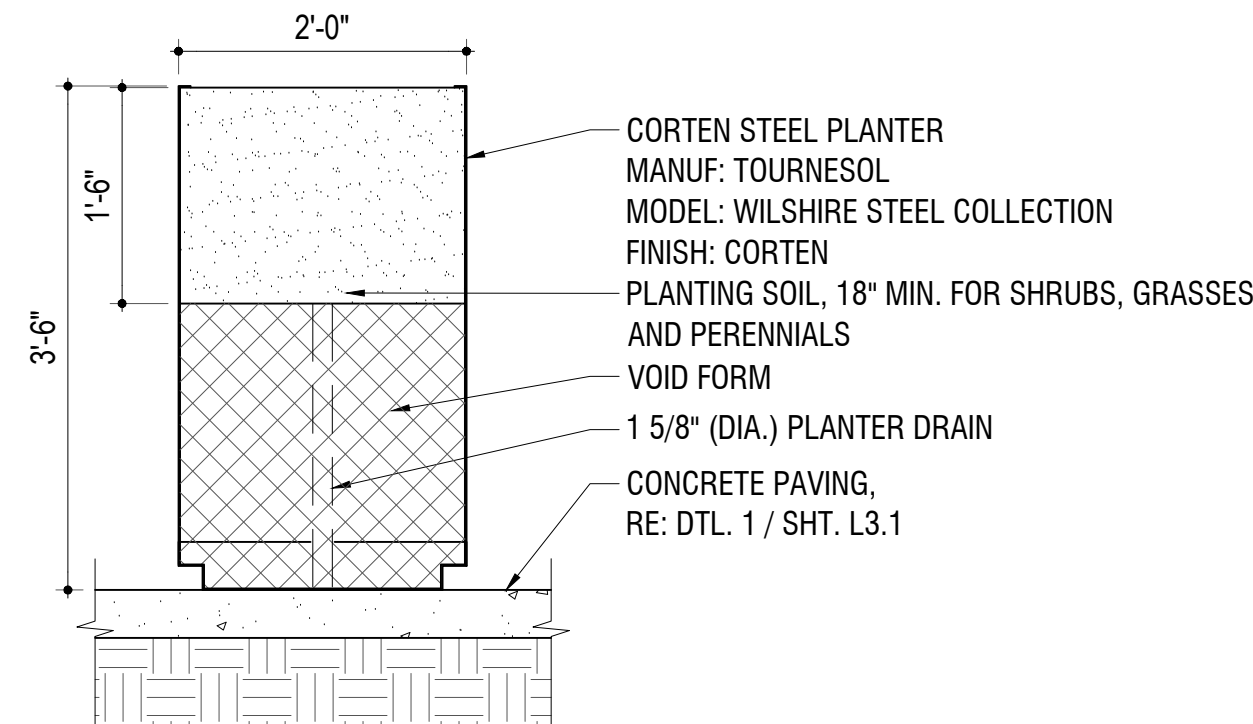
3
L3.3 CATENARY LIGHTS POLE DETAIL
SCALE: 3/4" = 1'-0"



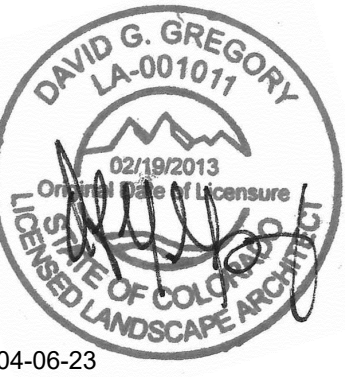
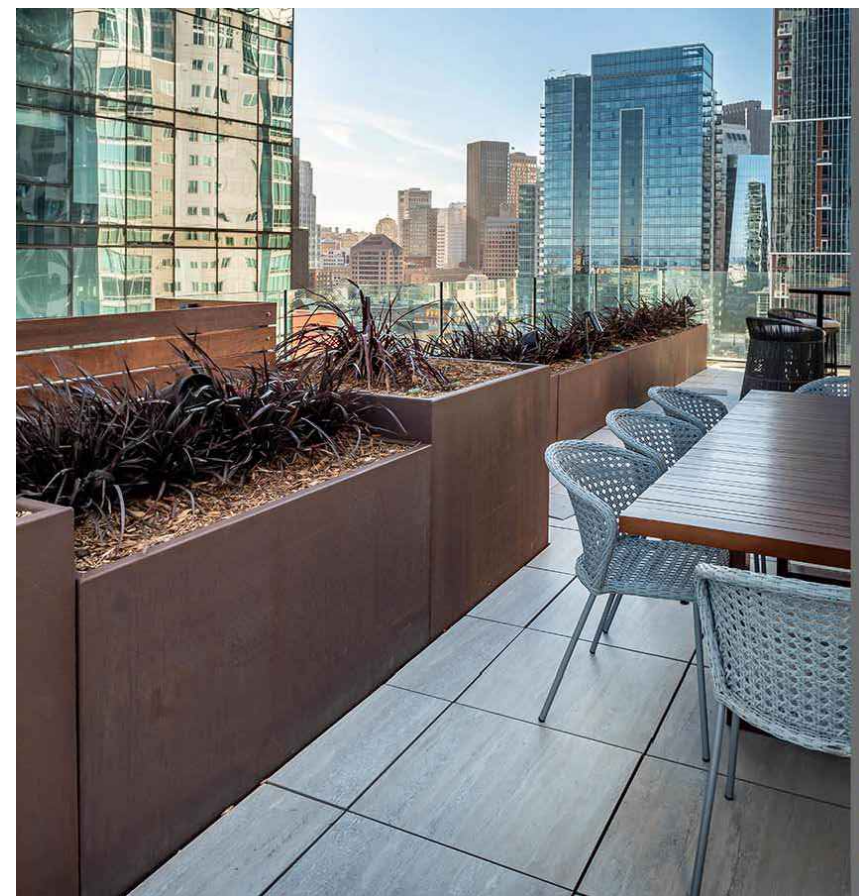
1
L3.3 BAR HEIGHT DRINK LEDGE DETAIL
SCALE: 3/4" = 1'-0"



4
L3.3 REMOVABLE BOLLARD DETAIL
SCALE: 3/4" = 1'-0"



2
L3.3 CORTEN STEEL PLANTER
SCALE: 3/4" = 1'-0"



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100 RICHMAN STREET

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PROJECT
22168.000
DRAWN
PJP

DATE
3-31-23
CHECKED
JGM

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE

SHEET

L3.3
ORIGINAL SHEET SIZE
24" x 36"



POST MATERIAL:
POWDERCOATED STEEL
COLOR: BLACK

UMBRELLA FABRIC: SUNBRELLA
FABRIC
COLOR: OFF-WHITE

4
L3.4

UMBRELLA
SCALE: NTS



MATERIAL: METAL
FINISH: POWDERCOATED
COLOR: STEEL

5
L3.4

MOVABLE TABLE & CHAIRS
SCALE: NTS



MATERIAL: METAL
FINISH: POWDERCOATED
COLOR: BLACK

6
L3.4

TRASH RECEPTACLE
SCALE: NTS



MATERIAL: HIGH DENSITY HDPE
W/ ALUMINUM FRAME
COLOR: GRAY

1
L3.4

ADIRONDACK CHAIR
SCALE: NTS



MATERIAL: CAST ALUMINUM
FINISH: POWDERCOATED
COLOR: GRAY

2
L3.4

BAR HEIGHT STOOLS
SCALE: NTS



FRAME MATERIAL:
POWDERCOATED ALUMINUM
SEAT MATERIAL: THERMALLY
MODIFIED ASH

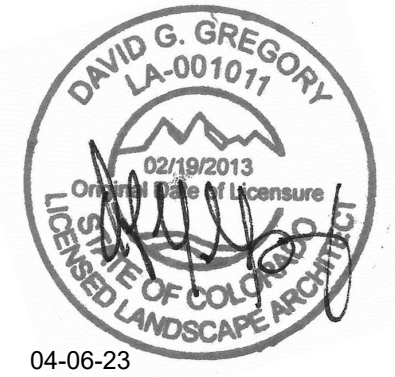
POWDERCOAT COLOR: BLACK

3
L3.4

PICNIC TABLE
SCALE: NTS

NOTE:

THE EQUIPMENT AND FURNISHINGS IDENTIFIED ON THIS DRAWING REPRESENT A "BASIS-OF-DESIGN" FOR THIS APPLICATION. THE APPLICANT RESERVES THE RIGHT TO MAKE LIMITED PROCUREMENT ADJUSTMENTS BASED ON MANUFACTURER SELECTION AND PRODUCT AVAILABILITY.



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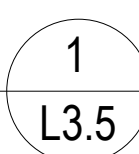
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|----------------------|-----------------|
| PROJECT 22168.000 | DATE 3-31-23 |
| DRAWN PJP | CHECKED JGM |

| | |
|------------------------------|---------|
| REVISED 1 AGENCY COMMENTS | 3/31/23 |
|------------------------------|---------|

SHEET TITLE
**Site
Furnishing
Details**

SHEET

L3.4
ORIGINAL SHEET SIZE
24" x 36"



SCALE: NTS

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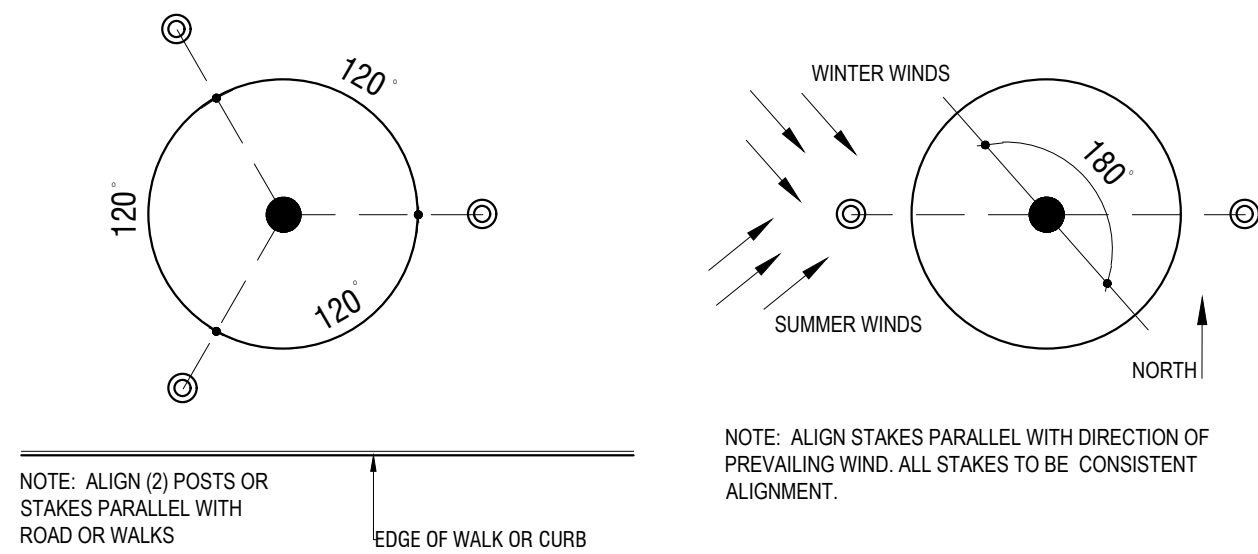
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CSHQ

AGENCY COMMENTS 3/31/23

SHEET

L3.5
ORIGINAL SHEET SIZE
24" x 36"

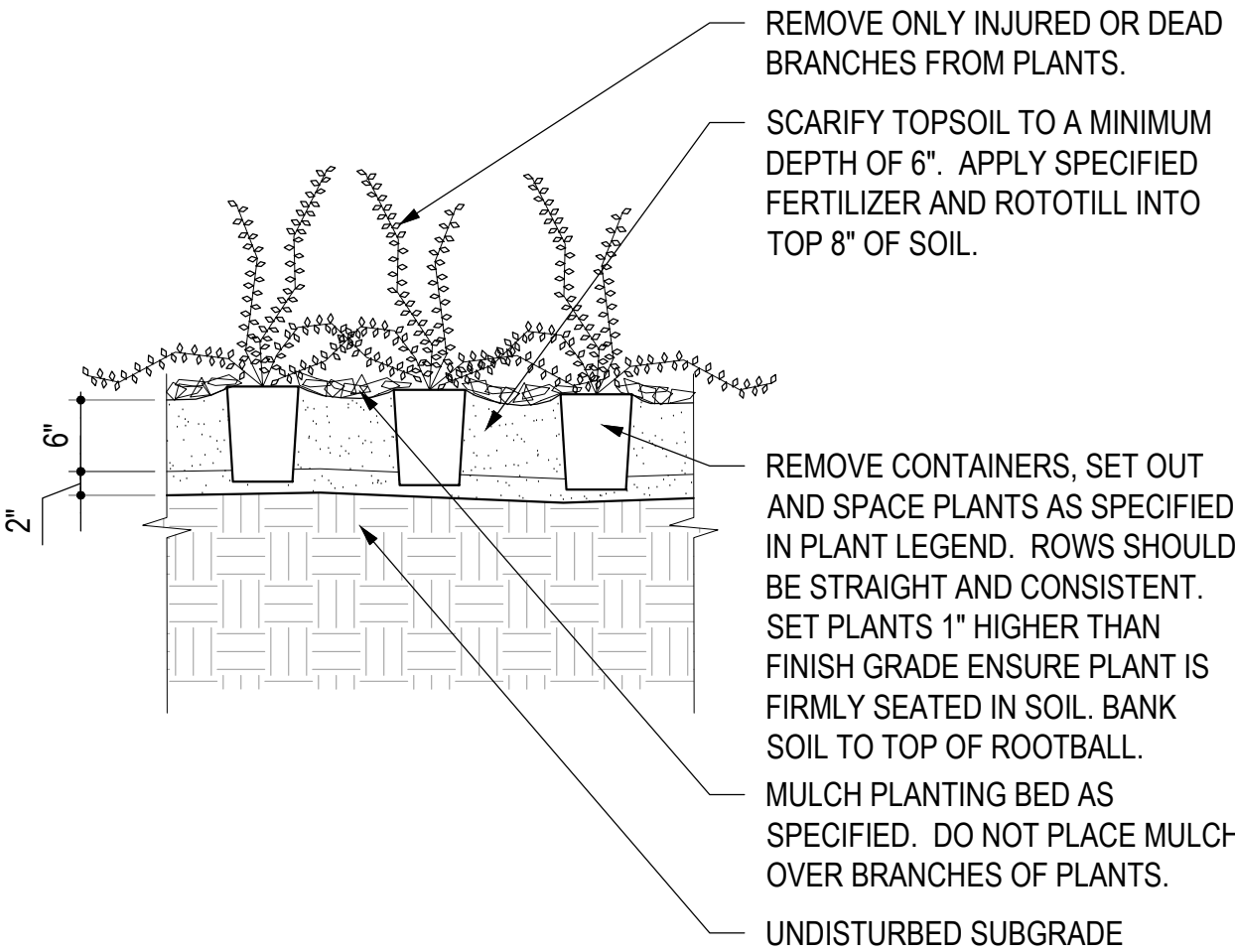


TREE GUYING OR THREE STAKE LAYOUT

TREE GUYING IN OPEN AREAS

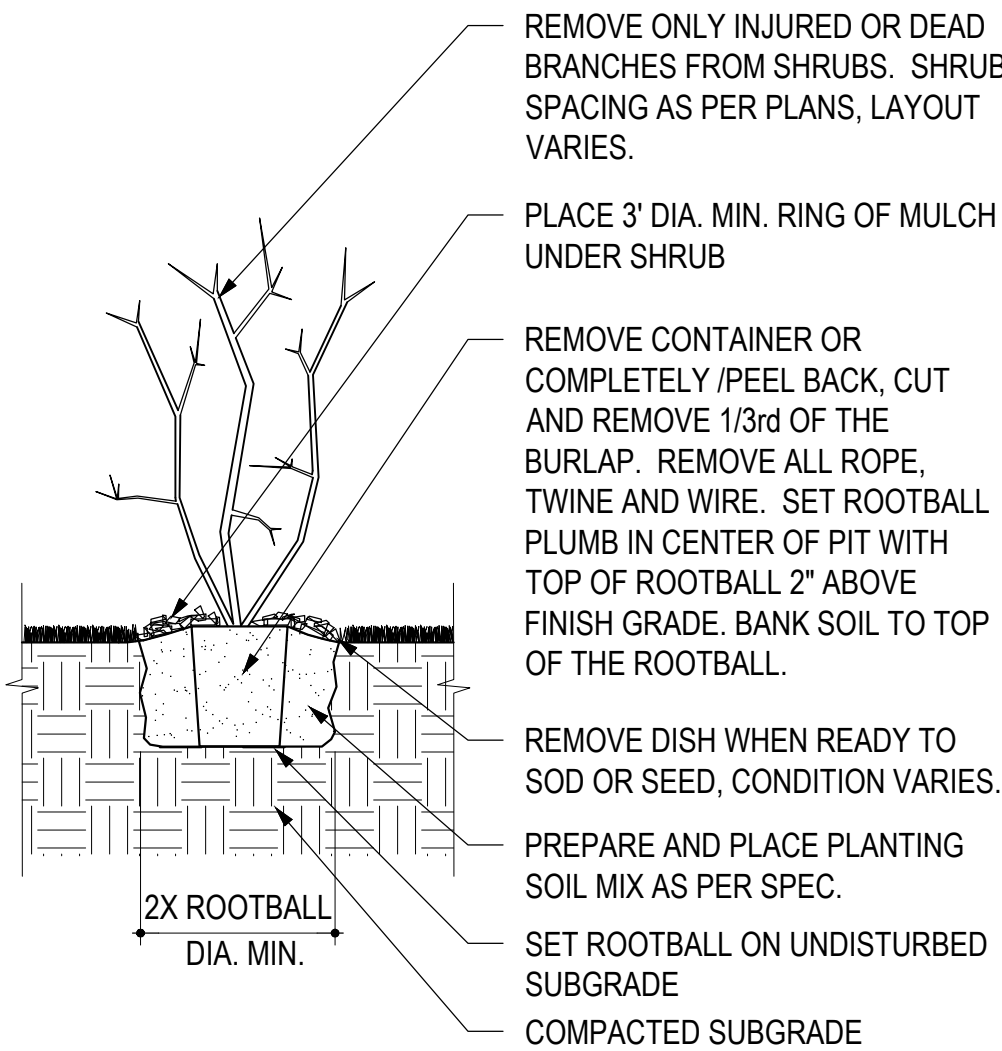
2 GUYING DETAIL

L4.1 SCALE: 1/2" = 1'-0"



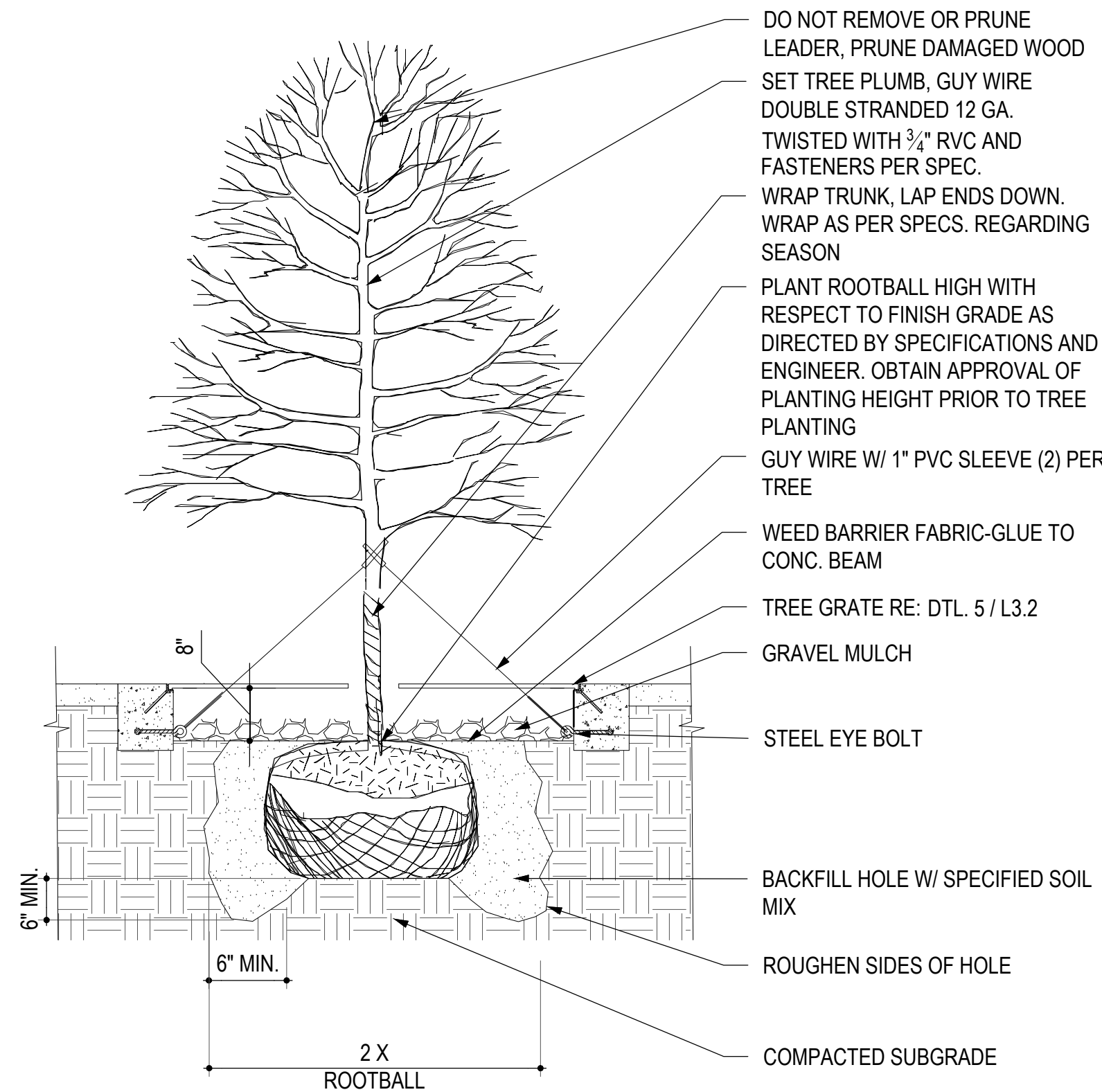
3 GROUNDCOVER DETAIL

L4.1 SCALE: 3/4" = 1'-0"



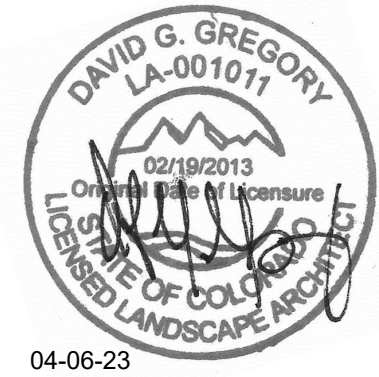
4 SHRUB PLANTING DETAIL

L4.1 SCALE: 1/2" = 1'-0"



1 TREE PLANTING IN GRATE DETAIL

L4.1 SCALE: 1/2" = 1'-0"



JESSE S. GOLDMAN, ARCHITECT

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CSHQA

| | |
|----------------------|-----------------|
| PROJECT 22168.000 | DATE 3-31-23 |
| DRAWN PJP | CHECKED JGM |

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE

Planting
Details

SHEET

L4.1
ORIGINAL SHEET SIZE
24" x 36"

GENERAL PROJECT NOTES

NOTE: SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL CONSTRUCTION REQUIREMENTS

- THE CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL NECESSARY FOR A COMPLETE, OPERATIONAL AND PROPERLY FUNCTIONING ELECTRICAL SYSTEM
- MATERIALS AND INSTALLATION SHALL COMPLY WITH CODES, LAWS AND ORDINANCES OF FEDERAL, STATE AND LOCAL GOVERNING BODIES HAVING JURISDICTION.
- MATERIALS AND EQUIPMENT SHALL BE LISTED AND/OR LABELED BY U.L., ETL, CSA OR ANOTHER RECOGNIZED TESTING LAB. ALL MATERIAL, EQUIPMENT, WIRING DEVICES, ETC. SHALL BE NEW, UNLESS SPECIFICALLY INDICATED AS EXISTING TO BE REUSED.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT TO GOVERNMENTAL AGENCIES AND UTILITY COMPANIES SHOP DRAWINGS REQUIRED BY THESE AGENCIES FOR APPROVAL. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, GOVERNMENTAL FEES, TAXES AND LICENSES NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE ELECTRICAL WORK. THIS CONTRACTOR SHALL SECURE AND PAY ALL FEES AND PERMITS PERTAINING TO THIS CONTRACT, SHALL BE RESPONSIBLE FOR WORKERS IDENTIFICATION AND BADGING, SAFETY, AND LIABILITY INSURANCE. PROVIDE BARRICADES, WARNING SIGNS, AND TRASH REMOVAL FOR THE SAFETY OF THE WORKERS UNDER THIS CONTRACTORS EMPLOY.
- THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER/OWNER OF ANY MATERIALS OR APPARATUS BELIEVED TO BE INADEQUATE, UNSUITABLE, IN VIOLATION OF LAWS, ORDINANCES, RULES OR REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL PREPARE THE DOCUMENTS, INCLUDING DRAWINGS, REQUIRED TO OBTAIN APPROVAL OF THE EQUIPMENT AND LOCATIONS OF THE DEVICES THAT COMPRISE THE BUILDING FIRE ALARM LIFE SAFETY SYSTEM. THE DRAWINGS AND CUT SHEETS SHALL BE PROVIDED TO A PROFESSIONAL ENGINEER FOR REVIEW AND APPROVAL. THE APPROVED DRAWINGS WILL BE STAMPED, SIGNED AND RETURNED TO E.C. TO SUBMIT TO THE BUILDING DEPARTMENT.
- THE CONTRACTOR SHALL CAREFULLY EXAMINE THE CONTRACT DOCUMENTS, VISIT THE SITE, AND THOROUGHLY BECOME FAMILIAR WITH THE BUILDING STANDARDS, LOCAL JURISDICTIONAL CODES AND REQUIREMENTS, AND LOCAL CONDITIONS RELATING TO THE WORK. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATIONS OF THE CONTRACT. SUBMISSION OF PROPOSAL IN CONNECTION WITH THIS WORK SHALL IMPLY THAT THE BIDDER HAS EXAMINED THE JOB SITE. NO EXTRA CHARGE WILL BE ALLOWED FOR CHANGES AS A RESULT FROM FAILURE TO EXAMINE THE JOB SITE.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY POWER AND WIRING FOR THE PERFORMANCE OF ALL TRADES, FOR THE ENTIRE PERIOD OF CONSTRUCTION AND SHALL REMOVE ALL TEMPORARY WIRING AT THE COMPLETION OF CONSTRUCTION.
- THE EXISTING POWER, SIGNAL AND COMMUNICATION SYSTEMS ARE TO REMAIN IN SERVICE TO PROVIDE FOR THE OWNERS FUNCTION. SHOULD IT BECOME NECESSARY TO SHUT-DOWN ANY SYSTEM OR PORTION OF A SYSTEM, APPROVAL IN WRITING MUST BE OBTAINED FROM THE OWNER AND SHALL ONLY APPLY FOR THE PERIOD AND TIME AGREED UPON. THE BID IS TO INCLUDE THE COST OF ANY TEMPORARY WIRING AND PREMIUM TIME REQUIRED FOR THE SHUT-DOWN.
- ALL MATERIALS AND EQUIPMENT SHALL BE ERECTED, INSTALLED, CONNECTED, CLEANED, ADJUSTED, TESTED, CONDITIONED, AND PLACED IN SERVICE IN ACCORDANCE WITH THE MANUFACTURERS DIRECTIONS AND RECOMMENDATIONS.
- ALL CUTTING, DRILLING AND PATCHING OF MASONRY, STEEL OR IRON WORK BELONGING TO THE BUILDING MUST BE DONE BY THIS CONTRACTOR IN ORDER THAT HIS WORK MAY BE PROPERLY INSTALLED, BUT UNDER NO CONDITIONS MAY STRUCTURAL WORK BE CUT, EXCEPT AT THE DIRECTION OF THE ARCHITECT/DESIGNER OR THEIR REPRESENTATIVE.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF ELECTRICAL FIXTURES AND ELECTRICAL DEVICES. MOUNTING HEIGHTS SHALL CONFORM TO ADA/ICC/ANSI STANDARDS.
- ALL WORK REQUIRED FOR THE INSTALLATION AS SHOWN ON DRAWINGS INCLUDING LABOR, EQUIPMENT AND MATERIALS SHALL BE IN STRICT COMPLIANCE WITH THE BUILDING STANDARDS.
- PROVIDE COMPLETE METAL RACEWAY SYSTEMS AND ENCLOSURES FOR ALL WIRING THROUGHOUT THE EXTENT OF THE REQUIRED SYSTEM.
- ALL TELE/ DATA BOXES SHALL BE PROVIDED WITH A 1/2" CONDUIT AND BUSHING WITH PULL STRING RUN 6" ABOVE FINISHED CEILING OR CEILING GRID. ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED FOR ALL WALL OUTLETS & TELEPHONE WIRING RUNNING BELOW RAISED FLOOR OR ABOVE HARD CEILINGS.
- ALL RECEPTACLES NOTED AS ISOLATED GROUND (IG) OR DEDICATED OR CIRCUITED AS DEDICATED SHALL BE PROVIDED WITH A DEDICATED GROUND AND NEUTRAL. ALL RECEPTACLES IN BATHROOMS, KITCHENS, ROOFTOPS, OUTDOORS, AND WITHIN 6FT. OF A SINK SHALL BE GFCI (OR SERVED BY A GFI CIRCUIT BREAKER) PER NEC 210.8(B), THE E.C. SHALL PROVIDE GFCI OUTLETS (OR CIRCUIT BREAKERS) IN ALL LOCATIONS REQUIRED BY THE NEC. ALL RECEPTACLES IN DWELLING UNITS, GUEST ROOMS, AND CHILD CARE FACILITIES (AS SPECIFIED BY ARTICLE 406 OF THE NEC) SHALL BE LISTED AS TAMPER-RESISTANT RECEPTACLES.
- MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS OTHERWISE INDICATED. CONDUITS LARGER THAN 2" DIAMETER OR CONDUITS OF ANY SIZE ROUTED OUTDOORS SHALL BE INTERMEDIATE METAL CONDUIT (IMC).
- FLEXIBLE CONDUIT CONNECTIONS TO RECESSED LIGHTING FIXTURES SHALL BE MADE WITH FLEXIBLE STEEL CONDUIT, 3/8 INCH MINIMUM.
- FINAL CONNECTIONS TO MOTORS SHALL BE MADE WITH LIQUID TIGHT FLEXIBLE STEEL CONDUIT, 1/2 INCH MINIMUM.
- WIRE NO. 8 AND SMALLER INSTALLED IN DRY LOCATIONS SHALL BE TYPE THWN OR THHN THERMOPLASTIC 600V INSULATED COPPER CONDUCTORS. NO WIRE SMALLER THAN NO. 12 SHALL BE USED FOR LIGHTING OR POWER WIRING. WIRE NO. 8 AND LARGER SHALL BE STRANDED. ALL CONDUCTORS INSTALLED IN EXTERIOR OR WET LOCATIONS SHALL BE TYPE THWN 600V INSULATED COPPER CONDUCTORS.
- ALL NEW CIRCUIT BREAKERS FOR NEW OR EXISTING PANEL BOARDS SHALL MATCH EXISTING OR NEW BUILDING STANDARD PANEL BOARD MANUFACTURER AND BREAKER TYPE. THE CONTRACTOR SHALL PROVIDE NEW ACCURATE AND DETAILED TYPE WRITTEN PANEL DIRECTORIES PER NEC 408.4 FOR ALL NEW OR MODIFIED PANELS. NUMBERED CIRCUITS ARE FOR CONVENIENCE OF DESIGN ONLY. E.C. TO FIELD VERIFY ACTUAL CIRCUIT NUMBERS USED AND CORRECTLY INDICATE ON 'AS-BUILT' DRAWINGS. THE E.C. SHALL REMOVE ALL ABANDONED CIRCUITS.
- PROVIDE #10 FOR BRANCH CIRCUITS OVER 75' AT 120V AND OVER 150' AT 277V. E.C. TO FIELD VERIFY BRANCH CIRCUIT LENGTHS AND SIZE CONDUCTORS FOR VOLTAGE DROP.
- EACH SWITCH, LIGHT, RECEPTACLE AND ALL OTHER DEVICES SHALL BE PROVIDED AND INSTALLED WITH A GALVANIZED OR SHERARDIZED PRESSED STEEL JUNCTION BOX OF NOT LESS THAN NO. 14 U.S. GAUGE STEEL. CONDUITS SHALL BE FASTENED WITH LOCKNUTS AND BUSHINGS AND ALL UNUSED KNOCKOUTS MUST BE LEFT SEALED. THERE MUST BE SUFFICIENT ROOM FOR WIRES AND BUSHINGS AND DEEP BOXES SHALL BE INSTALLED WHERE REQUIRED. BOXES SHALL BE SECURELY AND ADEQUATELY SUPPORTED.
- ELECTRICAL CONTRACTOR SHALL PROVIDE ALL SPECIAL OUTLET BOXES THAT MAY BE REQUIRED TO ENCLOSE RECEPTACLES.
- IN SUSPENDED CEILINGS SUPPORT CONDUIT AND JUNCTION BOXES DIRECT FROM THE STRUCTURAL SLAB, DECK, OR FRAMING PROVIDED FOR THAT PURPOSE. LIGHTING BRANCH CIRCUIT CONDUITS SHALL NOT BE CLIPPED TO THE CEILING SUPPORT WIRES OR SPLINE UNLESS THE CEILING SYSTEM HAS BEEN SPECIFICALLY DESIGNED FOR THAT PURPOSE.
- PROVIDE LOCAL DISCONNECT SWITCHES FOR ALL MOTORS (PLENUM APPROVED WHERE REQUIRED).
- THE E.C. SHALL INCLUDE IN HIS COST THE REMOVAL OF ALL EXISTING ELECTRICAL DEVICES, CONDUITS, FIXTURES AND EQUIPMENT THAT IS NOT TO BE REUSED. DISCARD ALL EQUIPMENT AS REQUIRED. E.C. SHALL BE RESPONSIBLE FOR DISCONNECTING PRIMARY SERVICE AND TEMPORARY POWER.
- PROVIDE WARRANTY GUARANTEED FOR A PERIOD OF ONE YEAR AFTER COMPLETION AND ACCEPTANCE. REPLACE ALL DEFECTIVE WORKMANSHIP, EQUIPMENT AND MATERIALS WITHOUT ADDITIONAL CHARGES.
- THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFEKEEPING OF HIS/HER OWN PROPERTY ON THE JOB SITE. THE OWNER OR TENANT ASSUMES NO RESPONSIBILITY FOR PROTECTION OF THIS CONTRACTORS PROPERTY AGAINST FIRE, THEFT, OR ENVIRONMENTAL CONDITIONS.
- WHERE CONDUIT, CABLES, DUCTWORK OR PIPING PASSES THROUGH FIRE RATED FLOORS, WALLS, OR PARTITIONS, THE SLEEVES SHALL BE COMPLETELY SEALED WITH A FIRE STOP MATERIAL THAT IS U.L. LISTED (EQUAL TO DOW CORNING) AND ACCEPTED BY THE BUILDING DEPARTMENT AND FIRE DEPARTMENT AS BEING SUITABLE FOR THE SERVICE. THIS MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS PUBLISHED INSTRUCTIONS IN ORDER TO MAINTAIN THE FIRE RATINGS OF THE PENETRATED WALL, FLOOR, OR PARTITION. INSTALLATION SHALL BE A THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLED AS TESTED IN ACCORDANCE WITH ASTM AND UL. THE FIRE RATING SHALL MATCH THE RATING OF THE BARRIER BEING PENETRATED.
- SUBMIT ONE (1) PDF OR SIX (6) SETS OF SHOP DRAWINGS, CONTROL DIAGRAMS, AND EQUIPMENT CUTS TO THE ENGINEER FOR APPROVAL PRIOR TO STARTING RELATED WORK. SHOP DRAWINGS SHALL INCLUDE MANUFACTURERS NAMES, CATALOG NUMBERS, CUTS, DIAGRAMS AND OTHER SUCH DESCRIPTIVE DATA AS MAY BE REQUIRED TO IDENTIFY AND REVIEW THE EQUIPMENT. SUBMITTALS SHALL BE IN LOGICAL GROUPS. PARTIAL SUBMITTALS WILL NOT BE REVIEWED.
- UPON COMPLETION OF CONSTRUCTION, SUPPLY THE ENGINEER WITH ONE COMPLETE SET OF FULL SIZE AS-BUILT DRAWINGS. PROVIDE THE OWNER WITH THREE (3) SETS OF OPERATION AND MAINTENANCE MANUALS FOR EACH TYPE OF EQUIPMENT INSTALLED.
- THIS CONTRACTOR SHALL ASSUME ALL ADDED EXPENSES TO ALL TRADES ASSOCIATED WITH THE INSTALLATION OF SUBMITTED AND APPROVED ALTERNATE EQUIPMENT.
- THE CONTRACTOR SHALL COORDINATE THE LAYOUT OF THE FIRE ROOM WITH ALL OTHER DISCIPLINES, ESPECIALLY THE FIRE ALARM AND FIRE PROTECTION DESIGN-BUILD CONTRACTORS PRIOR TO ANY WORK.
- IF ANY CHANGES ARE MADE TO ACCOMMODATE FIELD CONDITIONS NOTIFY THE ENGINEER IMMEDIATELY OF WHAT THE CHANGES WERE, THE REASON FOR THE CHANGES, AND THE COST IMPACTS.

ELECTRICAL LEGEND

NOTE: NOT ALL ITEMS APPEAR ON DRAWINGS. SYMBOLS MAY DIFFER FROM EXISTING AND DEMO WORK OR DEVICES REFERENCED FROM DRAWINGS BY OTHERS.

POWER AND LIGHTING

⊖ GROUND SWITCHED DUPLEX RECEPTACLE

⊖ GROUND SPLIT-WIRED RECEPTACLE

⊖ FLOOR/CEILING DUPLEX RECEPTACLE

⊖ GROUNDING QUADRAPLEX RECEPTACLE

⊖ SPECIAL PURPOSE RECEPTACLE

⊖ FLOOR/CEILING MOUNTED RECEPTACLE

⊖ JUNCTION BOX

⊖ WALL MOUNTED JUNCTION BOX

⊖ EQUIPMENT DISCONNECT SWITCH

⊖ EQUIPMENT FUSED DISCONNECT SWITCH

⊖ THERMAL OVERLOAD SWITCH

⊖ ELECTRICAL PANEL BOARD

⊖ TRANSFORMER

⊖ CIRCUIT # IF HOMERUN TO PANEL X (ARROWS NOT USED IF CIRCUIT NUMBERS APPEAR NEXT TO DEVICES)

⊖ PORCELAIN LAMP HOLDER

⊖ RECESSED LIGHTING FIXTURE

⊖ SURFACE MOUNTED LIGHTING FIXTURE

⊖ CEILING FIXTURE

⊖ WALLWASHER or ADJUSTABLE DOWNLIGHT

⊖ SINGLE POLE SWITCH, OR # POLE

⊖ DIMMER SWITCH

⊖ OCCUPANCY WALL BOX SWITCH

⊖ EXIT SIGN - SHADED INDICATES FACE

⊖ EMERGENCY FIXTURE - SHADED

⊖ BATTERY PACK EMERGENCY LIGHT or COMBO EXT. - SEE SCHEDULE

⊖ MOTOR (HP)

LOW VOLTAGE SYSTEMS

⊖ TELEPHONE TERMINAL BOARD

⊖ FLOOR/CEILING MOUNTED DATA OUTLET

⊖ FLOOR/CEILING MOUNTED TELEPHONE OUTLET

⊖ DATA OUTLET

⊖ TELEPHONE DATA OUTLET, PROJECT STANDARD

⊖ TELEPHONE OUTLET

⊖ CATV/MONITOR A/V OUTLET

⊖ SPEAKER

⊖ FIRE ALARM PANEL

⊖ FIRE ALARM REMOTE

⊖ ANNUNCIATOR PANEL

⊖ S-SMOKE, T-HEAT DETECTOR

⊖ DUCT FIRE DETECTOR

ABBREVIATIONS

EWIC ELECTRIC WATER COOLER

EF EXHAUST FAN

GFI GROUND FAULT INTERRUPTING

AFI ARC FAULT INTERRUPTING

CCT CIRCUIT

E.C. ELECTRICAL CONTRACTOR

AG ABOVE COUNTER GFI - VERIFY HEIGHT

AC ABOVE COUNTER - VERIFY HEIGHT

VP WEATHER PROOF

TTB TELEPHONE TERMINAL BOARD

AFB ABOVE FINISH FLOOR

AHU AUTHORITY HAVING JURISDICTION

(E) EXISTING TO REMAIN

(EX) EXISTING TO BE REMOVED

(RE) EXISTING TO BE RELOCATED

(R) RELOCATE/RELOCATED LOCATION

REFERENCE SYMBOLS

⊖ KEYED NOTE

⊖ EQUIPMENT - SEE SCHEDULE

⊖ FEEDER - SEE SCHEDULE

⊖ TRANSFORMER WITH GROUNDING AND OVERCURRENT DEVICES SEE TRANSFORMER SCHEDULE

CODE COMPLIANCE STATEMENT

THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:

- NATIONAL ELECTRIC CODE (NEC) : 2020
- INTERNATIONAL ENERGY CONSERVATION CODE (IECC) : 2018

| FEEDER SCHEDULE | | |
|------------------------------------|------------------------------|--------------------------|
| ALUMINUM | COPPER | |
| 14[W-350kcmil, 3/C] | 8[W-500kcmil, 3/0G, 3-1/2"C] | |
| 7[W-500kcmil, 400kcmil G, 3-1/2"C] | 2000/W | 6[W-400kcmil, 3/0G, 3"C] |
| 8[W-250kcmil, 250kcmilG, 3"C] | 1600/W | 5[W-400kcmil, 3/0G, 3"C] |
| 4[W-500kcmil, 250kcmil G, 3-1/2"C] | 1200/W | 4[W-350kcmil, 3/0G, 3"C] |
| | 1000/W | 3[W-400kcmil, 2/0G, 3"C] |
| | 800/W | 3[W-300kcmil, 1/0G, 3"C] |
| | 750/W | 3[W-250kcmil, 2/0G, 3"C] |
| 2[W-500kcmil, 2/0G, 3-1/2"C] | 600/W | 2[W-350kcmil, #1G, 3"C] |
| 2[W-350kcmil, 1/0G, 3"C] | 500/W | 2[W-250kcmil, #2G, 3"C] |
| 2[W-250kcmil, #1G, 3"C] | 400/W | 2[W-3/0, #3G, 2"C] |
| 2[W-4/0, #2G, 2-1/2"C] | 350/W | 2[W-2/0, #3G, 2"C] |
| W-500kcmil, #2G, 3-1/2"C | 300/W | W-350kcmil, #4G, 3"C |
| W-350kcmil, #4G, 3/C | 250/W | W-250kcmil, #4G, 3/C |
| W-300kcmil, #4G, 3/C | 225/W | W-4/0, #4G, 2"C |
| W-250kcmil, #4G, 2-1/2"C | 200/W | W-3/0, #6G, 2"C |
| W-4/0, #6G, 2"C | 175/W | W-2/0, #6G, 2"C |
| W-3/0, #6G, 2"C | 150/W | W-1/0, #6G, 2"C |
| W-2/0, #6G, 2"C | 125/W | W-1/0, #6G, 2"C |
| W-2/0, #6G, 2"C | 110/W | W-1/0, #6G, 1-1/2"C |
| W-1/0, #6G, 2"C | 100/W | W-1/0, #6G, 1-1/2"C |
| W-1/0, #6G, 2"C | 90/W | W-1/0, #6G, 1-1/4"C |
| W-1/0, #6G, 1-1/2"C | 80/W | W-1/0, #6G, 1-1/4"C |
| W-1/0, #6G, 1-1/4"C | 70/W | W-1/0, #6G, 1-1/4"C |
| W-1/0, #6G, 1-1/4"C | 60/W | W-1/0, #6G, 1-1/4"C |
| W-1/0, #6G, 1-1/4"C | 50/W | W-1/0, #6G, 1-1/4"C |
| W-1/0, #6G, 1-1/4"C | 40/W | W-1/0, #6G, 1-1/4"C |
| W-1/0, #6G, 1-1/4"C | 30/W | W-1/0, #6G, 1-1/4"C |
| W-1/0, #6G, 1-1/4"C | 20/W | W-1/0, #6G, 1-1/4"C |

This table indicates minimum conductor size for feeders of the ampacity indicated where #/W indicates the ampacity/ numbers of wire. A #5/W indicates no ground. Example : 100/3 is equal to 3#1, #6G, 1-1/2"C.

| Service Ground Table | | Equipment Ground Table | |
|----------------------|--------|------------------------|--------|
| ALUMINUM | COPPER | ALUMINUM | COPPER |
| 150G | #6 | 20EG | #10 |
| 200G | #4 | 60EG | #8 |
| 300G | #2 | 100EG | #6 |
| 500G | 1/0 | 200EG | #4 |
| 800G | 2/0 | 300EG | #2 |
| >800G | 250 | 400EG | #1 |

The service ground chart indicates the minimum service ground based on #/G where # is the ampacity from the chart above, and the equipment ground chart indicates the minimum equipment grounding conductor size #EG where # is the rating/ setting of the overcurrent device protecting the conductors and equipment. All conductors shall be COPPER, unless denoted by 'AL'.

Where discrepancies occur between the Feeder schedule and the grounding charts, the chart shall override the feeder schedule and the NEC shall override all schedules.

The master electrician shall be responsible for ensuring that no feeders or branch circuits are installed in a manner or sized in such a way as to violate the NEC.

Ampacities are based on NEC table 310.15(B)(16) utilizing the 60 degree column up to 100 Amps and the 75 degree column above 100 Amps. Service ground conductor sizes are per NEC table 250.66 and equipment ground is per NEC table 250.122.

| TRANSFORMER SCHEDULE | | |
|---------------------------------|--------------|---------------------------------|
| Overcurrent Protection 480V, 3Ø | kVA - Ground | Overcurrent Protection 208V, 3Ø |
| 20A | 15 - #8 | 50A |
| 50A | 30 - #6 | 100A |
| 70A | 45 - #6 | 150A |
| 125A | 75 - #2 | 250A |
| 175A | 112.5 - #2 | 400A |
| 225A | 150 - 1/0 | 500A |
| 350A | 225 - 2/0 | 800A |

Notes: Primary shall be 3-wire and secondary shall be 4-wire unless noted otherwise. All transformers 45kVA and below shall be suspended unless noted otherwise. All transformers over 45kVA shall be floor mounted unless noted otherwise. Primary and secondary feeders shall be sized per the circuit breaker size and shall be 3-wire on the primary and 4-wire on the secondary. For example, all 45kVA 480/208V transformers with a 480V primary will be fed with a 70/3 on the primary and a 150/4 on the secondary (the bonding and grounding shall be per NEC 250.30A).

FIRE ALARM SYSTEM NOTES

FIRE ALARM SYSTEM IS TO BE DESIGN/BUILD BY THE CONTRACTOR.

| PANEL SCHEDULE: | | EX | | February 28, 2023 | |
|-------------------|-----------------------|-----------------|------------|---------------------------|--|
| PROJECT: | Ameristar Beer Garden | VOLTAGE L-L: | 208 | Circuit Front Key: | |
| LOCATION: | Exterior Wall | VOLTAGE L-G: | 120 | Normal: New Load/Breaker | |
| JOB NO.: | 2023-013 | SYSTEM: | 3Ø, 4-WIRE | Bold: New Load/Exist Brkr | |
| COMMENTS: | New Nema 3R Panel | S.C.RMS RATING: | 22,000 AIC | Basic: Panel Load Only | |
| BUS RATING: | 200A | | | | |
| MAIN O.C. DEVICE: | MLO | | | | |
| MOUNTING: | Surface | | | | |

| CR NO. | CIRCUIT | BREAKER | CONNECTED LOAD (VA) | NEC DEMAND FACTOR | DESCRIPTION OF LOAD SERVED | PHASE | DESCRIPTION OF LOAD SERVED | NEC DEMAND FACTOR | CONNECTED LOAD (VA) | CIRCUIT POLE | BREAKER AMPS | CR NO. |
|--------|---------|---------|---------------------|-------------------|----------------------------|-------|----------------------------|-------------------|---------------------|--------------|--------------|--------|
| 1 | 20 | 1 | 500 | 1.25 | Lighting | A | Food Truck Pedestal | 1.00 | 6,000 | 2 | 100 | 2 |
| 3 | 20 | 1 | 360 | 1.00 | Stage | B | Food Truck Pedestal | 1.00 | 6,000 | 2 | 100 | 4 |
| 5 | 20 | 1 | 360 | 1.00 | Stage | C | Food Truck Pedestal | 1.00 | 6,000 | 2 | 100 | 6 |
| 7 | 20 | 1 | | | Stage | A | Food Truck Pedestal | 1.00 | 6,000 | 2 | 100 | 8 |
| 9 | 20 | 1 | | | Spare | B | Spare | | | 1 | 20 | 10 |
| 11 | 20 | 1 | | | Spare | C | Spare | | | 1 | 20 | 12 |
| 13 | 20 | 1 | | | Spare | A | Spare | | | 1 | 20 | 14 |
| 15 | 20 | 1 | | | Spare | B | Spare | | | 1 | 20 | 16 |
| 17 | 20 | 1 | | | Spare | C | Spare | | | 1 | 20 | 18 |
| 19 | 20 | 1 | | | Spare | A | Spare | | | 1 | 20 | 20 |
| 21 | 20 | 1 | | | Spare | B | Spare | | | 1 | 20 | 22 |
| 23 | 20 | 1 | | | Spare | C | Spare | | | 1 | 20 | 24 |
| 25 | 20 | 1 | | | Spare | A | Spare | | | 1 | 20 | 26 |
| 27 | 20 | 1 | | | Spare | B | Spare | | | 1 | 20 | 28 |
| 29 | 20 | 1 | | | Spare | C | Spare | | | 1 | 20 | 30 |
| 31 | 20 | 1 | | | Spare | A | Spare | | | 1 | 20 | 32 |
| 33 | 20 | 1 | | | Spare | B | Spare | | | 1 | 20 | 34 |
| 35 | 20 | 1 | | | Spare | C | Spare | | | 1 | 20 | 36 |
| 37 | 20 | 1 | | | Spare | A | Spare | | | 1 | 20 | 38 |
| 39 | 20 | 1 | | | Spare | B | Spare | | | 1 | 20 | 40 |
| 41 | 20 | 1 | | | Spare | C | Spare | | | 1 | 20 | 42 |

| CONNECTED LOAD: | | DEMAND LOAD: | |
|------------------|--------|-------------------------|--------|
| PHASE A (VA): | 12,500 | PHASE A (VA): | 12,625 |
| PHASE B (VA): | 6,360 | PHASE B (VA): | 6,360 |
| PHASE C (VA): | 6,360 | PHASE C (VA): | 6,360 |
| TOTAL LOAD (VA): | 25,220 | TOTAL DEMAND LOAD (VA): | 25,345 |

70.35 A

NOTES:

-

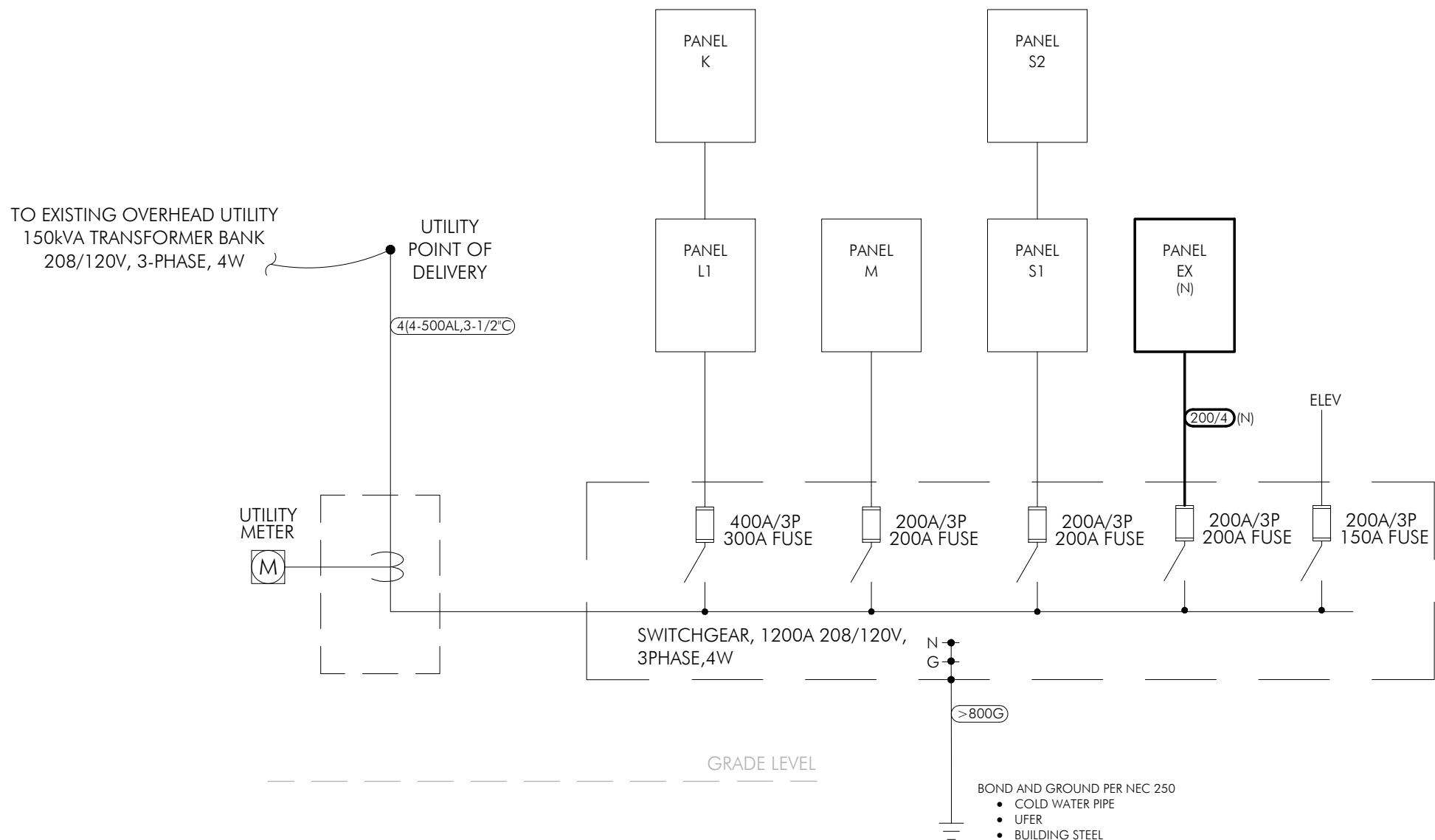
SCOPE OF WORK:

- NEW EXTERIOR VENUE.
- NEW EXTERIOR POWER AND LIGHTING.
- NEW PANELBOARD AND FOOD TRUCK HOOK UPS.

| FAULT CURRENT CALCULATION TABLE | | | | | | | | | | February 28, 2023 | |
|---------------------------------|---------------------|-----------|---------|--------|--------|------|------|--------|--------|-------------------|--|
| LOCATION (in) | # of RUNS | CONDUCTOR | VOLTAGE | L (ft) | C | F | M | F | | | |
| 300 | Utility Transformer | | 208 | | | | | | 52,000 | | |
| 1200A Main | 4 | 500 | 208 | 50 | 21,391 | 0.25 | 0.80 | 41,509 | | | |
| Panel EX | 1 | 3/0 | 208 | 50 | 12,844 | 1.34 | 0.43 | 17,709 | | | |

NOTES:

- All Calculations use Busman "Point-To-Point" Method.
- Variables: L=Feeder Length (ft) C=Conductor "C" Value F(n) = (1.73 x L x F(n-1))/C x # of runs x Voltage in Amperes F(n) = F(n-1) x M(n)
- The E.C. shall report any discrepancies to the Engineer.
- Aluminum Conductors, MC Cabling, and Series Rated Panels are not allowed.
- The E.C. shall verify the Available Fault Current from the Electrical Utility and shall report the actual Fault Current available to the Engineer if different from shown. Fault Currents are based on Utility information or %Z=1.4 if none are provided.
- The E.C. shall field verify the Feeder Lengths and report any discrepancy to the engineer. Conductor Lengths listed in this table are engineering estimates and are not intended to represent actual lengths for bidding or other calculations. The E.C. shall inform the Engineer immediately if the actual lengths are less than that listed.

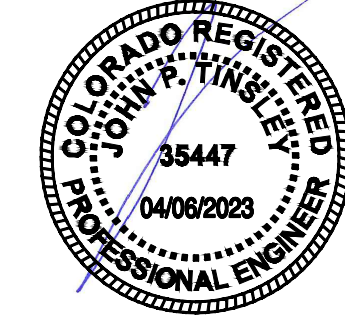


ONE-LINE DIAGRAM

SCALE: NONE

ONE LINE DIAGRAM GENERAL NOTES:

- E.C. TO FIELD VERIFY EXISTING CONDITIONS
- ALL EQUIPMENT IS NEW UNLESS NOTED AS EXISTING (E).
- ALL EXTERIOR EQUIPMENT TO BE WEATHERPROOF
- FIELD VERIFY INSTALLATION REQUIREMENTS WITH UTILITY CO. PRIOR TO ANY ROUGH-IN.
- SERVICE EQUIPMENT SHALL BE LEGIBLY LABELED IN THE FIELD, IN ACCORDANCE WITH THE NEC 110.24 (A):
 - MAXIMUM AVAILABLE FAULT CURRENT.
 - THE DATE THE FAULT CURRENT CALCULATION WAS PERFORMED.
 - THE LABEL SHALL BE OF SUFFICIENT DURABILITY TO WITHSTAND THE ENVIRONMENT INVOLVED.
- THIS DESIGN IS DIAGRAMMATICAL. REFER TO MANUFACTURERS RECOMMENDATIONS AND INSTALLATION MANUALS FOR SPECIFIC LOCATIONS AND INSTALLATION DETAILS. REFER TO ARCHITECTURAL DRAWINGS FOR ANY DIMENSIONS.



JESSE S. GOLDMAN, ARCHITECT

BLACK HAWK, CO

THE BEER GARDEN
100 RICHMAN STREET

CSHQA



| | |
|-----------|---------|
| PROJECT | DATE |
| 22168.000 | 3-31-23 |
| DRAWN | CHECKED |
| PJP | JGM |

| | |
|-------------------|---------|
| REVISED | |
| 1 AGENCY COMMENTS | 3/31/23 |

ONE-LINE

SHEET

E0.0

ORIGINAL SHEET SIZE
24" x 36"

LIGHTING PLAN GENERAL NOTES:

- CONNECT EGRESS LIGHTING FIXTURES AND EXIT SIGNS TO AREA LIGHTING CIRCUIT AHEAD OF ANY SWITCH PER NEC 700.12(F) INCLUDING ANY NIGHT LIGHTS. FIXTURES SHOWN SHADED OR LABELED ARE EMERGENCY EGRESS (EM) WITH BATTERY PACK, NIGHT LIGHT (NL) OR BOTH (EM/NL). REMOVE ANY HOUSE PANEL CIRCUITS SERVING EXISTING EMERGENCY AND EXIT LIGHTS AND RECONNECT TO THE TENANT PANEL.
- PROVIDE OUTLET IN ACCESSIBLE LOCATION AT TENANT ENTRANCE FOR SIGN PER NEC 600-5.
- NUMBERS NEXT TO DEVICES REFER TO CIRCUIT DESIGNATION IN UNIT PANEL UNLESS NOTED.
- PER IECC 405.2, OCCUPANCY SENSOR CONTROLS SHALL BE CAPABLE OF MONITORING OCCUPANT ACTIVITY TO CONTROL LIGHT LEVELS BOTH WHEN OCCUPIED OR UNOCCUPIED, AND MONITORING AMBIENT LIGHT BOTH ELECTRIC AND DAYLIGHT TO CONTROL DESIRED LIGHT LEVEL. FOR EACH CONTROL STRATEGY, CONFIGURATION AND RECONFIGURATION OF PERFORMANCE PARAMETERS SHALL INCLUDE: BRIGHT AND DIM SETPOINTS, TIMEOUTS, DIMMING FADE RATES, SENSOR SENSITIVITY ADJUSTMENTS, AND WIRELESS ZONING CONFIGURATIONS. EXEMPT AREAS ARE SECURITY OR EMERGENCY AREAS; INTERIOR EXIT STAIRWAYS, RAMPS AND PASSAGEWAYS; EMERGENCY EGRESS LIGHTING THAT IS NORMALLY OFF.
- PER IECC 405.2.1, OCCUPANCY SENSOR CONTROLS SHALL BE INSTALLED IN THE FOLLOWING SPACES: CLASSROOMS/LECTURE/TRAINING ROOMS, CONFERENCE/MEETING/MULTIPURPOSE ROOMS, COPY/PRINT ROOMS, LOUNGES/BREAKROOMS, ENCLOSED OFFICES, OPEN OFFICES, RESTROOMS, STORAGE ROOMS, LOCKER ROOMS, WAREHOUSE STORAGE AREAS, AND OTHER SPACES 300 SQUARE FEET OR LESS ENCLOSED BY FLOOR-TO-CEILING HEIGHT PARTITIONS.
- PER IECC 405.2.1.1, OCCUPANT SENSOR CONTROL FUNCTION, EXCLUDING WAREHOUSES AND OPEN OFFICE SPACES, SHALL AUTOMATICALLY TURN OFF LIGHTS WITHIN 20 MINUTES AFTER ALL OCCUPANTS HAVE LEFT THE SPACE. THEY SHALL BE MANUAL ON OR CONTROLLED TO AUTOMATICALLY TURN ON THE LIGHTING TO NOT MORE THAN 50% POWER (CORRIDORS, STAIRWAYS, RESTROOMS, PRIMARY ENTRANCES AND LOBBIES, AND AREAS WHERE MANUAL OPERATION MIGHT ENDANGER THE OCCUPANTS OR SECURITY OF THE ROOM OR OCCUPANTS ARE EXEMPT). THEY SHALL ALSO INCORPORATE MANUAL CONTROLS TO ALLOW OCCUPANTS TO TURN OFF THE LIGHTING.
- PER IECC 405.2.2, ANY AREA OF THE BUILDING NOT PROVIDED WITH AN OCCUPANT SENSOR CONTROL COMPLYING WITH SECTION 405.2.1.1 SHALL BE PROVIDED WITH TIMECLOCK CONTROLS COMPLYING WITH SECTION 405.2.2.1. EXCEPTION: WHERE MANUAL CONTROL PROVIDES LIGHT REDUCTION IN ACCORDANCE WITH SECTION 405.2.2.2, TIMECLOCK CONTROLS SHALL NOT BE REQUIRED IN THE FOLLOWING: SPACES WHERE PATIENT CARE IS DIRECTLY PROVIDED; SPACES WHERE AN AUTOMATIC SHUT-OFF WOULD ENDANGER OCCUPANT SAFETY OR SECURITY; LIGHTING INTENDED FOR CONTINUOUS OPERATION; SHOP AND LABORATORY CLASSROOMS.
- DAYLIGHT RESPONSIVE CONTROLS COMPLYING WITH IECC 405.2.3.1 SHALL BE PROVIDED WITHIN DAYLIGHT ZONES IN SPACES TOTALING MORE THAN 150W OF GENERAL LIGHTING WITHIN SIDEIT AND TOPLIT ZONES. PATIENT CARE FACILITIES, APPLICATION LIGHTING, AND SIDEIT ZONES IN FIRST FLOORS ABOVE GRADE IN GROUP A-2 AND GROUP M OCCUPANCIES ARE EXEMPT. TOPLIT ZONES AND SIDEIT ZONES MUST BE CONTROLLED INDEPENDENTLY FROM EACH OTHER. DAYLIGHT RESPONSIVE CONTROLS MUST BE CONFIGURED SUCH THAT THEY MAY BE CALIBRATED FROM WITHIN THE SPACE, AND CALIBRATION MECHANISMS MUST BE IN A LOCATION WITH EASY ACCESS. WHERE LOCATED IN OFFICES, CLASSROOMS, LABORATORIES AND LIBRARY READING ROOMS, CONTROLS SHALL DIM LIGHTS CONTINUOUSLY FROM FULL LIGHT TO 15% OF FULL OUTPUT OR LOWER. DAYLIGHT RESPONSIVE CONTROLS MUST BE CONFIGURED TO BE ABLE TO SHUT OFF ALL CONTROLLED LIGHTS. LIGHTS IN SIDEIT ZONES FACING DIFFERENT CARDINAL DIRECTIONS (NORTH, SOUTH, EAST, WEST) MUST BE CONTROLLED INDEPENDENTLY FROM EACH OTHER.
1.

SIDEIT DAYLIGHT ZONES EXTEND INTO THE SPACE 1 TIMES THE HEIGHT OF THE FENESTRATION TO THE NEAREST WALL, WHICHEVER IS SHORTER, AND ARE AS WIDE AS THE FENESTRATION PLUS 2'-0" ON THE END OR TO THE NEAREST WALL PER IECC 405.2.3.2.

2.

TOPLIT DAYLIGHT ZONES EXTEND IN ALL DIRECTIONS FROM THE EDGE OF THE ROOF FENESTRATION UP TO 0.7 TIMES THE CEILING HEIGHT, OR TO THE NEAREST OBSTRUCTION 0.7 TIMES THE CEILING HEIGHT PER IECC 405.2.3.3.
- EACH SWITCH, LIGHT, RECEPTACLE AND ALL OTHER DEVICES SHALL BE PROVIDED AND INSTALLED WITH A GALVANIZED OR SHERARDIZED PRESSED STEEL JUNCTION BOX OF NOT LESS THAN NO. 14 U.S. GAUGE STEEL. CONDUITS SHALL BE FASTENED WITH LOCKNUTS AND BUSHINGS AND ALL UNUSED KNOCKOUTS MUST BE LEFT SEALED. THERE MUST BE SUFFICIENT ROOM FOR WIRES AND BUSHINGS, THE MINIMUM DEPTH SHALL BE 2.5", DEEP BOXES SHALL BE INSTALLED WHERE REQUIRED. BOXES SHALL BE SECURELY AND ADEQUATELY SUPPORTED.
- THIS DESIGN IS DIAGRAMMATICAL. REFER TO MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION MANUALS FOR SPECIFIC LOCATIONS AND INSTALLATION DETAILS. REFER TO ARCHITECTURAL DRAWINGS FOR ANY DIMENSIONS.

POWER PLAN GENERAL NOTES:

- PROVIDE OUTLET WITHIN 25' OF EQUIPMENT IN ACCORDANCE WITH NEC 210.63. PROVIDE WEATHERPROOF GFI OUTLET ON ROOFTOPS WITHIN 25' OF ROOFTOP EQUIPMENT.
- FIELD VERIFY FINAL LOCATION OF ALL EQUIPMENT WITH PROVIDER PRIOR TO ROUGH-IN.
- ALL RECEPTACLES IN BATHROOMS, KITCHENS, ROOFTOPS, OUTDOORS, AND WITHIN 6FT. OF A SINK SHALL BE GFCI (OR SERVED BY A GFI CIRCUIT BREAKER) PER NEC 210.8(B). THE E.C. SHALL PROVIDE GFCI OUTLETS (OR CIRCUIT BREAKERS) IN ALL LOCATIONS REQUIRED BY THE NEC.
- ALL RECEPTACLES IN DWELLING UNITS; GUEST ROOMS; CHILD CARE FACILITIES; PRESCHOOLS AND ELEMENTARY SCHOOLS; OFFICES, CORRIDORS AND WAITING ROOMS IN CLINICS, MEDICAL AND DENTAL OFFICES AND OUTPATIENT FACILITIES; SUBSET OF ASSEMBLY OCCUPANCIES PER 518.2 TO INCLUDE WAITING TRANSPORTATION, GYMNASIUMS, SKATING RINKS, AND AUDITORIUMS; DORMITORIES - (AS SPECIFIED BY ARTICLE 406.12 OF THE NEC) SHALL BE LISTED AS TAMPER-RESISTANT RECEPTACLES.
- PROVIDE CONNECTION TO TENANT SIGN. FIELD VERIFY ELECTRICAL REQUIREMENTS AND FINAL LOCATION WITH PROVIDER, TENANT AND LANDLORD. PROVIDE PHOTOCELL ON/TIMECLOCK OFF CONTROLS. PROVIDE ALL COMPONENTS REQUIRED FOR A COMPLETE INSTALLATION.
- NUMBERS NEXT TO DEVICES REFER TO CIRCUIT DESIGNATION IN UNIT PANEL UNLESS NOTED.
- ALL TELE/DATA LOCATIONS SHALL INCLUDE 4" SQUARE J-BOX AND 3/4" CONDUIT TO CEILING SPACE. ALL TELEPHONE/DATA CABLE IS TO BE PLENUM RATED WIRE OR SHALL BE INSTALLED IN CONDUIT ABOVE CEILING OR IN WALLS.
- PROVIDE ALL DEMOLITION WORK AS REQUIRED TO ACCOMMODATE THE NEW WORK AS INDICATED ON THE ELECTRICAL PLANS. FIELD VERIFY EXISTING CONDITIONS. PROVIDE ANY ADDITIONAL WORK NECESSARY AS REQUIRED TO PRESERVE EXISTING DEVICES AND BRANCH CIRCUIT COMPONENTS TO REMAIN. REFER TO THE ARCHITECTURAL PLANS FOR DEMOLITION SCOPE OF WORK AND VISIT THE SITE PRIOR TO BID TO DETERMINE THE ELECTRICAL SCOPE OF WORK REQUIRED.
- THIS DESIGN IS DIAGRAMMATICAL. REFER TO MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION MANUALS FOR SPECIFIC LOCATIONS AND INSTALLATION DETAILS. REFER TO ARCHITECTURAL DRAWINGS FOR ANY DIMENSIONS.
- THIS DESIGN IS DIAGRAMMATICAL. REFER TO MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION MANUALS FOR SPECIFIC LOCATIONS AND INSTALLATION DETAILS. REFER TO ARCHITECTURAL DRAWINGS FOR ANY DIMENSIONS.

POWER PLAN KEYED NOTES:

- EXTERIOR LIGHTING CONTROLS - PROVIDE PHOTOCELL ON/TIME CLOCK OFF CONTROLS AND MULTI-POLE LIGHTING CONTACTOR, PHOTOCELL ON ROOF AND PROGRAMMABLE TIME CLOCK AS REQUIRED. FIELD VERIFY REQUIREMENTS WITH TENANT AND LANDLORD.
- FIXTURE INDICATED TO REPLACE EXISTING WALL UNIT BELOW GOOSENECK FIXTURES. CONNECT TO EXISTING CIRCUITING AND CONTROLS.
- PROVIDE NEW 3", 15' TALL TAPERED POLE FOR SUSPENSION OF STRING LIGHTING EQUAL TO COOPER RTA. VERIFY FINAL HEIGHT AND LIGHT MOUNTING HEIGHT WITH ARCHITECT/OWNER PRIOR TO ANY WORK OR ORDERING.
- PROVIDE NEW 100A, NEMA 3R, 50-30-20 GFCI PEDESTAL PANEL FOR CONNECTION BY FOOD TRUCKS EQUAL TO GEI LU532FS.
- RELOCATE EXPOSED EXISTING CONDUIT GOING TO LIGHT AT SITE WALL CORNER FROM ABOVE GROUND TO UNDERGROUND. FIELD VERIFY EXISTING CONDITIONS, FINAL ROUTE, AND POINTS OF CONNECTION PRIOR TO ANY WORK.

| LUMINAIRE SCHEDULE | | | | | |
|--|--|--|---------------------|---------|---------------------------------------|
| KEY | DESCRIPTION | MFR. & CAT.NO. | LAMP | VOLTS | April 6, 2023 MOUNTING INFORMATION |
| C | HUNG ROPE LIGHTING BLACK | AMERICAN LIGHTING OR EQUAL LS2-MS / LS-MS | 2W/FT MAX | 120 | SUSPENDED VERIFY W/ARCH |
| D | SCONCE | BEGA 24505 | 11.7W LED | 120 | SURFACE |
| P | TRELIS MOUNTED LIGHT BRONZE | PORTFOLIO OR EQUAL LERS68-20-D010-RZ | 21.1W LED | UNV | SUSPENDED VERIFY W/ARCH |
| T | LED TAPE | BARRON OR EQUAL RFX-WP-X-X-12V-WET-5050 | 1W/FT | 120 | RECESSED |
| WP | EXT. LED WALL PACK W/ INTEGRAL 60 MINUTE EM BATT PACK | COOPER XTOR3A - BLACK | 30W LED INTEGRAL | 120/277 | SURFACE FIELD LOCATE |
| NOTES: (Notes apply to all fixtures where applicable) | | | | | |
| 1. EMERGENCY FIXTURES - All Fixtures Indicated as Emergency shall be provided with a 90-Minute Battery Pack and all Fluorescent Fixtures indicated as Emergency shall be provided with a 1300 Lumen, 90-Minute Battery Pack. | | | | | |
| 2. VERIFY VOLTAGES - The E.C. shall verify voltages on drawings prior to ordering or any work, the engineer shall be notified of any discrepancies in the voltage of the circuiting on the drawings and the luminaire schedule prior to any purchase or work. | | | | | |
| 3. VERIFY LAMPING - The E.C. shall verify lamping with the manufacturer prior to ordering and notify the engineer of any lamping discrepancies. | | | | | |
| 4. PROVIDE A COMPLETE INSTALLATION - The E.C. shall provide all labor and material to provide a complete and functional system per the design intent as dictated by the switching type and location (including dimmer switches and compatible ballasts or transformers), ceiling type and location, circuiting, voltages, and lamping types. | | | | | |
| 5. BALLAST DISCONNECT - All electric discharge luminaires shall comply with NEC 410.130 and shall have a means of disconnect for the ballast. | | | | | |
| 6. DUAL LEVEL SWITCHING - For fixtures with more than one switch designation shown on plans provide fixtures with additional ballasts for dual level light control by separate switching of inboard and outboard lamps as required to conform to IECC Requirements. | | | | | |



1 POWER & LIGHTING PLAN
E1.0 SCALE: 1/8"=1'-0"



JESSE S. GOLDMAN, ARCHITECT

2686 S COLORADO BLVD, STE 525
DENVER, CO 80222
(303) 962-9164

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT / ENGINEER AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF CSHQA. THE ARCHITECT / ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT. THE ARCHITECT / ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT. THE ARCHITECT / ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT.

BLACK HAWK, CO

THE BEER GARDEN
100 RICHMAN STREET

CSHQA



| | |
|----------------------|-----------------|
| PROJECT 22168.000 | DATE 3-31-23 |
| DRAWN PJP | CHECKED JGM |

REVISED
1 AGENCY COMMENTS 3/31/23

SHEET TITLE
SITE PLAN

SHEET

E1.0

ORIGINAL SHEET SIZE
24" x 36"

247

LINEAR LIGHTING / COMMERCIAL GRADE LIGHT STRING

SPECTRUM

RELAX LIGHTING SYSTEMS

FACE LIGHTING

DOWNLIGHTING

LINEAR LIGHTING

ARCHITECTURAL LIGHTING

POWER SUPPLIES



Features

- Available in E26, E17, and E12base options
- Formulated PVC sockets form a tight seal around bulbs to preclude the entrance of water and moisture
- Suspended socket has T-mold with mounting hole; Non-suspended socket has two mounting ears built into the base
- Use Commercial Grade Light String with Long Life Pro Decorative lamps (sold separately)

Commercial Grade Light String

Use Commercial Grade Light String in reels, interconnect-able kits, or cord and plug sets with three socket size and spacing combinations for decorative/event/festive lighting applications. Suitable for outdoor, year-round use. For spans up to 20 feet, use eye bolts and plastic ties to anchor ends. For spans longer than 20 feet, use catenary cable (sold separately) with plastic ties at each socket.

Technical Information

| | |
|---------------|--|
| Series | LS / LS2* |
| Input Voltage | 120V AC, 60Hz |
| Wattage | Max per socket: 25W (E26) / 10W (E17 / E12) |
| Max Run | See individual product |
| Socket | E26 (medium) |
| Spacing | 24" (E26) / 15" (E17) / 12" (E12) |
| Cuttable | Yes** |
| IP Rating | IP64** |
| Rating | Indoor/Outdoor; Suitable for year-round use* |
| Rated Life | Varies by lamp used |

Available Colors



Black

Listing / Ratings



LS2 Only

AMERICAN LIGHTING

www.AmericanLighting.com

Linear wall luminaire - unshielded

BEGA

Application

An unshielded wall luminaire with light output on all sides. The linear shape of this luminaire with its square profile makes it particularly suitable for installation on columns, walls, and pillars.

Materials

Luminaire housing constructed of die-cast and extruded marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
White impact resistant acrylic diffuser
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations

Protection class IP65

Weight: 11.2 lbs

Electrical

Operating voltage 120-277V AC
Minimum start temperature -40°C
LED module wattage 11.7W
System wattage 15W
Controllability 0-10V dimmable
Color rendering index Ra > 80
Luminaire lumens 1158 lumens (3000K)
LED service life (L70) 60,000 hours

LED color temperature

☐ 4000K - Product number + **K4**
☐ 3500K - Product number + **K35**
☐ 3000K - Product number + **K3**
☐ 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Type: BEGA Product:

Project:

Modified:

Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors ☐ Black (BLK) ☐ White (WHT) ☐ RAL: ☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:



Linear wall luminaire - unshielded

| | | | |
|-------|-------|--------|----------------|
| LED | A | B | C |
| 24505 | 11.7W | 5 1/2" | 19 3/4" 7 1/2" |

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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DESCRIPTION

The patented Lumark Crosstour™ LED Wall Pack Series of luminaires provides an architectural style with super bright, energy efficient LEDs. The low-profile, rugged die-cast aluminum construction, universal back box, stainless steel hardware along with a sealed and gasketed optical compartment make the Crosstour impervious to contaminants. The Crosstour wall luminaire is ideal for wall surface, inverted mount for facade/canopy illumination, post/bollard, site lighting, floodlight and low level pathway illumination including stairs. Typical applications include building entrances, multi-use facilities, apartment buildings, institutions, schools, stairways and loading docks test.

SPECIFICATION FEATURES

Construction

Slim, low-profile LED design with rugged one-piece, die-cast aluminum hinged removable door and back box. Matching housing styles incorporate both a small and medium design. The small housing is available in 12W, 18W and 28W. The medium housing is available in the 38W model. Patented secure lock hinge feature allows for safe and easy tool-less electrical connections with the supplied push-in connectors. Back box includes three half-inch, NPT threaded conduit entry points. The universal back box supports both the small and medium forms and mounts to standard 3-1/2" to 4" round and octagonal, 4" square, single gang and masonry junction boxes. Key hole gasket allows for adaptation to junction box or wall. External fin design extracts heat from the fixture surface. One-piece silicone gasket seals door and back box. Minimum 5" wide pole for site lighting application. Not recommended for car wash applications.

Optical

Silicone sealed optical LED chamber incorporates a custom engineered mirrored anodized reflector providing high-efficiency illumination. Optical assembly includes impact-resistant tempered glass and meets IESNA requirements for full cutoff compliance. Available in seven lumen packages; 5000K, 4000K and 3000K CCT.

Electrical

LED driver is mounted to the die-cast housing for optimal heat sinking. LED thermal management system incorporates both conduction and natural convection to transfer heat rapidly away from the LED source. 12W, 18W, 28W and 38W series operate in -40°C to 40°C (-40°F to 104°F). High ambient 50°C models available. Crosstour luminaires maintain greater than 85% of initial light output after 72,000 hours of operation. Three half-inch NPT threaded conduit entry points allow for thru-branch wiring. Back box is an authorized

Warranty

Five-year warranty.

XTOR CROSSTOUR LED

APPLICATIONS:

WALL / SURFACE

POST / BOLLARD

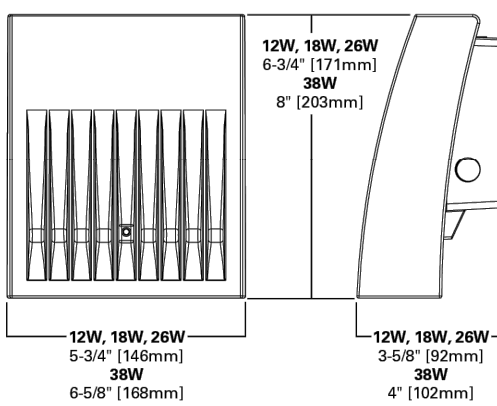
LOW LEVEL

FLOODLIGHT

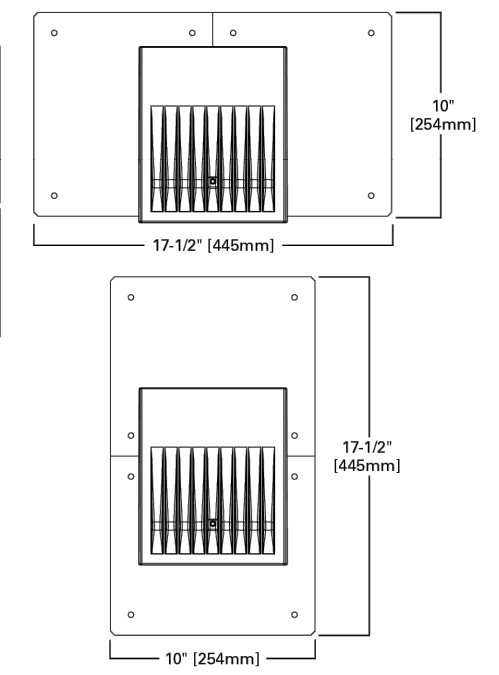
INVERTED

SITE LIGHTING

DIMENSIONS



ESCUTECHON PLATES



CERTIFICATION DATA

Dark Sky Approved (fixed mount, Full cutoff, and 3000K CCT only)
ULxUL Wet Location Listed
LM79 / LM80 Compliant
ROHS Compliant
ADA Compliant
NOM Compliant Models
IP66 Ingress Protection Rated
Title 24 Compliant
DesignLights Consortium® Qualified*

TECHNICAL DATA

40°C Maximum Ambient Temperature
External Supply Wiring 90°C Minimum

EPA Effective Projected Area (Sq. Ft.):

XTOR1B, XTOR2B, XTOR3B-0.34
XTOR4B-0.46

SHIPPING DATA:

Approximate Net Weight:
3.7 - 5.25 lbs. (1.7 - 2.4 kg.)

COOPER Lighting Solutions

TDS14013EN
December 14, 2021 5:27 PM

*www.designlights.org

Project

Catalog #

Type

Prepared by

Notes

Date

Portfolio

LERS6B/LESQS6B Cylinders

LERS6B/LESQS6B/LRSYSYM6B/LSSQSYM6B
LED 6" Shallow Round and Square Cylinder
Downlight and Directional

Typical Applications
Office • Education • Healthcare • Hospitality • Retail • Residential

Interactive Menu

- Order Information page 2
- Product Specifications page 4
- Energy Data page 4
- Photometric Data page 5
- Connected Systems page 8
- Product Warranty

Product Certification



Product Features
D2W VividTune fitlight TAA
damp location dry location

Top Product Features

- 1,000 to 4,000 lumens; Offered in 80, 90 and 97 CRI
- Round or square small surface-mount cylinders; Ceiling, wall, stem, up/down, yoke mount adjustable, LuxWire power over cable
- Extruded aluminum housing; Matte Black, White, Bronze and Silver paint finishes
- 6 color temperatures: 2400K, 2700K, 3000K, 3500K, 4000K and 5000K CCT; D2W™ option from 3000K to 1850K
- W2N Tunable White 2700K-6500K or 2000K-5000K
- Downlight or 30° adjustable reflector
- Options to meet Trade Agreements Act requirements

Dimensional and Mounting Details

6IN ROUND CYLINDER SHALLOW SURFACE MOUNT



6IN SQUARE CYLINDER SHALLOW SURFACE MOUNT



COOPER Lighting Solutions

PSS20155EN page 1
October 4, 2022 8:52 AM

specialtyLED commercial & decorative lighting

RFX-WET Series Outdoor LED Ribbon Flex

The RFX WET series is an economical, versatile solution for your LED linear exterior lighting needs. specialtyLED offers two (2) LED options to further help fulfill your lighting requirements – SMD3528 standard output and SMD5050 high output version. Both are extremely flexible and low profile. The RFX WET is completely encapsulated in a durable IP67 rated silicon housing.

Features

- Available in several bright LED color options such as blue, green, red, purple, yellow and white
- Extremely flexible, bends and twists in almost any direction
- Rated for outdoor use
- Slim design allows installation in small and tight areas without being visible
- 18 LEDs per foot provide bright illumination
- Available in 12VDC and 24VDC
- Sold in 16' rolls that include a factory installed 6' lead
- Dimmable with either a magnetic or electronic dimming driver
- Field cut every 2" for SMD3528 or every 4" for SMD5050
- Evaluated in accordance with the parameters outlined and reported by LM-79
- 5 year warranty

Technical Specifications

- 2 wire, single color, outdoor LED ribbon flex
- Voltage: 12VDC and 24VDC
- IP Rating: IP67
- Dimensions: 0.398" wide, 0.168" high (SMD3528) and 0.473" wide, 0.157" high (SMD5050)
- Operating distance: Up to a 50' run on a single power supply
- Viewing angle: 120°
- Evaluated in accordance with the parameters outlined and reported by LM-79 (SMD3528 - all colors, SMD5050 pure white and warm white)

Product Specifications

- LED specs:
 - Rated life: 50,000 hours
 - Cutting increments: 2" for the SMD 3528 and 4" for the SMD5050
 - 18 LEDs per foot
- Available in a warm white (3500K), pure white (5000K), yellow, red, green, blue and purple
- Roll length: 16' standard. Custom order 50' are also available consult factory
- Mounting: 8, 1/8 silicone mounting clips with pre-drilled screw holes provided with each roll (hardware not provided)
- Operating temperature: -32°F - 86°F (0°C - 30°C)
- Storage temperature: -40°F - 176°F (-40°C - 80°C)

Warranty

Any component that fails due to a manufacturing defect is guaranteed for five years. The warranty does not cover physical damage, abuse or instances of uncontrollable natural forces. See the full specialtyLED warranty document for detailed information. (Terms and conditions apply)

COOPER Lighting Solutions

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December 14, 2021 5:27 PM

*www.designlights.org

JESSE S. GOLDMAN, ARCHITECT

2886 S COLORADO BLVD, STE 525
DENVER, CO 80222
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BLACK HAWK, CO

2886 S COLORADO BLVD, STE 525
DENVER, CO 80222
(303) 962-9164
www.cshqa.com

THE BEER GARDEN
100 RICHMAN STREET

CSHOA



1900 E Parker Square Dr., #100, Parker, CO 80134
(303) 646-4770 | John@KVAconsulting.net

PROJECT 22168.000

DATE 3-31-23

DRAWN PJP

CHECKED JGM

REVISED 1 AGENCY COMMENTS 3/31/23

SHEET TITLE

LIGHTING CUTSHEETS

SHEET

E1.1
ORIGINAL SHEET SIZE
24" x 36"

35 of 109

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

Consider a motion to approve a Site Development Plan and Certificate of Architectural Compatibility for Ameristar Beer Garden.

RECOMMENDATION:

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

MOTION TO APPROVE Resolution 32-2023, a Resolution approving the Site Development Plan and Certificate of Architectural Compatibility for the development of an outdoor event venue and beer garden at 100 Richman Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk has received an application request for a Site Development Plan (SDP) and Certificate of Architectural Compatibility (COAC) from Applicant Representative, James Murray, AIA, CSHQA, Inc. The request is to redevelop the parking lot area into an outdoor event venue and beer garden at 100 Richman Street. The proposed SDP will be approved in conjunction with a COAC.

AGENDA DATE:

May 10, 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:

Resolution 23-2023
Site Development Plan Packet

RECORD:

☐ Yes ☒ No

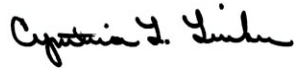
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

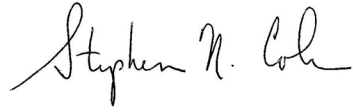
☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

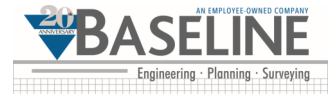
Staff Report

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

Date prepared: April 18, 2023
Meeting Date: May 10, 2023

**STAFF REPORT: Site Development Plan & Certificate of Architectural Compatibility:
Ameristar Beer Garden SDP & COAC**

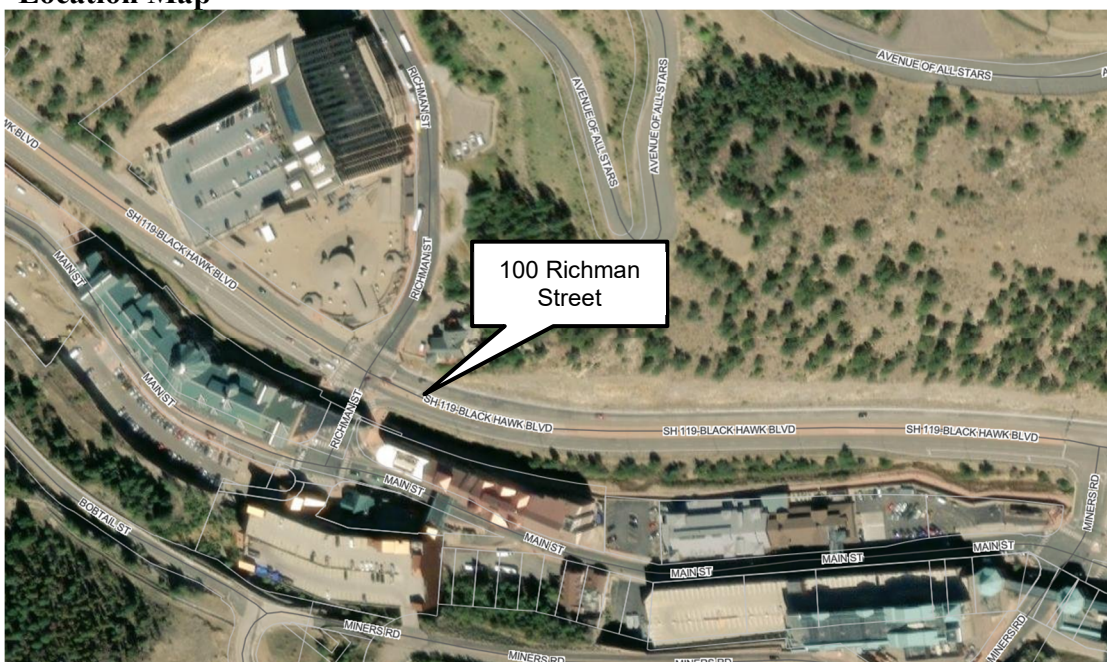
For: City Council
Project Number: P-23-06
Property Address: 100 Richman Street Black Hawk, CO 80422
Applicants: Applicant Representative, James Murray, AIA, CSHQA, Inc.
Zoning: Gaming Outstanding Lodging & Dining (GOLD)
Prepared by: Alyssa Rivas - Baseline Corporation
Approved by: Vincent Harris, AICP - Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Director



BACKGROUND:

On March 6, 2023, the City of Black Hawk received an application request for a Site Development Plan (SDP) and Certificate of Architectural Compatibility (COAC) from Applicant Representative, James Murray, AIA, CSHQA, Inc. The request is to redevelop the parking lot area into an outdoor event venue and beer garden at 100 Richman Street. The property is owned by Ameristar Casino Resort and Spa Black Hawk; and Sean Demeule, Vice President and General Manager, has given authorization to James Murray to apply for and obtain the requested SDP & COAC. The proposed SDP will be approved in conjunction with a COAC. If approved, redevelopment of the parking lot will begin in Summer 2023. The extent of the improvements is consistent with the applicant's proposal identified during a Pre-Application Meeting with City staff in June 2022.

Figure 1: Location Map

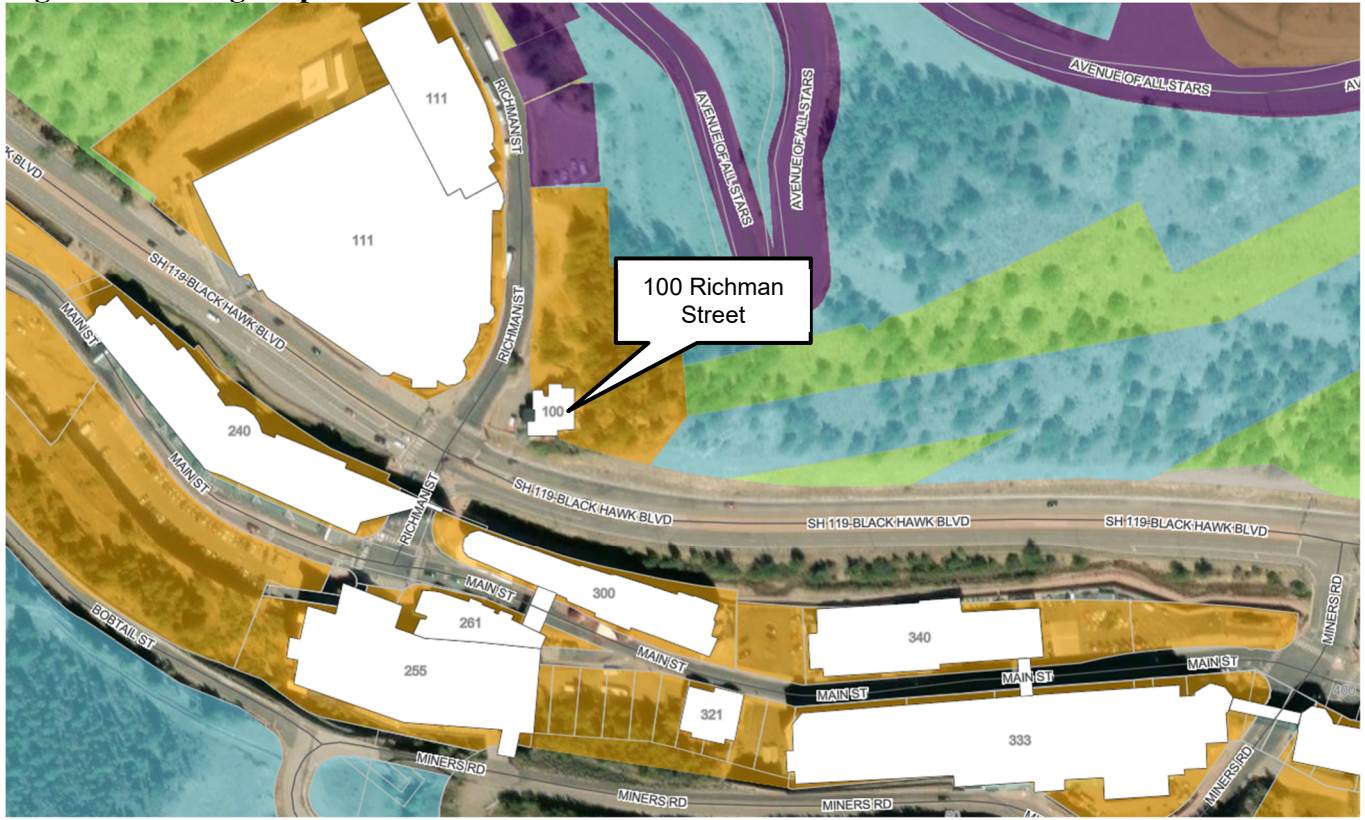


ZONING:

The property is located in the Gaming Outstanding Lodging & Dining (GOLD) zone district. Entertainment uses, bars, and restaurants are all permitted in this zone district.

The property and existing building meet the dimensional regulations of the GOLD zone district in regards to lot area, lot width, and setbacks. Off-street parking is provided across the street at the Ameristar parking garage, and at a nearby underutilized parking area/lot just uphill along Richman Street on the east side of the roadway.

Figure 2: Zoning Map



REQUEST:

The applicant is requesting review and approval of a Site Development Plan (SDP) and Certificate of Architectural Compatibility (COAC) land use approval associated with the redevelopment of the parking lot at 100 Richman Street. Proposed site improvements include removing and replacing the asphalt areas in the existing parking lot. Site surfaces will be graded and improved with a combination of crushed fines, cementitious paving, accent walls, and new landscaping. All improvements will be limited to the existing site area only. No improvements are proposed to the existing building with the exception of an internal wall to accommodate direct access to the two restrooms from the north side of the building. The civil grading and drainage plans were included with this SDP application.

The site plan proposes areas area for tables, chairs, assorted furniture, pergolas, and gas fire pits. The redevelopment also includes an elevated patio area consisting of bar type seating. The rock wall on the southwest side of the property along Richman Street will be extended to allow for two food/beer trucks to

park parallel to the wall. Consumption of alcohol will be limited to the beer garden within the property. Occupancy of the event area will be both seasonal and weather permitting generally during the months of March through October. Hours of operation are currently proposed to be 11:00 am through 10:00 pm. Other scheduled and larger “Special Events” will be posted on Ameristar’s website and will take place at the City of Black Hawks’ discretion through the Special Events process in the City Code. The existing building on the site will not be used as part of the Beer Garden, except for the restrooms inside.

Excerpts from the SDP package provided by the applicant are seen below. All SDP and COAC sheets are included in the staff report packet for this project. The SDP sheets show the layout of the proposed Beer Garden; the intended improvements planned to accommodate the new on-site improvements; and the types and materials of all outdoors canopy structures, permanent benches, lights, and furniture proposed with the project. It also shows the additional landscaping, rock walls, and ground cover/surfaces/decks to be added on the site.

Staff has reviewed this project in three different iterations with the applicant. Staff has worked with the applicant to have high quality materials and designs. A number of the currently proposed materials or colors have been updated since the first iteration of the plan submittal. There is one outstanding item related to parking that the applicant is required to address with this application. One of the 9 proposed parking spaces on the adjacent property on Richman Street shall be designated as an ADA handicap parking space. This is included as a condition in the recommendation.

Lastly, the project has other pedestrian related items to be addressed through an agreement with the City Manager related to crosswalks at the intersection of Hwy 119 and Richman Street. The property owner/applicant shall enter into an agreement related to appropriate pedestrian crossings and necessary improvements to better improve safety for pedestrians at the intersection. Such an agreement needs to be completed by January 31, 2024 to accommodate improvements to be installed before May 1, 2024.

Figure 3: Rendering



Figure 4: Site Plan

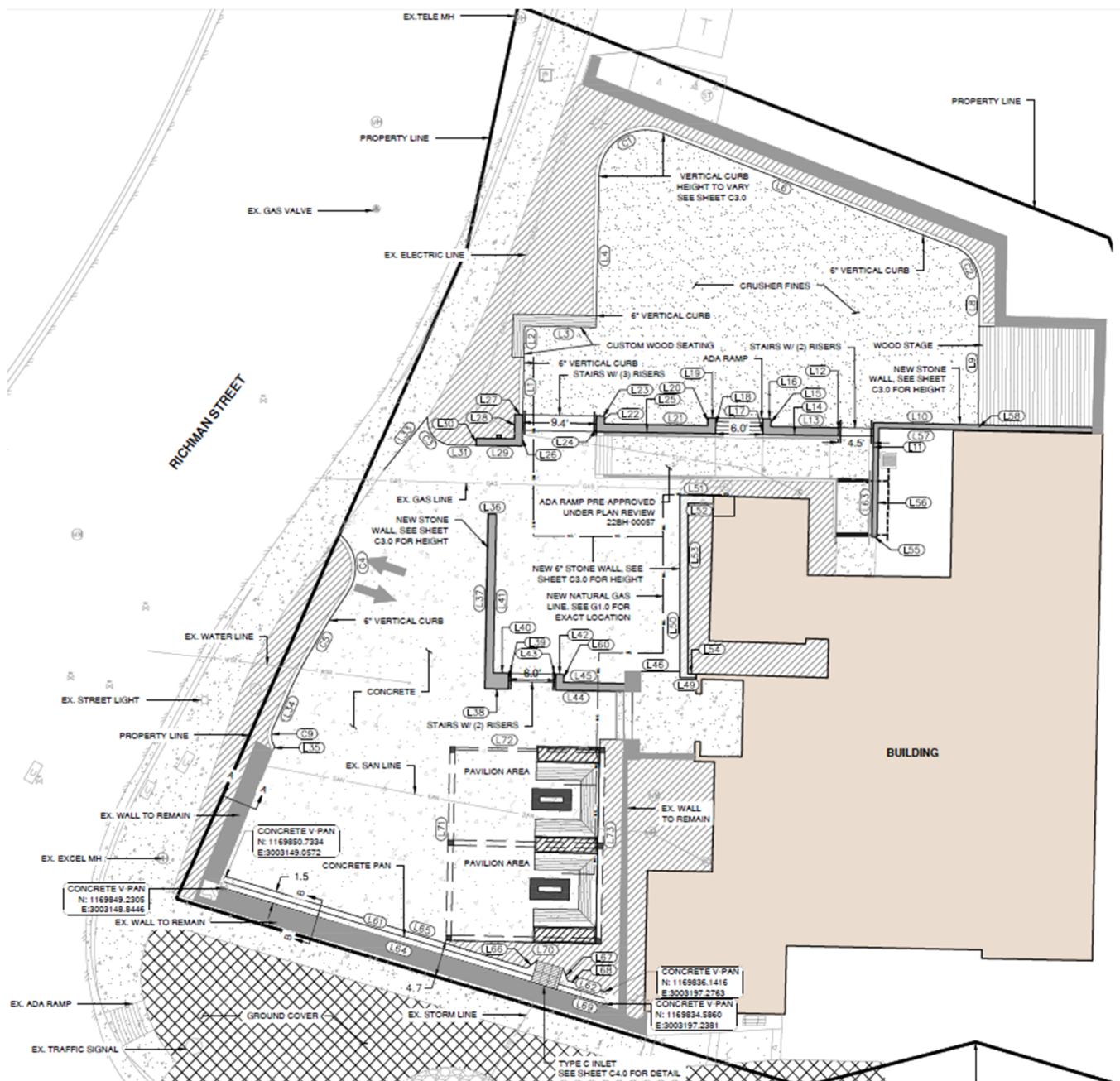
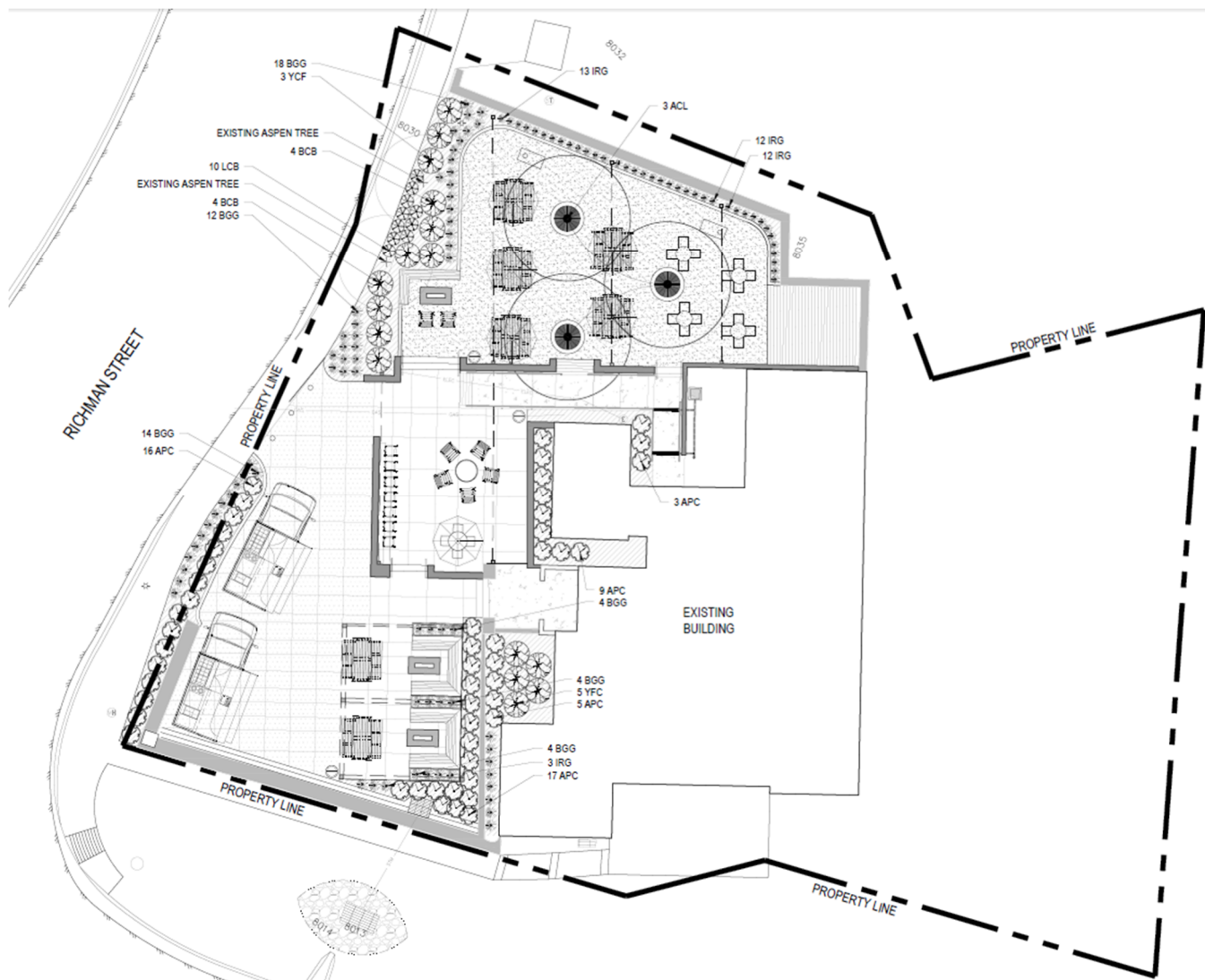


Figure 5: Hardscape and Site Layout Plan



Applicable City of Black Hawk Regulations

Excerpts from:

*City of Black Hawk
Zoning Code
Chapter 16 – Zoning*

Sec. 16-362. Site development standards and procedures for establishing vested property rights.

16-362(b). General Requirements.

(6) No site development plan will be approved unless all components of the proposed development comply with the Black Hawk Zoning and Subdivision Ordinances and all other applicable ordinances.

Staff comment: The SDP was reviewed against the development standards for the GOLD zone district and other applicable sections of the Zoning and Subdivision Ordinances. Staff suggests that the proposed SDP and COAC substantially complies with the Black Hawk Zoning and Subdivision Ordinances.

Sec. 16-362(c). Application and site development plan submittal requirements.

Staff comment: Section 16-362(c) outlines the required submittal items that must accompany an application for a Site Development Plan. The submitted SDP and COAC substantially comply with the necessary submittal materials.

Section 16-368. (a) (3) Any person seeking to modify the exterior of, add to, or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City's design standards.

Section 16-368. (a) (5) The City shall not issue a building permit or site development plan for any of the following activities until a Certificate of Architectural Compatibility ("COAC") has been issued for the project.

- a. Construction of a new building, structure or improvement;*
- b. Alteration or reconstruction of, or addition to, the exterior of any improvement;*
- c. Demolition of any improvement;*
- d. Construction or erection of or addition to any improvement upon any land located within the City; or*
- e. Excavations requiring an excavation permit.*

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

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

Staff Comment: The applicant has submitted plans that are included with this Staff Report.

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

Staff Comment: A representative of the Ameristar Casino Resort and Spa will provide additional information at the City Council meeting if needed.

- c. *The purpose of this Chapter;*

Staff Comment: The purpose of this chapter is to allow property owners to propose design options and proposals that adhere in the best possible way with the City's Design Standards and as explained in the staff report there are numerous proposed amenities, outdoors furniture, and new exterior garden style structure additions – all of which comply with the high-quality design standards and theme desired in the City.

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

Staff Comment: The applicants have and will continue to pay all necessary fees required by the ordinances of the City.

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

Staff Comment: The existing building will not be modified on its exterior. The proposed outdoors improvements and amenities with the proposed 'beer garden' will not affect the aesthetic interest of the site or the district in a negative way.

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

Staff Comment: The existing exterior of the building on this site will not be modified with this proposed project. All outdoor furniture, pergolas, and retaining walls are natural or earth toned in color, and will complement the building and surrounding environment.

STAFF SUMMARY:

Staff from Baseline Corporation has evaluated the information provided by James Murray for this project. The City of Black Hawk Municipal Code allows for exterior renovations of a site for a non-residential building with the approval of a Certificate of Architectural Compatibility. Staff from Baseline Corporation recommends that a Certificate of Architectural Compatibility be granted. The proposed renovations are acceptable, create an outdoors improvement with a high-quality appearance, is a least obtrusive solution possible, and it meets the Design Guidelines for commercial uses adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Architectural Compatibility for the development of parking lot area into an outdoor event venue and beer garden be granted, subject to the following conditions that also shall be added to the SDP document to assist the City and the property owner track the conditions listed:

1. All proposed renovations shall match those proposed by Ameristar in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction, and
3. The COAC approval is valid for 180 days after the date the COAC Resolution is signed indicating the approval, meaning permits and construction for the improvements needs to start within the next 180 days, and
4. The parking lot shown on the SDP to the north on the east side of Richman Street shall be updated with at least one (1) ADA accessible handicap parking stall, and
5. The property owner/applicant shall enter into an agreement with the City (City Manager) related to appropriate pedestrian crossings and necessary improvements to better improve safety for pedestrians at the intersection. Such an agreement needs to be completed by January 31, 2024 to accommodate improvements to be installed before May 1, 2024.and
6. If deemed necessary, Ameristar shall provide signage on both sides of Richman Street directing patrons to use the designated painted crosswalk at the intersection of Richman Street and Highway 119, and
7. Outdoor special events and use of the beer garden shall be subject to the noise standards in Section 10-130 of the Municipal Code, and
8. In the event that the Richman Building property is sold and no longer owned by Ameristar, future use of the property must comply with the parking regulations of the new use in the Richman Building. This will likely require that all or some of the beer garden use will need to be converted back to parking spaces.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a Certificate of Architectural Compatibility. To support this proposal, the following findings can be used:

The proposed beer garden renovations meet the intent of the criteria outlined in Section 16-368 of the Municipal Code and those found in Black Hawk's Design Guidelines as noted and evaluated in the staff report presented to City Council.

RECOMMENDATION:

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

MOTION TO APPROVE Resolution No. 32-2023, a Resolution approving the Site Development Plan and a Certificate of Architectural Compatibility for the development of an outdoor event venue and beer garden at 100 Richman Street with the following conditions:

1. All proposed renovations shall match those proposed by Ameristar in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction, and
3. The COAC approval is valid for 180 days after the date the COAC Resolution is signed indicating the approval, meaning permits and construction for the improvements needs to start within the next 180 days, and
4. The parking lot shown on the SDP to the north on the east side of Richman Street shall be updated with at least one (1) ADA accessible handicap parking stall, and
5. The property owner/applicant needs to enter into an agreement with the City (City Manager) related to appropriate pedestrian crossings and necessary improvements to better improve safety for pedestrians at the intersection. Such an agreement needs to be completed by January 31, 2024 to accommodate improvements to be installed before May 1, 2024, and
6. If deemed necessary, Ameristar shall provide signage on both sides of Richman Street directing patrons to use the designated painted crosswalk at the intersection of Richman Street and Highway 119, and
7. Outdoor special events and use of the beer garden shall be subject to the noise standards in Section 10-130 of the Municipal Code, and
8. In the event that the Richman Building property is sold and no longer owned by Ameristar, future use of the property must comply with the parking regulations of the new use in the Richman Building. This will likely require that all or some of the beer garden use will need to be converted back to parking spaces.

ATTACHMENTS:

1. Public Hearing Notice
2. Land Development Application Form
3. Project Narrative
4. The Beer Garden Site Development Plan (Exhibit A – Resolution)

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 for a Site Development Plan / COAC (Major) to redevelop the parking lot of the Richman Building into an outdoor event venue and beer garden; located on property described in Exhibit A and generally located at 100 Richman Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, May 10, 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

EXHIBIT A

S: 7 T: 3S R: 72W Subd: BLACK HAWK LTS ON E SIDE OF RICHMAN ST DESC 194/233
& IMPS

SETUP

WORK

PERMITS

23BH-PL00005

In Progress

100 Richman Street Black Hawk 80422

Site Development Plan (SDP)

CSHQA, Inc

Workflow

Details

Fees \$0.00

Documents

Primary/Subs

Notes (0)

History

Support Requests

Details: 23BH-PL00005

- Address
- Contractors
- General
- Permit Fields
- Contacts
- Project Submittals

Permit Applicant

Create Copy

Name

E-Mail

Phone

James G. Murray

jim.murray@cshqa.com

(720) 425-5034

☐ Homeowner Is contractor

Jobsite Address

Look Up Address

Address 1

Address 2

City

State

Zip code

100 Richman Street

Black Hawk

CO

80422

Latitude

Longitude

39.8046536

-105.4900312

Map

Property Details

Parcel

Lot

Filing

Block

183307301172

Development Case

Zoning District

Subdivision

County

22BH-PL10

Gaming Outstanding Lodging and Dining

Gilpin

Property Owner

Name

☐ Same as Applicant

Ameristar Casino Resort Spa Black Hawk

Address

☐ Same as Property Address

Address 2

111 Richman Street

City

State

Zip code

Black Hawk

CO

80422



March 1, 2023

Ms. Cynthia Linker, Director
City of Black Hawk
Community Planning and Development
211 Church Street PO Box 68
Black Hawk, Colorado 80422

SUBJECT: SDP and COAC Application for
The Beer Garden
100 Richman Street
Black Hawk, CO
CSHQA Project No. 22168.000
Case No. 22BH – PL19

Dear Ms. Linker:

Ameristar Black Hawk and CSHQA, Inc. are pleased to submit this packet to your office for consideration as we commence the process of seeking City of Black Hawk approvals of our intended development. As necessitated by your agency, please find our Site Development Plan and Certificate of Architectural Compliance submittal.

Introduction:

Ameristar Black Hawk desires to redevelop the parking lot area fronting the Richman Building into an outdoor event venue, known herein as The Beer Garden. Following our Pre-Land Use application held on June 29, 2022, our Team has prepared documents in support of the Site Development Plan and Certificate of Architectural Compliance applications. Already approved under separate application (SAFEBuilt #22BH-00057) are the accessible entrance and restroom improvements for the Richman Building. That approval will precede (or coincide) with the improvements noted in this application.

General Project Description and Intent:

As presented during the pre-application meeting, the proposal will consist of site work that will remove and replace the existing asphalt areas. Improvements will be limited to the existing site area only, creating an interactive outdoor event center. No improvements are proposed to the existing building or right-of-way conditions.

The site surfaces will be graded and improved with a combination of crushed fines, cementitious paving, landscaping and grade supporting accent walls. Outdoor furnishings (tables, seating, fire pits and accent lighting) are proposed throughout. The proposed landscape development is intended to support and enhance the occupancy experience and the planned site lighting will comply with City of Black Hawk ordinances.

Managed by the ownership, staff and services of Ameristar Black Hawk, this project will be open to the public and visitors (and guest) to the City of Black Hawk. Ameristar Casinos (and its vendors) will be managing and operating two (2) food/beverage trucks within the property.

Occupancy of this event area will be both seasonal and weather permitting. Special events will be posted on Ameristar's current website and at the City of Black Hawks' discretion; it's public website. Event operations will comply with requirements of City of Black Hawk Code Sec. 10-130.

Mandatory and Additional Documents:

We are confident that the Community and City Council will see this development as a positive asset for the City of Black Hawk.

Along with this letter, we have provided the required or additional documents on an individual basis and are noted in the attached exhibits. We look forward to seeing this project through to completion, recognizing we are just at the starting line. If there are questions or concerns, please feel free to contact myself directly via phone 720.425.5034 or my email jim.murray@cshqa.com.

Respectfully Submitted,
CSHQA, Inc.

A handwritten signature in blue ink, appearing to read 'J. Murray'.

James G. Murray, AIA
Applicant Representative

Attachments

RESOLUTION 33-2023
A RESOLUTION
APPROVING THE 2023-2024
CONTRACT WITH DELTA
DENTAL IN THE
ESTIMATED AMOUNT OF
\$134,536.00 FOR GROUP
DENTAL INSURANCE

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

Resolution No. 33-2023

**TITLE: A RESOLUTION APPROVING THE 2023-2024 CONTRACT WITH
DELTA DENTAL IN THE ESTIMATED AMOUNT OF \$134,536.00 FOR
GROUP DENTAL INSURANCE**

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 contract with Delta Dental for
Dental Insurance in the estimated amount of \$134,536.00.

RESOLVED AND PASSED this 10th day of May 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2023-2024 Dental Insurance Proposal

RECOMMENDATION:

Motion to Approve Resolution 33-2023, A Resolution Approving the 2023-2024 Contract with Delta Dental in the Estimated Amount of \$134,536.00 for Group Dental Insurance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Delta Dental presented a renewal increase of 7% for the City's 2023-2024 benefit plan year with no change to the current plan design. The City received a rate pass for the 2022-2023 plan year. The current enrollment population determines the estimated annual cost.

Staff recommends approval of the Delta Dental proposed rate increase. Staff budgeted for a 10% annual increase in the premium.

AGENDA DATE: May 10, 2023

FUNDING SOURCE: Department Specific Group Health Insurance Line Item
(xxx-xxxx-xxx-21-00)

BUDGET WORK SESSION DATE: November 9, 2022

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

RECORD: []Yes [X]No

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

SUBMITTED BY:



Melissa Greiner
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

RESOLUTION 34-2023
A RESOLUTION
APPROVING THE 2023-2024
CONTRACT WITH KAISER
PERMANENTE IN THE
ESTIMATED AMOUNT OF
\$1,147,258.00 FOR GROUP
HEALTH INSURANCE

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

Resolution No. 34-2023

**TITLE: A RESOLUTION APPROVING THE 2023-2024 CONTRACT WITH
KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF
\$1,147,258.00 FOR GROUP HEALTH INSURANCE**

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 contract with Kaiser Permanente for
Group Health Insurance in the estimated amount of \$1,147,258.00 for the plan year July 1, 2023
– June 30, 2024.

RESOLVED AND PASSED this 10th day of May 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2023-2024 Health Insurance Proposal

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

Motion to Approve Resolution 34-2023, A Resolution Approving the 2023-2024 Contract with Kaiser Permanente in the Estimated Amount of \$1,147,258.00 for Group Health Insurance.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Kaiser Permanente (KP) presented a quote for health care coverage for the 2023-2024 plan year with a rate increase of 1.7%, with the addition of gastric by-pass surgery to the plan design. The City budgeted a 15% annual increase for medical coverage. Current population determines the basis of the quote.

Current employer HSA/457 contributions will remain in place for the new plan year. The spousal surcharge/incentive programs will also continue.

AGENDA DATE: May 10, 2023

FUNDING SOURCE: Department Specific Group Health Insurance Line Item (xxx-xxxx-xxx-21-00)

WORKSHOP DATE: November 9, 2022

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

DOCUMENTS ATTACHED: N/A

RECORD: [] Yes [X] No

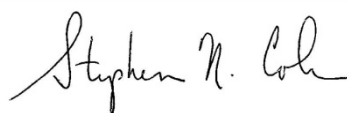
CITY ATTORNEY REVIEW: [] Yes [X] N/A

SUBMITTED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

RESOLUTION 35-2023
A RESOLUTION
APPROVING THE
PROPOSAL FROM
SYMETRA FOR 2023-2025
ANCILLARY COVERAGE

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

Resolution No. 35-2023

**TITLE: A RESOLUTION APPROVING THE PROPOSAL FROM SYMETRA FOR
2023-2025 ANCILLARY COVERAGE**

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 proposal from Symetra for 2023-
2025 Ancillary Coverage (Basic/Voluntary Life, AD&D, Short Term Disability, and Long Term
Disability). To the extent such proposal extends beyond the current fiscal year, such acceptance
is and shall be subject to annual appropriation.

RESOLVED AND PASSED this 10th day of May 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2023-2025 Ancillary Coverage (Basic/Voluntary Life, AD&D, Short Term Disability, Long Term Disability and Employee Assistance Program)

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

Motion to Approve Resolution 35-2023, A Resolution Approving the Proposal from Symetra for 2023-2024 Ancillary Coverage.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Our current ancillary coverage carrier, Symetra, quoted a 24 month renewal rate pass for Life and Accidental Death and Dismemberment coverage but added a 50% increase in premium for Short Term Disability (STD) and Long Term Disability (LTD) coverage. At the time the renewal quotes were issued, STD was at a 225% loss ratio and LTD was at a 500% loss ratio. There is no change to the Employee Assistance Program (EAP), which is included with the coverage. This equates to an annual increase in STD coverage of \$9,600.00 and \$11,700.00 for LTD coverage.

Staff requested IMA of Colorado market our ancillary coverage, and all but three of the carriers approached declined to quote because of the account's loss ratio. Of the three quotes, two were higher than Symetra, and the third did not provide enough cost savings to warrant a change in carrier. In addition, since our last renewal two years ago, the industry trend has moved to eliminating EAP coverage from ancillary plan designs. EAP policies are now available as stand-alone options for most carriers.

Symetra's renewal quote is an estimated 23% increase over our current plan, (\$75,514.56 to \$98,285.41). Staff budgeted a 10% increase. Savings from the medical and dental budgets will cover the increase in ancillary premiums for the two-year rate guarantee.

AGENDA DATE:

May 10, 2023

FUNDING SOURCE:

Department Specific Group Health Insurance line
(xxx-xxxx-xxx-21-00)

WORKSHOP DATE:

November 9, 2022

STAFF PERSON RESPONSIBLE:

Melissa Greiner
City Clerk/Administrative Services Director

RECORD: []Yes [X]No

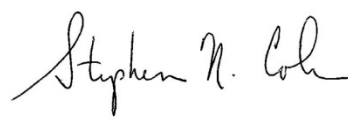
CITY ATTORNEY REVIEW: []Yes [X]N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner
City Clerk/Administrative Services Director



Stephen N. Cole
City Manager

RESOLUTION 36-2023
A RESOLUTION
AUTHORIZING THE
MAYOR TO EXECUTE A
QUITCLAIM DEED ON
BEHALF OF THE CITY TO
A NEWLY REGISTERED
ELECTOR QUALIFIED TO
SERVE ON THE SILVER
DOLLAR METROPOLITAN
DISTRICT

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

Resolution No. 36-2023

**TITLE: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
QUITCLAIM DEED ON BEHALF OF THE CITY TO A NEWLY
REGISTERED ELECTOR QUALIFIED TO SERVE ON THE
SILVER DOLLAR METROPOLITAN DISTRICT**

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

Section 1. Consistent with the Eighth Amendment to the Service Plan of the Silver Dollar Metropolitan District (the "District"), and based on the City's ownership of certain property within the boundaries of the District, the City Council hereby authorizes the Mayor to execute a Quitclaim Deed on behalf of the City to Steve Sirianni as a qualified elector, upon recommendation of the District, and to serve on the Board of Directors of the District.

RESOLVED AND PASSED this 10th day of May, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Quitclaim Deed

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

MOTION TO APPROVE Resolution 36-2023 A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Appointed Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District.

AGENDA DATE: May 10, 2023

WORKSHOP DATE: N/A

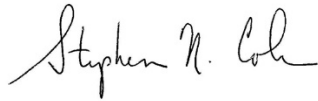
FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ N/A

RECORD: ☒ Yes ☐ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Stephen N. Cole
City Manager

Consideration less than \$500 — no documentary fee required

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2023, between the CITY OF BLACK HAWK, a Colorado home rule municipality, whose address is 201 Selak Street, Black Hawk, CO 80422 ("Grantor"); and Steve Sirianni ("Grantee").

WITNESSETH, that Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and QUITCLAIMED, and by these presents does grant, bargain, sell convey and QUITCLAIM to Grantee, as a joint tenant with right of survivorship, an undivided ONE PERCENT (1%) interest in and to all of Grantor's right, title, interest, claim and demand in and to the real property, together with all improvements, if any, situate, lying and being in the County of Gilpin, and State of Colorado as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, his heirs, successors and assigns for so long as Grantee is a member of the Board of Directors of the Silver Dollar Metropolitan District ("Board"). If Grantee resigns or otherwise ceases to be qualified to be a member of said Board at any point in the future, this deed shall become null and void as to Grantee, and all such Grantee's right, title and interest of, in and to the above-described premises shall automatically revert to the Grantor. Any such reverter may be, but shall not be required to be, evidenced by the recording of a notice of such reverter in the real property records of the Gilpin County Clerk and Recorder.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the Date set forth above.

[remainder of page intentionally left blank; signature page follows]

Signed this _____ day of _____, 2023.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

STATE OF)
) ss.
COUNTY OF GILPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by David D. Spellman, as the Mayor of the City of Black Hawk, Colorado.

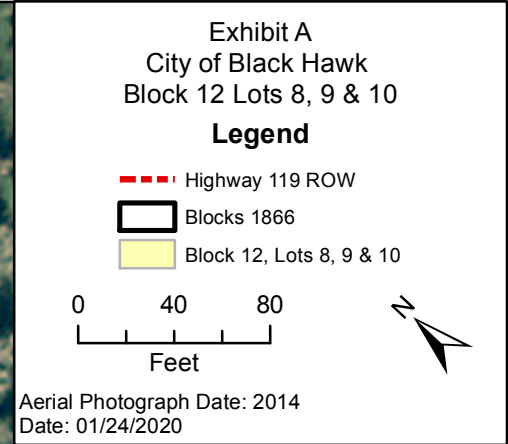
My commission expires: _____

Witness my hand and official seal. _____
Notary Public

Exhibit A

Legal Description

City of Black Hawk, Lots 8, 9 & 10 of Block 12 less Highway r-o-w, City of Black Hawk, County of Gilpin, State of Colorado



RESOLUTION 37-2023
A RESOLUTION
APPROVING THE
COMMERCIAL LEASE
WITH HEARTS AND
LEGENDS, LLC FOR THE
PROPERTY LOCATED AT
221 GREGORY STREET,
UNIT A, BLACK HAWK,
COLORADO

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 37-2023

**TITLE: A RESOLUTION APPROVING THE COMMERCIAL LEASE WITH
HEARTS AND LEGENDS, LLC FOR THE PROPERTY LOCATED AT 221
GREGORY STREET, UNIT A, BLACK HAWK, COLORADO**

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

Section 1. The City Council hereby approves the Commercial Lease with Hearts and
Legends, LLC, for the property located at 221 Gregory Street, Unit A, Black Hawk, Colorado,
attached as **Exhibit A**, and authorizes the Mayor to sign the Commercial Lease on behalf of the
City.

RESOLVED AND PASSED this 10th day of May, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Commercial Lease with Hearts and Legends, LLC, for the Property Located at 221 Gregory Street, Unit A, Black Hawk, Colorado.

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

MOTION TO APPROVE: Resolution 37-2023, A Resolution approving the Commercial Lease with Hearts and Legends, LLC, for the Property located at 221 Gregory Street., Unit A, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached Commercial Lease has a term of 36 months, expiring on May 31, 2026. The monthly rent of \$667.00 is based on \$0.50 per square foot. This lease contains of numbers provisions, including a rent credit for anticipated disruption due to adjacent construction, an allowance for tenant improvements, and standards of operations, including expected minimum operating hours.

AGENDA DATE: May 10, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Commercial Lease

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and Hearts and Legends, LLC, herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as described as 221 Gregory Street, Unit A, Black Hawk, Colorado 80422, (Approx. 1,335 Rentable Square Feet) (the "Premises") upon the following TERMS and CONDITIONS:

1. Term; Renewal; Rent; Termination.

A. Term. City demises the above Premises for an initial term commencing on May 19, 2023, and expiring on May 31, 2026.

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

C. Rent. Subject to the provisions of subsections D and E of this Section 2, Tenant shall pay rent to City in the amount of Six Hundred and Sixty-Seven dollars (\$667.00) per month for the first twelve months of this lease in advance on the first day of each month for that month's rental, during the term of this lease. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent, which shall constitute payment for the aforesaid first month's rent. The total amount of the first month's rent shall be Fifty-Three Dollars (\$53.00), which total amount takes into account the application of the disruption credit set forth in subsection D of this Section below. All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers.

D. Disruption Credit. The Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to Six Hundred and Fourteen Dollars (\$614.00). This credit is for the disruption and inconvenience anticipated along Gregory Street for the rehabilitation of 271 Gregory Street. The disruption credit will expire on December 31, 2024. Commencing on the one-year anniversary of this lease, the disruption credit shall increase by an amount equal to the Consumer Price Index adjustment pursuant to Section 1.C.

E. Sales Tax Credit. Upon expiration of the Disruption Credit, the Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to the average monthly City sales tax collected at the location for the previous twelve-month period ending December 31.

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

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

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

I. Build-Out Allowance. The Tenant is entitled to and the City shall pay Tenant improvements in the form of a Build-Out Allowance in an amount not to exceed Five Thousand Eight Hundred and Forty-Five Dollars (\$5,845.00). Specific Tenant improvements and eligibility for the allowance will be approved by the City in advance. Additionally, improvements must be completed by November 30, 2024. Building Permits must be obtained and work must be performed by Licensed Contractors, when applicable. All improvements covered by this allowance are the property of the City and will remain on the premise at the conclusion of the lease.

2. Use.

A. Use as a Retail Store. Tenant shall use and occupy the Premises for a retail establishment and other associated permitted activities. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Tenant. Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device

B. Standards of Operation. It is the expectation of the City that the Tenant have the building open to walk-up foot traffic during set retail hours for the majority of the week, with the goal of having overlapping hours with the other tenants of Gregory Street where possible.

Peak Season: From May 1 – October 31, tenants on Gregory Street shall be open to the public at least six days per week (Wednesday – Monday). Furthermore, at a minimum, operating hours should be from 11:00 am to 7:00 pm.

Off Season: From November 1 – April 30, tenants on Gregory Street shall be open to the public at least five days per week (Thursday – Monday). Furthermore, at a minimum, operating hours should be from 11:00 am to 5:00 pm.

Holidays: In addition, Tenant shall be open on state and federal holidays, regardless of the day of the week upon which the holiday is celebrated, unless Tenant receives prior approval from the City to remain closed on such a holiday.

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

4. **Tenant Improvements and Alterations.**

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

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

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against City's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant

shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

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

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this lease.

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

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

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

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

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots, and

sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

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

i Comprehensive broad form general public liability insurance protecting the Premises and Tenant's use thereof against claims for personal injury and death occurring upon, in or about the Premises, such insurance to afford protection with limits as follows:

- (A) One Million Dollars (\$1,000,000) per Occurrence;
 - (B) Two Million Dollars (\$2,000,000) General Aggregate;
 - (C) One Million Dollars (\$1,000,000) Products/Completed Operations;
 - (D) Two Million Dollars (\$1,000,000) Products/Completed Operations Aggregate;
 - (E) One Million Dollars (\$1,000,000) Personal and Advertising Injury;
- and
- (F) One Million Dollars (\$1,000,000) Damage to Premises Rented to You.

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

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

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the name of the Tenant, and their designees, and shall list the City as an Additional Insured. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and

property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

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

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

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

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

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is

reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

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

17. **Taxes.**

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

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

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

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

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

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

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

E. Keep the outside area immediately adjoining the Premises reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.

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

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

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

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

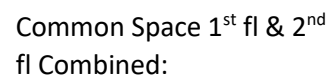
21. **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

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

To Lessee: Hearts and Legends, LLC
Attn: Omar Garcia
11743 Niagara Street
Thornton, CO 80233

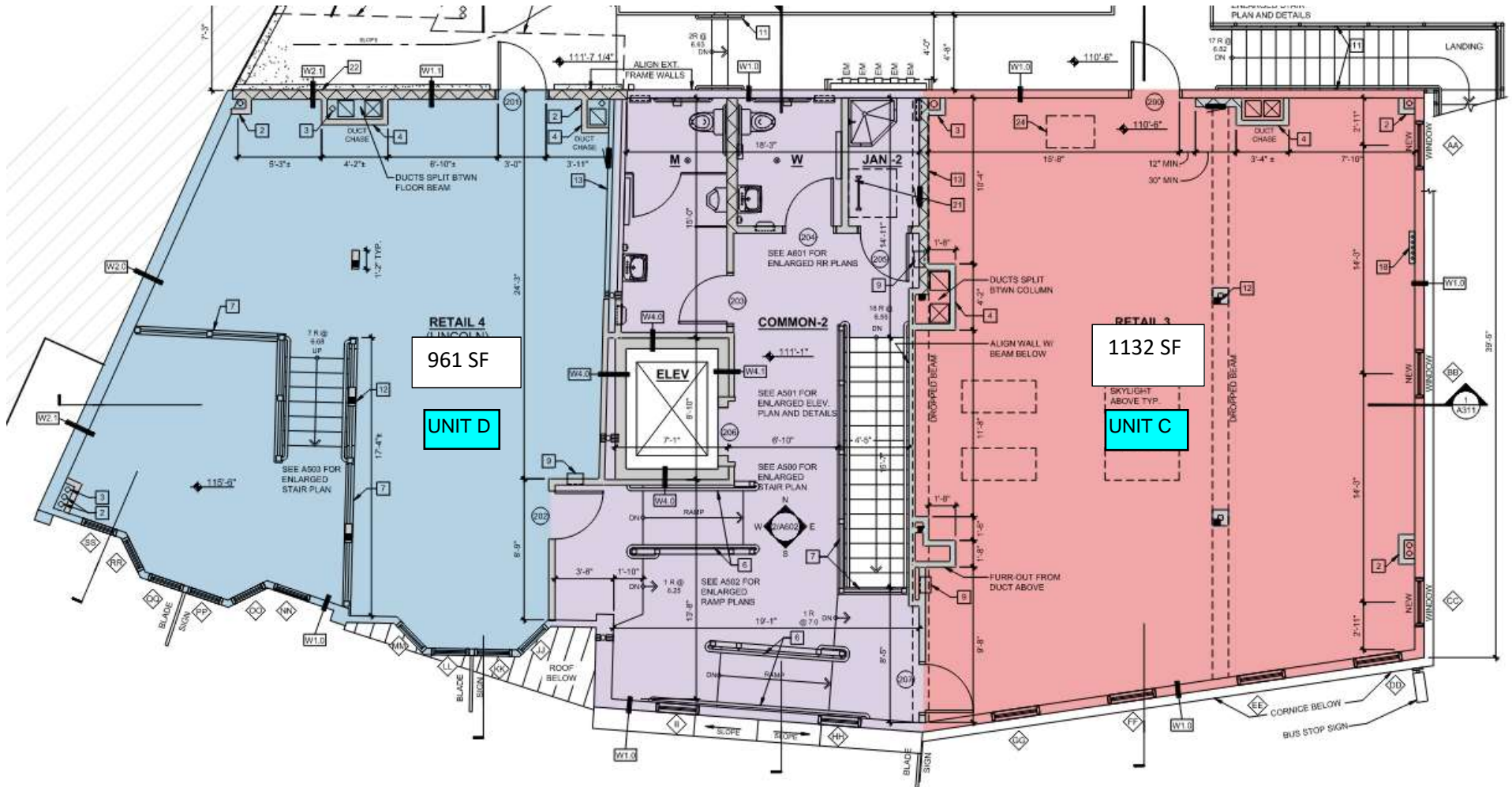
22. **Assigns, Successors.** This lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

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



80 of 109

Upper Level



RESOLUTION 38-2023
A RESOLUTION
APPROVING THE
COMMERCIAL LEASE
WITH HEAT & SWEET
CLASSICS, CORP. FOR
THE PROPERTY
LOCATED AT 221
GREGORY STREET, UNIT
B, BLACK HAWK,
COLORADO

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

Resolution No. 38-2023

**TITLE: A RESOLUTION APPROVING THE COMMERCIAL LEASE WITH
HEAT & SWEET CLASSICS, CORP. FOR THE PROPERTY LOCATED
AT 221 GREGORY STREET, UNIT B, BLACK HAWK, COLORADO**

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

Section 1. The City Council hereby approves the Commercial Lease with Heat &
Sweet Classics, Corp. for the property located at 221 Gregory Street, Unit B, Black Hawk,
Colorado, attached as **Exhibit A**, and authorizes the Mayor to sign the Commercial Lease on behalf
of the City.

RESOLVED AND PASSED this 10th day of May, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Commercial Lease with Heat & Sweet Classics, Corp., for the Property Located at 221 Gregory Street, Unit B, Black Hawk, Colorado.

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

MOTION TO APPROVE: Resolution 38-2023, A Resolution approving the Commercial Lease with Heat & Sweet Classics, Corp., for the Property located at 221 Gregory Street., Unit B, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached Commercial Lease has a term of 36 months, expiring on May 31, 2026. The monthly rent of \$500.00 is based on \$0.50 per square foot. This lease contains of numbers provisions, including a rent credit for anticipated disruption due to adjacent construction, an allowance for tenant improvements, and standards of operations, including expected minimum operating hours.

AGENDA DATE: May 10, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Commercial Lease

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and Heat & Sweet Classics, Corp., herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as described as 221 Gregory Street, Unit B, Black Hawk, Colorado 80422, (Approx. 1,001 Rentable Square Feet) (the "Premises") upon the following TERMS and CONDITIONS:

1. Term; Renewal; Rent; Termination.

A. Term. City demises the above Premises for an initial term commencing on June 1, 2023, and expiring on May 31, 2026.

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

C. Rent. Subject to the provisions of subsections D and E of this Section 2, Tenant shall pay rent to City in the amount of Five Hundred dollars (\$500.00) per month for the first twelve months of this lease in advance on the first day of each month for that month's rental, during the term of this lease. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent, which shall constitute payment for the aforesaid first month's rent. The total amount of the first month's rent shall be Forty Dollars (\$40.00), which total amount takes into account the application of the disruption credit set forth in subsection D of this Section below. All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers.

D. Disruption Credit. The Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to Four Hundred and Sixty Dollars (\$460.00). This credit is for the disruption and inconvenience anticipated along Gregory Street for the rehabilitation of 271 Gregory Street. The disruption credit will expire on December 31, 2024. Commencing on the one-year anniversary of this lease, the disruption credit shall increase by an amount equal to the Consumer Price Index adjustment pursuant to Section 1.C.

E. Sales Tax Credit. Upon expiration of the Disruption Credit, the Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to the average monthly City sales tax collected at the location for the previous twelve-month period ending December 31.

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

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

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

I. Build-Out Allowance. The Tenant is entitled to and the City shall pay Tenant improvements in the form of a Build-Out Allowance in an amount not to exceed Four Thousand Three Hundred and Eighty-Three Dollars (\$4,383.00). Specific Tenant improvements and eligibility for the allowance will be approved by the City in advance. Additionally, improvements must be completed by November 30, 2024. Building Permits must be obtained and work must be performed by Licensed Contractors, when applicable. All improvements covered by this allowance are the property of the City and will remain on the premise at the conclusion of the lease.

2. Use.

A. Use as a Retail Store. Tenant shall use and occupy the Premises for a retail establishment and other associated permitted activities. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Tenant. Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device

B. Standards of Operation. It is the expectation of the City that the Tenant have the building open to walk-up foot traffic during set retail hours for the majority of the week, with the goal of having overlapping hours with the other tenants of Gregory Street where possible.

Peak Season: From May 1 – October 31, tenants on Gregory Street shall be open to the public at least six days per week (Wednesday – Monday). Furthermore, at a minimum, operating hours should be from 11:00 am to 7:00 pm.

Off Season: From November 1 – April 30, tenants on Gregory Street shall be open to the public at least five days per week (Thursday – Monday). Furthermore, at a minimum, operating hours should be from 11:00 am to 5:00 pm.

Holidays: In addition, Tenant shall be open on state and federal holidays, regardless of the day of the week upon which the holiday is celebrated, unless Tenant receives prior approval from the City to remain closed on such a holiday.

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

4. **Tenant Improvements and Alterations.**

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

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

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against City's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant

shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

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

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this lease.

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

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

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

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

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots, and

sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

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

i Comprehensive broad form general public liability insurance protecting the Premises and Tenant's use thereof against claims for personal injury and death occurring upon, in or about the Premises, such insurance to afford protection with limits as follows:

- (A) One Million Dollars (\$1,000,000) per Occurrence;
 - (B) Two Million Dollars (\$2,000,000) General Aggregate;
 - (C) One Million Dollars (\$1,000,000) Products/Completed Operations;
 - (D) Two Million Dollars (\$1,000,000) Products/Completed Operations Aggregate;
 - (E) One Million Dollars (\$1,000,000) Personal and Advertising Injury;
- and
- (F) One Million Dollars (\$1,000,000) Damage to Premises Rented to You.

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

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

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the name of the Tenant, and their designees, and shall list the City as an Additional Insured. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and

property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

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

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

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

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

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is

reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

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

17. **Taxes.**

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

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

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

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

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

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

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

E. Keep the outside area immediately adjoining the Premises reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.

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

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

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

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

21. **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

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

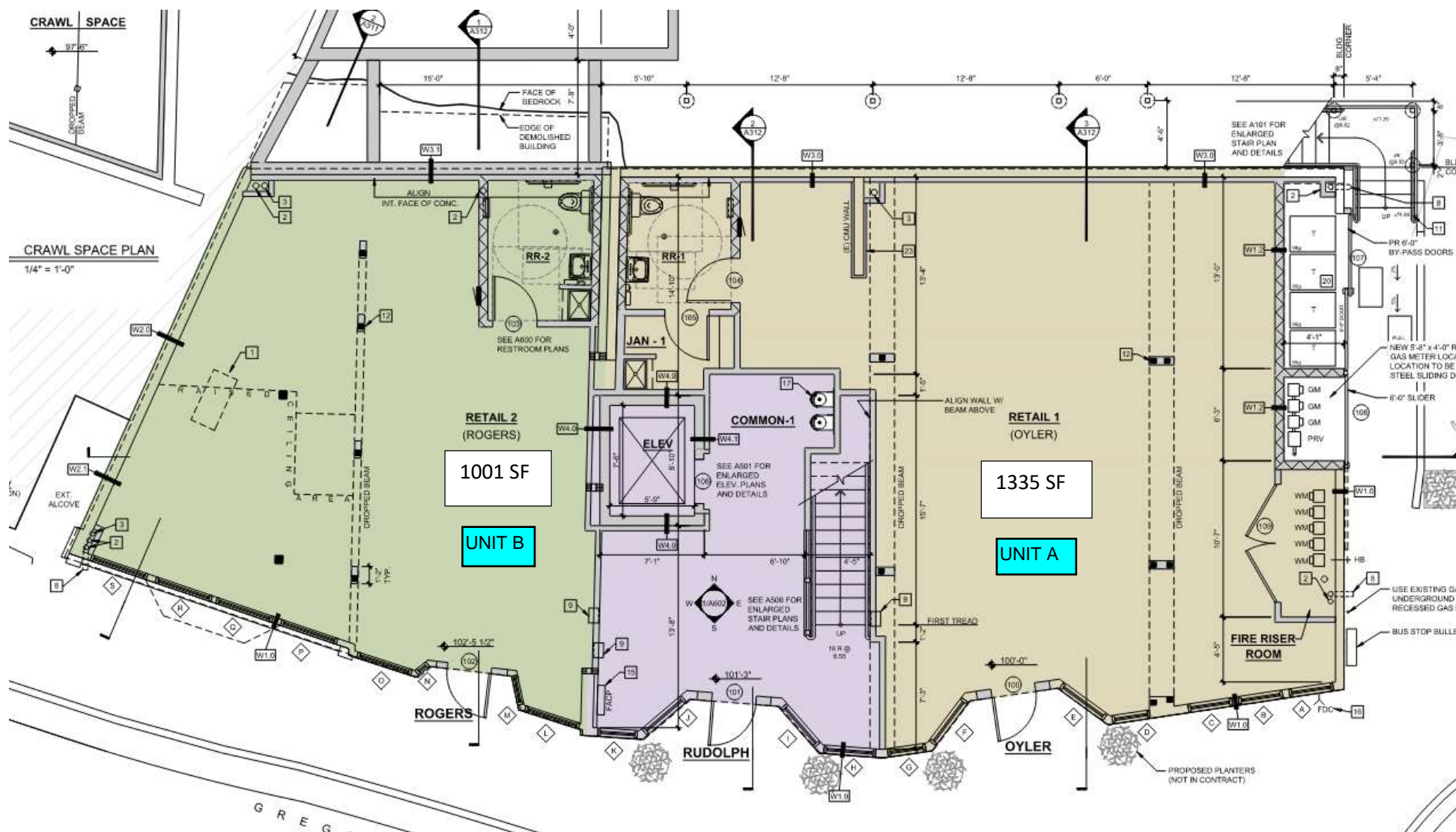
To Lessee: Heat & Sweet Classics, Corp.
Attn: Edward J. Miller
315 Juniper Rd.
Black Hawk, CO 80422

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

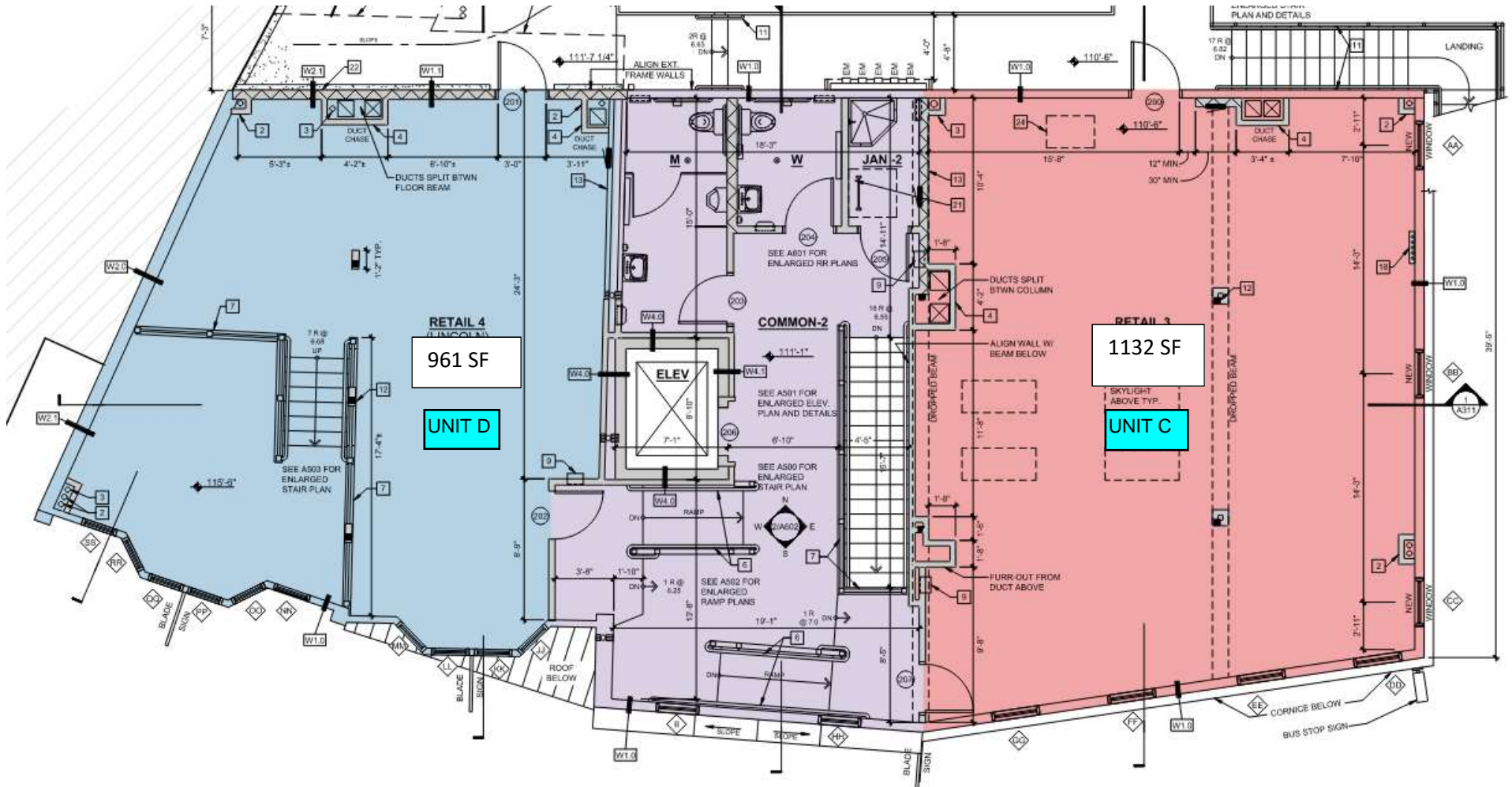
23. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

221 Gregory – Unit Square Footage

Ground Level



Upper Level



RESOLUTION 39-2023
A RESOLUTION
APPROVING THE
COMMERCIAL LEASE
WITH LITWOOD
CREATIONS, LLC FOR
THE PROPERTY
LOCATED AT 221
GREGORY STREET, UNIT
D, BLACK HAWK,
COLORADO

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 39-2023

**TITLE: A RESOLUTION APPROVING THE COMMERCIAL LEASE WITH
LITWOOD CREATIONS, LLC FOR THE PROPERTY LOCATED AT 221
GREGORY STREET, UNIT D, BLACK HAWK, COLORADO**

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

Section 1. The City Council hereby approves the Commercial Lease with LitWood
Creations, LLC, for the property located at 221 Gregory Street, Unit D, Black Hawk, Colorado,
attached as **Exhibit A**, and authorizes the Mayor to sign the Commercial Lease on behalf of the
City.

RESOLVED AND PASSED this 10th day of May, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Commercial Lease with LitWood Creations, LLC, for the Property Located at 221 Gregory Street, Unit D, Black Hawk, Colorado.

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

MOTION TO APPROVE: Resolution 39-2023, A Resolution approving the Commercial Lease with LitWood Creations, LLC, for the Property located at 221 Gregory Street., Unit D, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached Commercial Lease has a term of 36 months, expiring on May 31, 2026. The monthly rent of \$480.00 is based on \$0.50 per square foot. This lease contains of numbers provisions, including a rent credit for anticipated disruption due to adjacent construction, an allowance for tenant improvements, and standards of operations, including expected minimum operating hours.

AGENDA DATE: May 10, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Commercial Lease

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and LitWood Creations, LLC, herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as described as 221 Gregory Street, Unit D, Black Hawk, Colorado 80422, (Approx. 961 Rentable Square Feet) (the "Premises") upon the following TERMS and CONDITIONS:

1. Term; Renewal; Rent; Termination.

A. Term. City demises the above Premises for an initial term commencing on May 19, 2023, and expiring on May 31, 2026.

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

C. Rent. Subject to the provisions of subsections D and E of this Section 2, Tenant shall pay rent to City in the amount of Four Hundred & Eighty dollars (\$480.00) per month for the first twelve months of this lease in advance on the first day of each month for that month's rental, during the term of this lease. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent, which shall constitute payment for the aforesaid first month's rent. The total amount of the first month's rent shall be Thirty-Eight Dollars (\$38.00), which total amount takes into account the application of the disruption credit set forth in subsection D of this Section below. All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers.

D. Disruption Credit. The Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to Four Hundred and Forty-Two Dollars (\$442.00). This credit is for the disruption and inconvenience anticipated along Gregory Street for the rehabilitation of 271 Gregory Street. The disruption credit will expire on December 31, 2024. Commencing on the one-year anniversary of this lease, the disruption credit shall increase by an amount equal to the Consumer Price Index adjustment pursuant to Section 1.C.

E. Sales Tax Credit. Upon expiration of the Disruption Credit, the Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to the average monthly City sales tax collected at the location for the previous twelve-month period ending December 31.

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

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

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

I. Build-Out Allowance. The Tenant is entitled to and the City shall pay Tenant improvements in the form of a Build-Out Allowance in an amount not to exceed Four Thousand Two Hundred and Eight Dollars (\$4,208.00). Specific Tenant improvements and eligibility for the allowance will be approved by the City in advance. Additionally, improvements must be completed by November 30, 2024. Building Permits must be obtained and work must be performed by Licensed Contractors, when applicable. All improvements covered by this allowance are the property of the City and will remain on the premise at the conclusion of the lease.

2. Use.

A. Use as a Retail Store. Tenant shall use and occupy the Premises for a retail establishment and other associated permitted activities. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Tenant. Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device

B. Standards of Operation. It is the expectation of the City that the Tenant have the building open to walk-up foot traffic during set retail hours for the majority of the week, with the goal of having overlapping hours with the other tenants of Gregory Street where possible.

Peak Season: From May 1 – October 31, tenants on Gregory Street shall be open to the public at least six days per week (Wednesday – Monday). Furthermore, at a minimum, operating hours should be from 11:00 am to 7:00 pm.

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4. **Tenant Improvements and Alterations.**

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

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

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against City's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant

shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

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

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this lease.

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

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

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

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

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots, and

sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

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

i Comprehensive broad form general public liability insurance protecting the Premises and Tenant's use thereof against claims for personal injury and death occurring upon, in or about the Premises, such insurance to afford protection with limits as follows:

- (A) One Million Dollars (\$1,000,000) per Occurrence;
 - (B) Two Million Dollars (\$2,000,000) General Aggregate;
 - (C) One Million Dollars (\$1,000,000) Products/Completed Operations;
 - (D) Two Million Dollars (\$1,000,000) Products/Completed Operations Aggregate;
 - (E) One Million Dollars (\$1,000,000) Personal and Advertising Injury;
- and
- (F) One Million Dollars (\$1,000,000) Damage to Premises Rented to You.

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

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

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the name of the Tenant, and their designees, and shall list the City as an Additional Insured. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and

property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

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

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

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

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

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is

reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

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

17. **Taxes.**

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

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

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

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

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

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

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

E. Keep the outside area immediately adjoining the Premises reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.

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

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

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

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

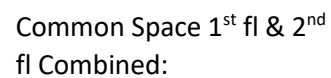
21. **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

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

To Lessee: LitWood Creations, LLC
Attn: Christopher Jason Flesher
67 Badger Rd.
Black Hawk, CO 80422

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

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



108 of 109

Upper Level

