REGULAR MEETING AGENDA

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

May 24, 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: May 10, 2023

7. PUBLIC HEARINGS:

   A. CB12, An Ordinance of the City of Black Hawk Amending the Black Hawk Municipal Code Regarding Smoke and Carbon Monoxide Detectors and Fire Extinguishers in Short-Term Rental Properties

   B. Resolution 40-2023, A Resolution Approving the Site Development Plan and Certificate of Architectural Compatibility for the Garage at 311 Chase Street

   C. Resolution 41-2023, A Resolution Approving a Site Development Plan for the City-owned Properties Located at 200-496 Gregory Street

   D. Resolution 42-2023, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria Located at 307 Gregory Street

   E. Resolution 43-2023, A Resolution Conditionally Approving a Certificate of Architectural Compatibility to Allow an Elevator and Exterior Improvements for Gregory Point at Mountain City Located at 410-496 Gregory Street

   F. Resolution 44-2023, A Resolution Approving the Gregory Hill Subdivision for Property Located at 987 Miners Road In Order to Reconfigure Lot, Tract, Parcel, and Right-Of-Way Lines on Gregory Hill

   G. Local Liquor Licensing Authority Consideration of a Special Event Liquor Permit for Team Evergreen Cycling - TENTATIVE

8. ACTION ITEMS:

   A. Resolution 45-2023, A Resolution Conditionally Approving a Certificate of Appropriateness for the Interior Renovations to the City of Black Hawk Police Station Located at 221 Church Street

   B. Resolution 46-2023, A Resolution Approving the Request of the New Property Owner of 101 Horn Street to Remain in the Queue for Participation in the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs for a Rehabilitation and Preservation Easement

   C. Resolution 47-2023, A Resolution Approving Expenditures in the Total Amount Not to Exceed $116,326.55 for the City's Exterior Paint Program

   D. Resolution 48-2023, A Resolution Approving the Second Amendment to Subdivision and Development Agreement Between the City of Black Hawk and Club Vista Properties II, LLC Regarding the Black Hawk Park Subdivision

AMERICANS WITH DISABILITY ACT NOTICE Any disabled person who plans to attend any governmental meeting of the City of Black Hawk and requires special assistance can contact City Hall at (303) 582-2221. Please make any request for assistance at least 24 hours before the scheduled meeting

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 and regarding options related to City-owned property pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, other City-owned property, and potential property acquisition pursuant to C.R.S § 24-6-402(4)(e).

12. ADJOURNMENT:

City of Black Hawk
City Council

May 10, 2023

MEETING MINUTES

District #1 Gilpin County Commissioner Marie Mornis 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, May 10, 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, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Maintenance Services Manager Jackson, City Engineer Reed, Community Planning & Development Director Linker, Development Services Coordinator Richards, Baseline Engineering Consultants Harris and Rivas, 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 no agenda changes.

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

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

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

6. APPROVAL OF MINUTES: April 26, 2023

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

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

7. PUBLIC HEARINGS:

A. 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

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item and said that in November of 2022, voters approved a ballot measure converting Fermented Malt Beverage licenses to Fermented Malt Beverage and Wine Retailer licenses and authorized those licenses to conduct tastings. This Ordinance would allow those license types to have tastings within the City.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on 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 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 Moates 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.

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

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

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultants Harris and Rivas went through their presentation. Ameristar plans to redevelop the parking lot area of the Richman Building into an outdoor event venue and beer garden. Ms. Rivas said the application met the code and zoning regulations and Design Guidelines, so staff is recommending approval.

Alderman Midcap asked about parking. Ms. Rivas confirmed they would use the existing Ameristar parking garage.

Ameristar General Manager Sean Demeule and Architect Jim Murray were present on behalf of the applicant. They explained the only public use of the building is for the restrooms, and the plan is to update the interior of the building only to accommodate ADA restrooms. They concluded by saying this was another non-gaming entertainment amenity to offer the community seasonally in the evenings and weekends.

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

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

MOTION TO APPROVE Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson 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.

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

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

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced this item and said there was an increase of 7%, but since the City received a rate pass for 2022-2023, this is technically 7% over two years, which is still below what was budgeted.

MOTION TO APPROVE Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres 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.

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

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

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner was happy to introduce this rate increase of only 1.7% with the addition of gastric bypass surgery to the plan design.

MOTION TO APPROVE Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett 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.

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

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

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that this line of coverage is changing quite a bit, especially with the industry moving towards eliminating the Employee Assistance Program (EAP). She said Symetra quoted a two-year renewal rate keeping our EAP but added a 50% increase in premiums for both Short Term Disability and Long Term Disability due to the City's loss ratio. She said we had a 225% loss ratio for the short term and a 500% loss ratio for the long term. She contacted IMA, the City's insurance brokerage firm, and Symetra was still the best option.

MOTION TO APPROVE Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 35-2023, a Resolution approving the proposal from Symetra for 2023-2025 Ancillary Coverage.

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

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

Mayor Spellman read the title.

City Attorney Hoffmann explained this Quitclaim Deed was the mechanism to allow new representation, in this case from Maverick Casino, to have an undivided interest in the Director's Parcel of the City and to serve on the Silver Dollar Metropolitan District.

MOTION TO APPROVE Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve 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.

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

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 and 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

Mayor Spellman read the title.

Finance Director Hillis introduced these leases, which include three of the four units available at 221 Gregory Street. He said the only variation has to do with square footage and allowance based on the square footage. He said the lessees have asked for three additional items to be included in the lease, which are not in the packet. The first was for automatic three-

year renewal with a sales tax credit, as long as all provisions of the lease have been met for those first three years; the second was a provision to allow flexibility to the standards of operations during winter weather events; and the third was to ask the City not to lease to businesses with the same product. Mayor Spellman noted it is a good faith effort to stay open as much as possible, but it would have to be a judgment call on weather, and as for the non-compete clause, he explained as long as the primary revenue isn't derived by that similar business model, it shouldn't be a problem, but again would have to be on a case by case basis.

Each lessee was present, and the first introduced were Omar and Valerie Garcia of Hearts and Legends, LLC. They said they started in 2009 and have done powwows all over the state. They specialize in beadwork and silversmithing and plan to have western and southwestern apparel and décor.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates 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.

MOTION PASSED

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

Eddie and Terri Miller of Heat & Sweet Classics, Corp. were next for introductions. They specialize in classic old-fashioned candies, Colorado hot sauces, and vintage sodas. They said they want their store to be a happy place for tourists and locals alike.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 38-2023, a Resolution approving the Commercial Lease with Heat and Sweet Classics, Corp. for the property located at 221 Gregory Street, Unit B, Black Hawk, Colorado.

MOTION PASSED

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

Last up was Jason & Michele Flesher of LitWood Creations, LLC, who live in Gilpin County. They specialize in fractal high-voltage electricity wood creations. They plan to invite artisan friends such as potters, etc. Mayor Spellman noted that Jason was the first to approach the City about a lease and he reminded everyone that there was still one space available.

MOTION TO APPROVE

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

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

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

10. CITY ATTORNEY REPORT: City Attorney Hoffmann reported that since Council's last meeting SB23-213, the assault on local control was unsuccessful and died on the last day of the legislative session. He said they expect some variation to come back and are already working on how to prevent it.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 2 and 5 for Executive Session and the specific legal issues related to potential litigation, and under negotiations, the items regard City-owned property and the attempt to acquire additional property for the City's trail system.

MOTION TO ADJOURN INTO EXECUTIVE SESSION Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:29 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 4:15 p.m.

MOTION TO RECONVENE THE REGULAR OPEN SESSION Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to reconvene into the regular open session at 4:15 p.m.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve the acquisition of property from Ed and Shirley Smith at Bates Hill in the amount of $75,000.00 plus the cost of surveying the property being acquired and the remaining property. Mayor Spellman clarified that Bates Hill is located in the City of Central.

MOTION PASSED

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:16 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

DRAFT

COUNCIL BILL 12

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF BLACK HAWK AMENDING THE BLACK HAWK MUNICIPAL CODE REGARDING SMOKE AND CARBON MONOXIDE DETECTORS AND FIRE EXTINGUISHERS IN SHORT-TERM RENTAL PROPERTIES

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB12

ORDINANCE NUMBER: 2023-12

TITLE: AN ORDINANCE OF THE CITY OF BLACK HAWK AMENDING THE BLACK HAWK MUNICIPAL CODE REGARDING SMOKE AND CARBON MONOXIDE DETECTORS AND FIRE EXTINGUISHERS IN SHORT-TERM RENTAL PROPERTIES

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

Section 1. Section 6-706 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 6-706. Health and Safety Standards.

Each short-term rental property shall be licensed and in compliance with all applicable standards established under this Article as follows:

(a) Each short-term rental property shall have a posting of the following information in a conspicuous place and manner available to renters:

(1) The short-term rental license number;

(2) The contact information of the property owner or manager;

(3) The contact information for all emergency services;

(4) Fire escape routes (if a multi-story building); and

(5) Method and timing of trash disposal and recycling.

(b) Each short-term rental shall ensure that the address number of the rental property is visible and easy to read from the road to the front of the building.

(c) Each short-term rental shall ensure that all smoke and carbon monoxide detectors and fire extinguishers are present, in working order, and in compliance with Article IX, Chapter 7 of this Code.

(d) Each short-term rental shall ensure that the property is serviced by water and sanitation systems that have been approved to meet all state health standards.

(e) Each short-term rental shall ensure the exterior and interior of the property are in good repair, including, but not limited to, kitchen facilities that are provided which shall be maintained in good repair.

(f) Each short-term rental shall ensure that there are no active hazards present.

(g) Each short-term rental shall ensure that the property is pest and vermin free.

(h) Each short-term rental shall comply with the applicable provisions of the City's zoning and subdivision regulations with respect to adopted bulk standards, including, but not limited to, height, setbacks, area, lot coverage, external signage and parking.

Section 2. Article IX of Chapter 7 of the Black Hawk Municipal Code is amended to read as follows:

ARTICLE IX

Smoke and Carbon Monoxide Alarms and Fire Extinguishers

Sec. 7-200. Purpose and applicability.

(a) The purpose of this Article is to:

(1) Protect the health and safety of the residents of the City by requiring operational smoke and carbon monoxide detectors and fire extinguishers in residential rental occupancies.

(2) Reduce the number of injuries and fatalities resulting from carbon monoxide (CO) poisoning.

(b) This Article shall apply to all rental residential properties, including properties used as short-term rentals pursuant to Article XX of Chapter 6 of this Black Hawk Municipal Coe, which contain any fuel-fired appliance, fuel-fired heater, fireplace or attached garage.

Sec. 7-201. Definitions.

For the purposes of this Article, the following terms shall have the following meanings:

Carbon monoxide alarm means a device that detects carbon monoxide and that:

a. Produces a distinct, audible alarm;

b. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide and smoke alarms shall be listed in accordance with UL 2034 and UL 217.

c. Is battery powered, plugs into a dwelling's electrical outlet and has a battery backup, is wired into a dwelling's electrical system and has a battery backup or is connected to an electrical system via an electrical panel; and

d. May be combined with a smoke-detecting device if the combined device complies with applicable law regarding both smoke-detecting devices and carbon monoxide alarms and if the combined unit produces an alarm, or an alarm and voice signal, in a manner that clearly differentiates between the two (2) hazards.

Dwelling unit means a single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Fire Extinguisher means a portable device that discharges a jet of water, foam, gas, or other material to extinguish a fire.

Fuel means coal, kerosene, oil, fuel gases or other petroleum products or hydrocarbon products such as wood that emit carbon monoxide as a by-product of combustion.

Installed means that a carbon monoxide alarm is placed in a dwelling unit in one (1) of the following ways:

a. Wired directly into the dwelling's electrical system.

b. Directly plugged into an electrical outlet without a switch other than a circuit breaker; or

c. If the alarm is battery-powered, attached to the wall or ceiling of the dwelling unit in accordance with the National Fire Protection Association's Standard 720, or any successor standard, for the operation and installation of carbon monoxide detection and warning equipment in dwelling units.

Multi-family dwelling means any improved real property used or intended to be used as a residence and that contains more than one (1) dwelling unit. *Multi-family dwelling* includes a condominium or cooperative.

Operational means working and in service in accordance with manufacturer instructions.

Single-family dwelling means any improved real property used or intended to be used as a residence and that contains one (1) dwelling unit.

Smoke Alarm means a fire-protection device that automatically detects and gives a warning of the presence of smoke and that:

a. Produces a distinct, audible alarm;

b. Smoke alarms shall be listed in accordance with UL 217. Combination carbon monoxide and smoke alarms shall be listed in accordance with UL 2034 and UL 217.

c. May be combined with a carbon monoxide-detecting device if the combined device complies with applicable law regarding both smoke-detecting devices and carbon monoxide alarms and if the combined unit produces an alarm, or an alarm and voice signal, in a manner that clearly differentiates between the two (2) hazards.

Sec. 7-202. Required use of smoke and carbon monoxide alarms and fire extinguishers in rental properties.

(a) In addition to any other requirements provided by law, an operational smoke alarm and carbon monoxide alarm shall be installed in the following locations lawfully used for sleeping purposes in any single-family dwelling or dwelling unit in a multi-family dwelling that is used for rental purposes and that contains any fuel-fired appliances, fuel-fired heater, fireplace or attached garage.

(1) In each sleeping room;

(2) Outside each separate sleeping area in the immediate vicinity of the bedrooms;

(3) On each additional story of the dwelling, including basements and habitable attics and not including crawlspaces and uninhabitable attics. In dwellings or dwelling units with split-levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level; and

(4) Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by this section.

(b) A fire extinguisher must be visible and centrally located in the rental property. Selection of a fire extinguisher for resident use should be made with the understanding of an extinguisher's capacity (or its rating) along with the potential fire hazards in the residence. Depending on the conditions existing in each living unit, additional extinguishers or extinguishers of larger capacity might be advisable. The following are minimum fire extinguisher requirements per floor level:

(1) A single extinguisher rated 2-A:10-B:C or higher; or

(2) One extinguisher rated 2-A or higher and a second extinguisher rated 10-B:C or higher.

Sec. 7-203. Owner obligations.

The owner of any rental property specified in Section 7-202 above shall be required to perform all of the following:

(a) Provide for the installation of any smoke and carbon monoxide alarms and fire extinguishers;

(b) Prior to the commencement of a new tenant occupancy, replace any smoke and carbon monoxide alarms and fire extinguishers that were stolen, removed, found missing or found not operational after the previous occupancy. Fire extinguishers should be either serviced or replaced per manufacturer specifications;

(c) Ensure that any batteries necessary to make the smoke and carbon monoxide alarms operational are provided to the tenant at the time the tenant takes residence in the dwelling unit;

(d) Replace any smoke and carbon monoxide alarms and fire extinguishers if notified by a tenant in writing that any smoke or carbon monoxide alarms or fire extinguishers were stolen, removed, found missing or found not operational during the tenant's occupancy; and

(e) Fix any deficiency in a smoke or carbon monoxide alarm or fire extinguisher that cannot be corrected by the tenant and that the tenant has reported in writing to the owner or the owner's authorized agent.

Sec. 7-204. Tenant obligations.

The tenant of any rental property specified in Section 7-202 above shall be required to perform all of the following:

(a) Keep, test and maintain all smoke and carbon monoxide alarms and fire extinguishers in good repair;

(b) Notify, in writing, the owner of the rental property, or his or her authorized agent, if the batteries of any smoke or carbon monoxide alarms need to be replaced;

(c) Notify, in writing, the owner of the rental property, or his or her authorized agent, if any smoke or carbon monoxide alarms or fire extinguishers are stolen, removed, found missing or found not operational during the tenant's occupancy of the unit; and

(d) Notify, in writing, the owner of the rental property, or his or her authorized agent, of any deficiency in any smoke or carbon monoxide alarms or fire extinguishers that the tenant cannot correct.

Sec. 7-205. Prohibited battery removal.

No person shall remove batteries from, or in any way render inoperable, a smoke or carbon monoxide alarm, except as part of a process to inspect, maintain, repair, or replace the alarm or replace the batteries in the alarm.

Sec. 7-206. Enforcement and penalties.

(a) It shall be unlawful for any owner, tenant or other person who owns, manages, rents or is otherwise present in any property subject to this Article to violate any provision of this Article.

(b) Violations of any provision of this Article shall be punishable in accordance with Section 1-74 of this Code.

Section 3. 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 4. 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 5. 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 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Adding Smoke Detector and Fire Extinguisher reference to the Carbon Monoxide Alarms Code and deleting reference to the International Fire Code (IFC) in the Short-term Rental Properties Code.

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

Motion to Approve CB12, an Ordinance of the City of Black Hawk amending the Black Hawk Municipal Code regarding smoke and carbon monoxide detectors and fire extinguishers in short-term rental properties.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Under Short-term Rental Health and Safety Standards in the Municipal Code, current compliance calls for a smoke and carbon monoxide detector to be in working order and in compliance with Article IX, Chapter 7 of the Code, and that fire extinguishers are present and maintained as required by the International Fire Code (IFC).

After the most recent short-term rental inspection, it was confirmed that the IFC pertains to commercial, not residential, and although short-term rental is a business, it is located in a residential property, so the best approach to ensure compliance was to amend the Code to remove the IFC reference and to add both the smoke detectors and fire extinguishers to the Carbon Monoxide Alarms section of the Code, which gives authority for SAFEbuilt to inspect these additional items.

Staff and SAFEbuilt drafted the amendment proposed in Ordinance 2023-12.

AGENDA DATE: May 24, 2023

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

DOCUMENTS ATTACHED: 2023-12 Ordinance

RECORD: [ ]Yes [X]No

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

SUBMITTED BY:

Melissa Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:

Stephen N. Cole
City Manager

RESOLUTION 40-2023

A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE GARAGE AT 311 CHASE STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 40-2023

TITLE: A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE GARAGE AT 311 CHASE 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 Larry and Cynthia Linker for a Site Development Plan and Certificate of Architectural Compatibility for the development of a 3-car garage located at 311 Chase 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 ("COAC"), on the following conditions:

A. All proposed construction shall match those proposed by Larry and Cynthia Linker in their submittal;

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

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.

RESOLVED AND PASSED this _____ day of _____, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

CODE ANALYSIS

PROPERTY ADDRESS: 311 CHASE ST. BLACK HAWK, CO
JURISDICTION: BLACK HAWK
ZONING: DIVISION 1 HISTORIC RESIDENTIAL (HR)
18' FRONT SETBACK FROM GARAGE DOORS. 2' ALLOWED FROM FRONT PER VARIANCE. SIDE & REAR YARD SETBACKS 7'. HEIGHT LIMIT 27'

CODE:	2021 IRC
OCCUPANCY TYPE:	R-3
CONSTRUCTION TYPE:	VB NON SPRINKLERED
PROJECT SUMMARY:	GARAGE WITH ASTROTURF ROOF
FLOOR AREA:	1,000 S.F.

CONTACTS

OWNERS:
CINDY AND LARRY LINKER
311 CHASE ST.
BLACK HAWK, CO
(303) 582-0667
clinker1960@gmail.com

CIVIL ENGINEER:
STUART GORTON
GORTON ENGINEERING, LLC
(720) 652-0349
stuartgorton@msn.com

ARCHITECT:
DEBBIE DAVENPORT
CARIBOU RIDGE ARCHITECTURE, LLC
(720) 273-9479
debbie@caribouridge.com

STRUCTURAL ENGINEER:
ANTHEM STRUCTURAL
ISAAC SIMMONS
(303) 848-8497
isimmons@anthemstructural.coM

DRAWING INDEX:

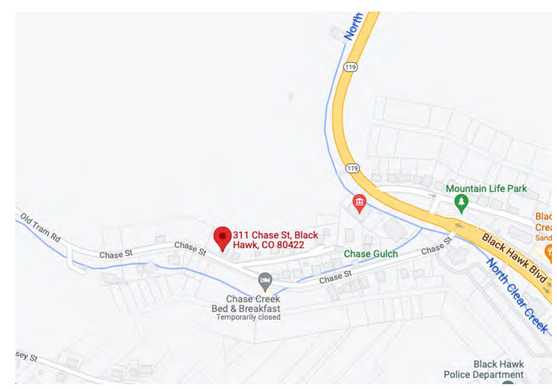
C100	GENERAL NOTES & SCHEDULE OF VALUES
C200	SITE, UTILITY, & EROSION CONTROL PLAN GRADING & DRAINAGE PLAN
C300	EARTHWORK CALCULATIONS
C400	DETAILS
A0.0	CODE ANALYSIS, & PROJECT INFORMATION
A1.0	SITE PLAN
A2.0	FLOOR & ELECTRICAL & LIGHTING PLAN, DOOR SCHEDULE
A3.0	ELEVATIONS B&W
A3.1	ELEVATION B&W
A3.2	ELEVATIONS COLOR
A4.0	BUILDING SECTIONS & ROOF PLAN
S0.0	STRUCTURAL NOTES
S0.01	3D VIEWS
30.3	STRUCTURAL DETAILS
S0.5	STRUCTURAL DETAILS
S0.6	STRUCTURAL DETAILS
S1.0	FOUNDATION PLAN
S1.1	ROOF FRAMING PLAN
S5.0	FOUNDATION DETAILS
S5.1	STAIR DETAILS

GENERAL NOTES:

1. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE RESPONSIBLE AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THIS PROJECT TO BUILD IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND REGULATIONS, AND SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND ELEVATIONS PRIOR TO STARTING WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANSHIP LIKE MANNER AND BE OF THE QUALITY ACCEPTED BY STANDARD INDUSTRY PRACTICE.
2. ALL PRODUCTS SHALL BE PLACED OR INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS OR RECOMMENDATIONS.
3. THE CONTRACTORS SHALL PROTECT ALL EXISTING SITE CONDITIONS TO REMAIN AND REPAIR ANY THAT ARE DAMAGED DURING CONSTRUCTION.
4. FIELD VERIFY ALL DIMENSIONS RELATED TO EXISTING CONDITIONS BEFORE ORDERING MATERIALS OR BEGINNING CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES IN A TIMELY MANNER.
5. DIMENSIONS ARE SHOWN TO THE FACE OF STUDS.
6. CAULK OR FLASH BETWEEN DISSIMILAR MATERIALS (AROUND WINDOWS, ROOF/WALL INTERSECTIONS, ETC.

LEGEND & ABBREVIATIONS:

100	DOOR PER DOOR SCHEDULE
1 / A5.0	BUILDING SECTION
	NEW FRAMED WALL
	CONCRETE WALL
℄	CENTER LINE OF DOOR



VICINITY MAP

LINKER GARAGE AND STORAGE

311 CHASE ST.
BLACK HAWK, CO

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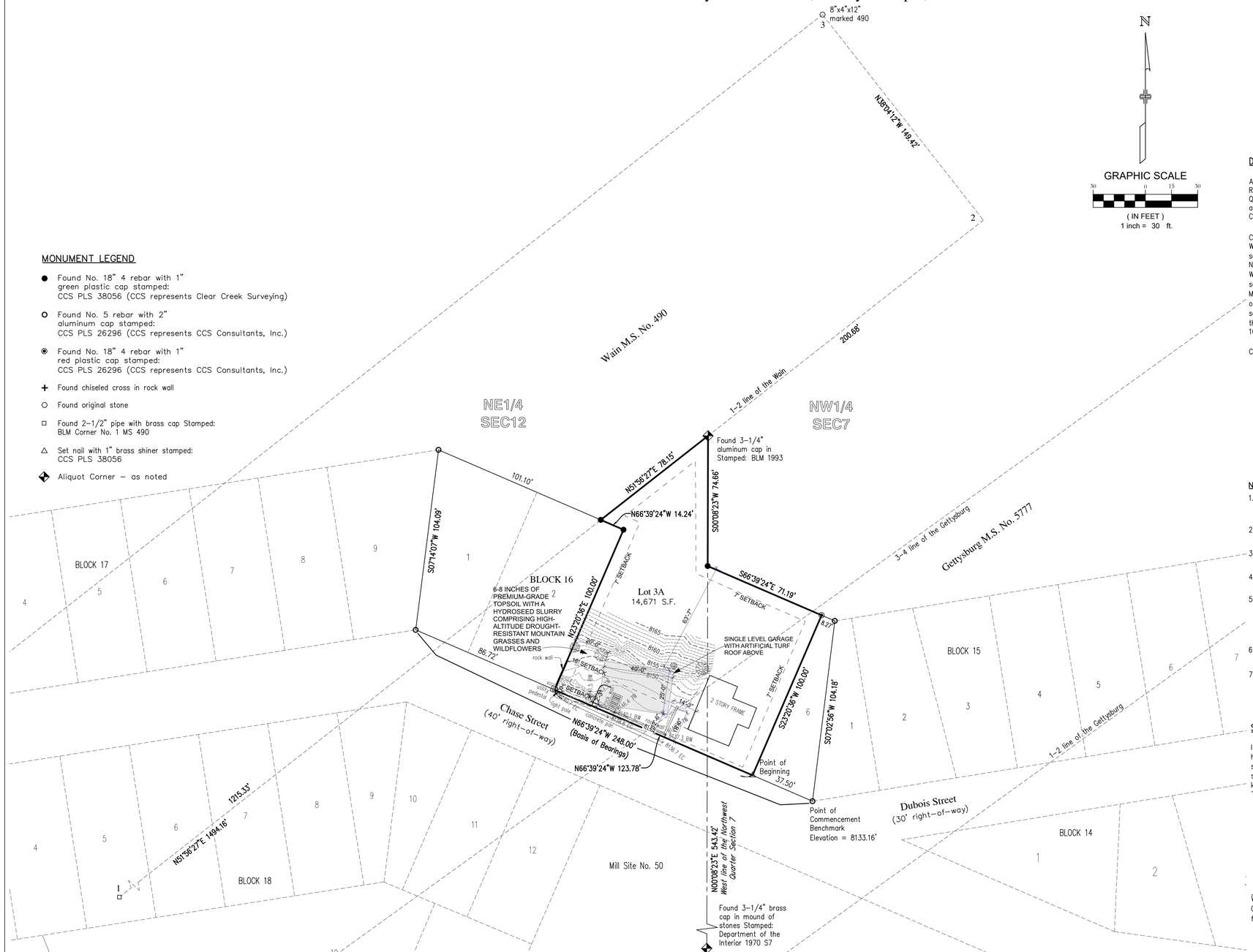
CODE ANALYSIS & PROJECT INFORMATION

A0.0

TOPOGRAPHIC SURVEY OF

CITY OF BLACK HAWK, BLOCK 16 AMENDMENT NO. 1

A Minor Subdivision of Lots 3, 4, 5 and a portion of Lot 6, Block 16, City of Black Hawk and a part of Government Lot 1,
Located in the Northwest Quarter of Section 7 and the Northeast Quarter of Section 12,
Township 3 South, Range 72 West of the 6th Principal Meridian
City of Black Hawk, County of Gilpin, State of Colorado



N

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

MONUMENT LEGEND

- ● Found No. 18" 4 rebar with 1" green plastic cap stamped: CCS PLS 38056 (CCS represents Clear Creek Surveying)
- ○ Found No. 5 rebar with 2" aluminum cap stamped: CCS PLS 26296 (CCS represents CCS Consultants, Inc.)
- ◉ Found No. 18" 4 rebar with 1" red plastic cap stamped: CCS PLS 26296 (CCS represents CCS Consultants, Inc.)
- + Found chiseled cross in rock wall
- ○ Found original stone
- □ Found 2-1/2" pipe with brass cap Stamped: BLM Corner No. 1 MS 490
- △ Set nail with 1" brass shiner stamped: CCS PLS 38056
- Aliquot Corner – as noted

DESCRIPTION:

A combination of Lots 3, 4, 5, and that portion of Lot 6 described in the Boundary line Agreement recorded at Reception No. 22473, Block 16, City of Black Hawk, County of Gilpin, State of Colorado, located in the Northwest Quarter of Section 7 and the Northeast Quarter of Section 12, Township 3 South, Range 72 West of the 6th P.M. and a part of Government Lot 1, Section 12, Township 3 South, Range 73 West of the 6th P.M., City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows;

Commencing at the Southeasterly corner of said Block 16 whence Southwesterly corner thereof bears North 66°39'24" West, a distance of 248.00 feet with all bearings contained herein relative thereto; thence along the Southerly line of said Block 16 North 66°39'24" West, a distance of 37.50 feet to the Point of Beginning; thence continue Northwesterly along said line, a distance of 123.78 feet to the Westerly line of said Lot 3; thence along said Westerly line North 23°20'36" East, a distance of 100.00 feet to the Northerly line of Said Block 16; thence along said Northerly line North 66°39'24" West, a distance of 14.24 feet to the 1–2 line of the Wain Lode, United States Mineral Survey No. 490; thence along said 1–2 line North 51°56'27" East, a distance of 78.15 feet to the West line of said Northwest Quarter Section 7; thence along said West line South 00°08'23" West, a distance of 74.66 feet to said Northerly line of Block 16; thence along said Northerly line South 66°39'24" East, a distance of 71.19 feet to the line described in said Boundary Line Agreement; thence along said line South 23°20'36" West, a distance of 100.00 feet to the Point of Beginning.

Containing a calculated area of 14,671 square feet or 0.337 acres.

NOTES:

1. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
2. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory, commits a class two (2) misdemeanor pursuant to state statute 18–4–508, C.R.S.
3. All dimensions shown hereon are expressed in U.S. Survey feet and decimals thereof. A U.S. Survey foot is defined as exactly 1200/3937 meters. All bearings shown here on are degrees–minutes–seconds.
4. This Improvement Survey Plat is based on the approved City of Black Hawk Survey Map of Block 16 and is recognized by the City of Black Hawk as controlling exterior boundary information for the Block.
5. This survey does not constitute a title search by Clear Creek Surveying. To determine title or easements of record. Research for this survey was performed in accordance with C.R.S. 38–51–106 and the rules of procedure and board policy statements of the state board of licensure for architects, professional engineers and professional land surveyors. Title commitment number MLT2022–5261 dated June 24, 2022 at 7:30 a.m. Prepared by Mountain Land Title was relied upon for all information regarding easements of record, rights of way, title of record and civil court actions of record.
6. Basis of Bearings: Bearings are based on the South line of Block 16 having an record bearing per the City of Black Hawk Survey Map of North 66°39'24" West being marked at both end with found No. 5 rebar with 2"aluminum cap stamped: CCS PLS 26296
7. The common line of Lots 2 and 3 was established from the centerline of the historic rock wall, said wall being 37' from a chiseled cross in the wall face and the centerline of the wall defining the common line of Lots 3 and 4.

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this topographic survey was made in accordance with applicable standards of practice, was prepared under my responsible charge based on a field survey performed on December 27, 2022 and to the best of my professional knowledge, information and belief is an accurate representation of that field survey. This is not a guaranty or warranty, either expressed or implied.

COLORADO LICENSED
WESTON D. SPEARS
EXP. 01/04/2023
38056
PROFESSIONAL LAND SURVEYOR

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Clear Creek Surveying

Revisions			
Date	By	Description	
Date	By	Description	
Date	By	Description	
Date	By	Description	

Field Date _____ Drawn by _____
Party Chief _____ Checked By _____
PLS WDS

TITLE: Topographic Survey
SECS 7 and 12, T3S, R72W of the 6th P.M.

CLIENT: Larry & Cynthia L. Linker
311 Chase Street
Black Hawk, CO 80422

Clear Creek Surveying
P.O. Box 3184
Idaho Springs, CO 80452
(303) 567-4755

Project No. 22GEN55
Sheet No. 1
No. of Sheets 1

1 SITE PLAN
SCALE: 1" = 30'
0 30' 60'

COLORADO LICENSED
DEBORAH C. DAVENPORT
305684
05/12/2023
ARCHITECT

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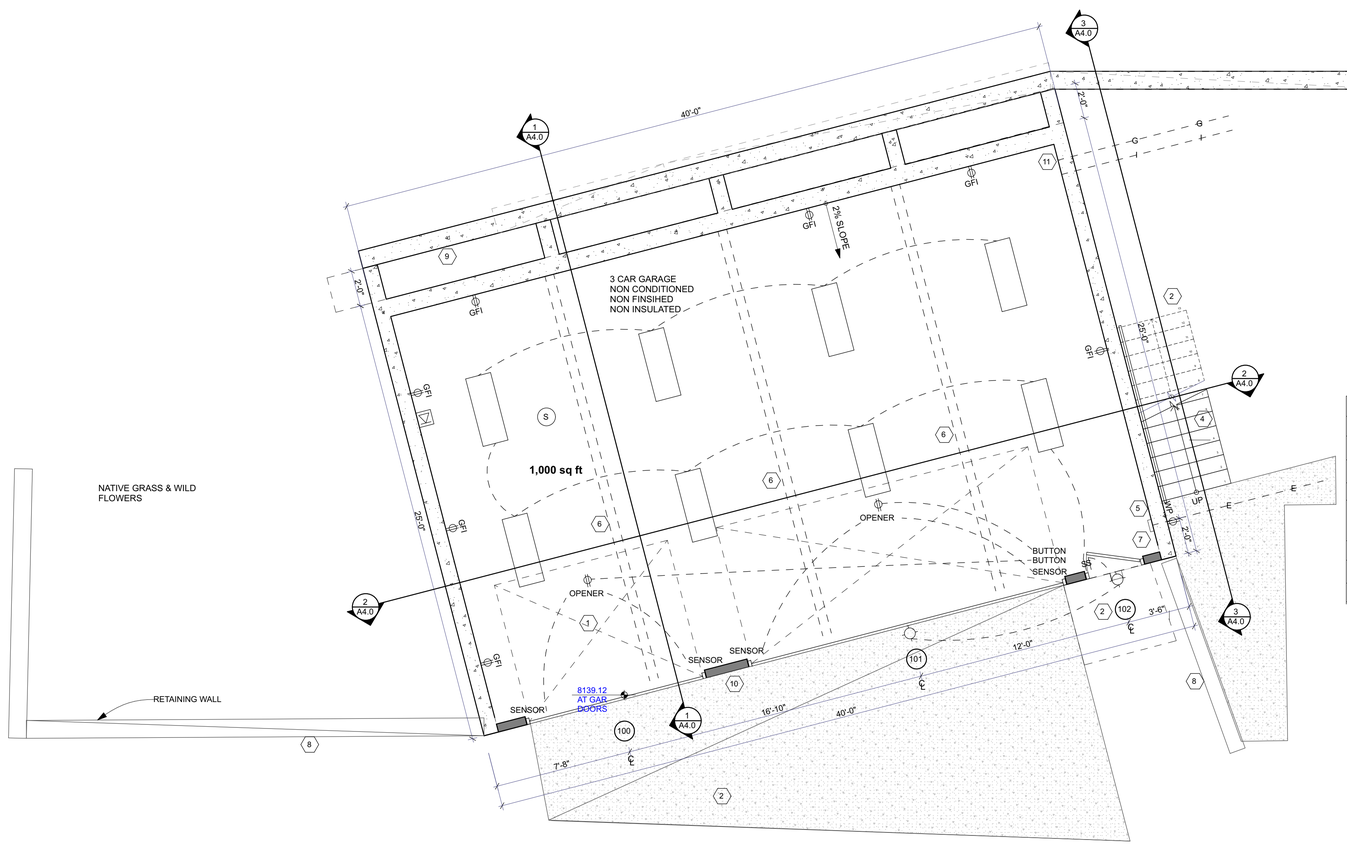
SITE PLAN

A1.0

Door Schedule *SEE ELEVATIONS FOR TEMPERING*			
NUMBER	DOOR SIZE		NOTES
	HEIGHT	WIDTH	
100	8'-0"	10'-0"	
101	8'-0"	18'-0"	
102	6'-8"	3'-0"	



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN NOTES

1. REMOVE EXISTING STONE RETAINING WALLS & STAIR.
2. CONCRETE LANDING OR DRIVE.
3. GUARD RAILING 36" ABOVE LANDING, STAIR, DECK, OR LOFT FLOOR. RAILS COMPONENTS SUCH THAT A 4" SPHERE MAY NOT PASH THROUGH.
4. STAIR AS SUCH:
RISERS MAX 7 3/4" HEIGHT.
TREADS MIN. 10" WITH 1" NOSINGS.
HAND RAIL 2'-10" ABOVE STAIN NOSINGS. TO BE CONTINUOUS & TO EXTEND FROM ABOVE THE TOP TO LOWER RISERS.
5.SUB ELECTRICAL PANEL.
6. BEAM ABOVE PER STRUCTURAL.
7. UDWE GROUNDING.
8. RETAINING WALL WITH STONE VENEER PER STRUCTURAL.
9. RETAINING WALL PER STRUCTURAL & CONCRETE GUTTER PER CIVIL.
10. SOUTH WALL STONE VENEER ON HOUSE WRAP ON SHEATHING PER STRUCTURAL ON 2X6 STUDS 16" O,C,
11. STUB IN FOR GAS LINE.

NOTES:
1. DIMMERS ON SWITCHES IN LIVING SPACES.
2. MULTIPLE SWITCHES TO BE ORGANIZED ON A LIGHT SWITCH PANEL WITH LABLES.
3. ALL LIGHT BULBS TO BE LED UNLESS NOTED OTHERWISE

ELECTRICAL & LIGHTING LEGEND

PHONE/INTERNET	
WATER PROOF OUTLET	WP
GROUND FAULT INTERRUPTED OUTLET	GFI
SMOKE DETECTOR	S
LIGHT SWITCH	$
SURFACE MOUNTED LIGHT FIXTURE	
GAS LINE FROM HOUSE	G
ELECTRICAL LINE FROM HOUSE	E
INTERNET LINE FROM HOUSE	I

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305684
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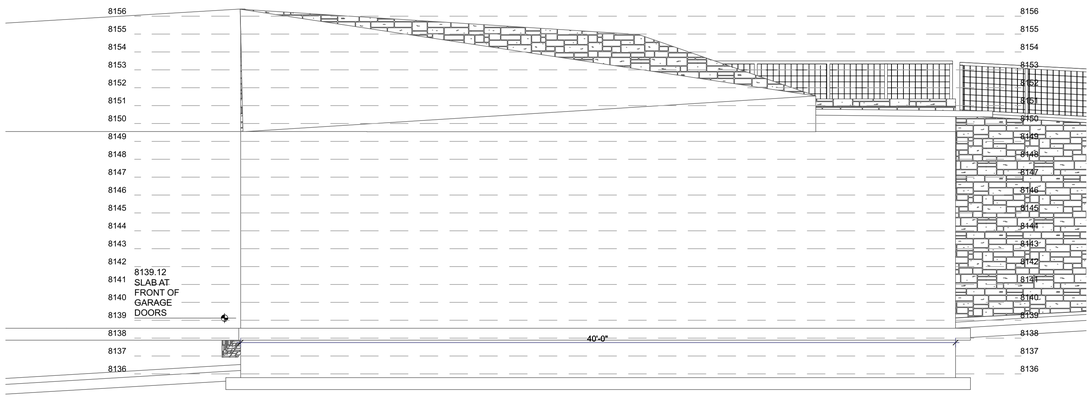
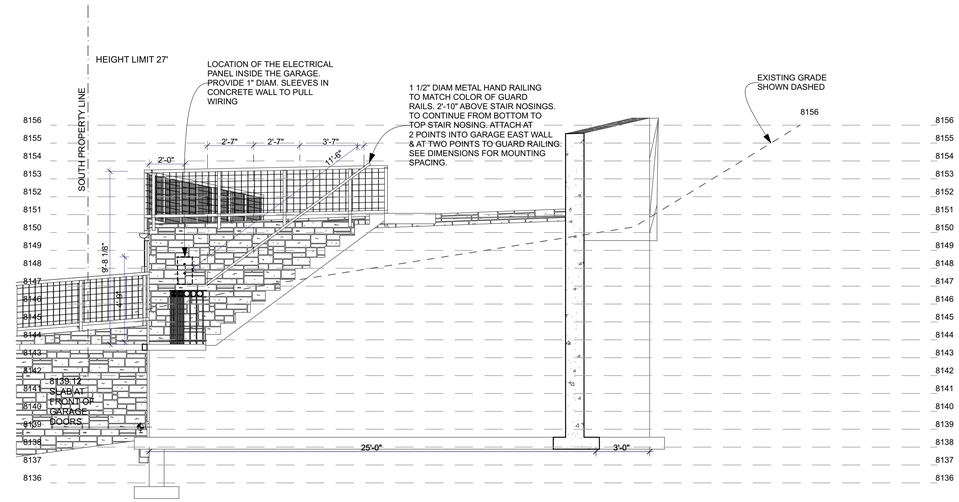
FLOOR PLAN

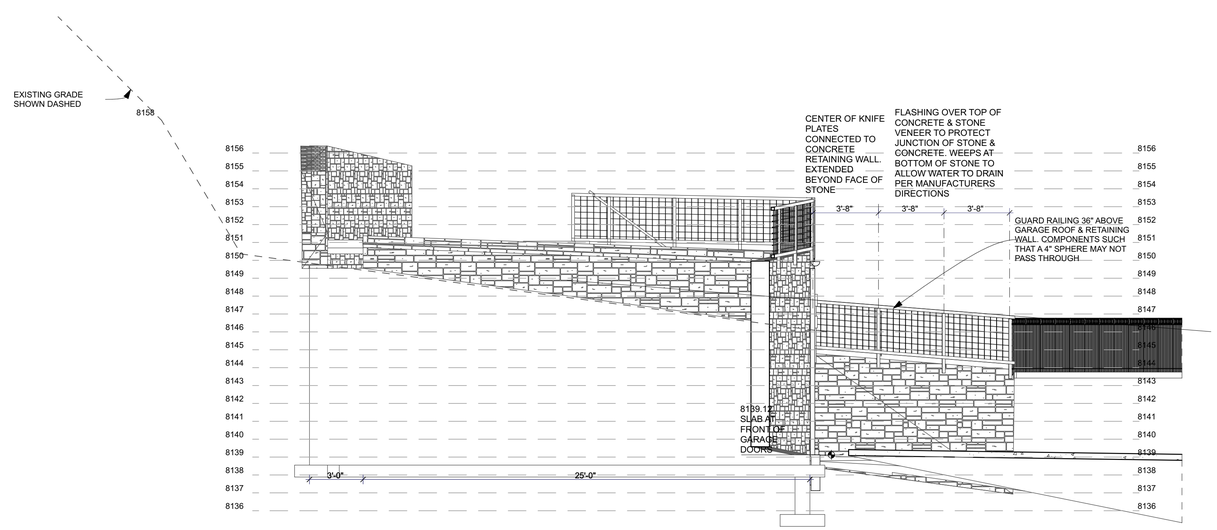
A2.0



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



3 WEST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

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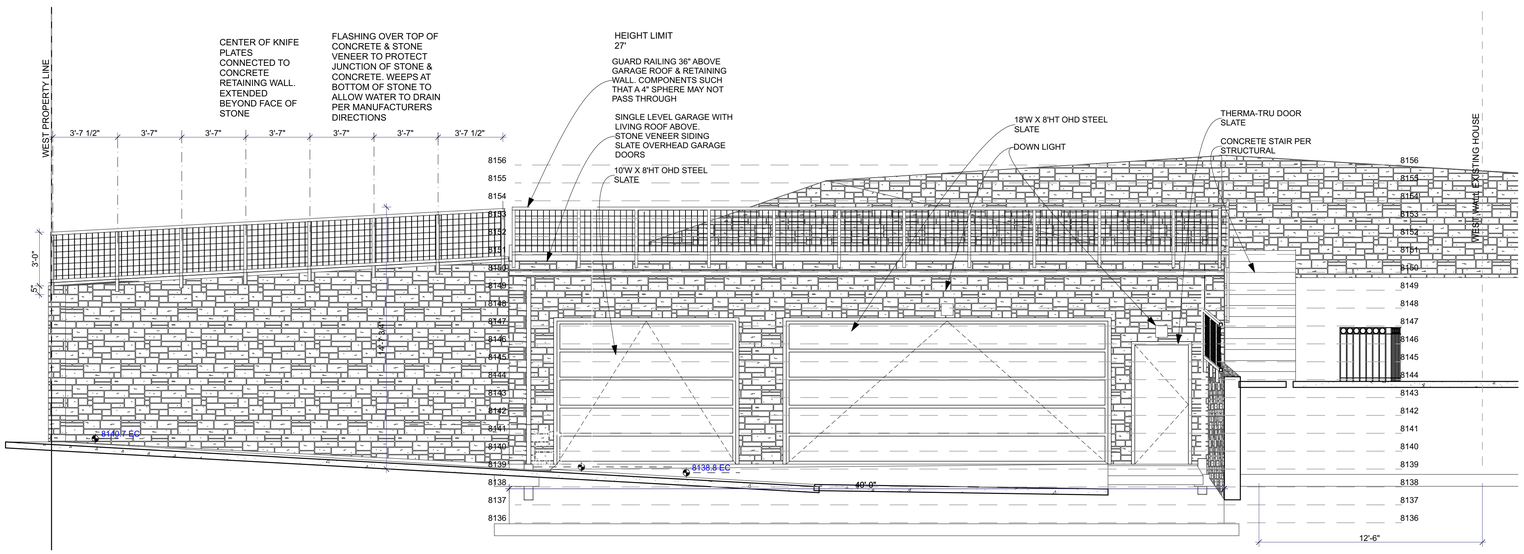
ELEVATIONS B&W

A3.0



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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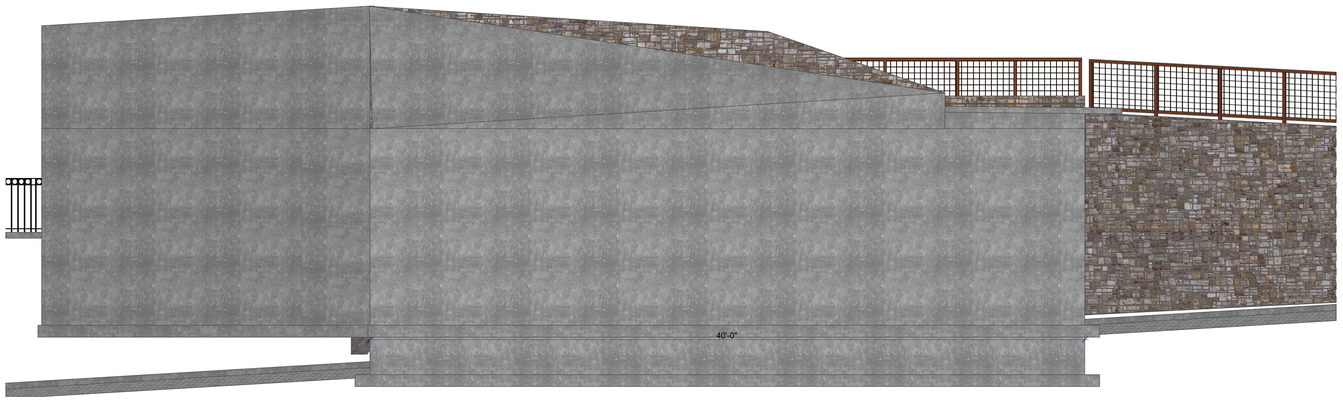
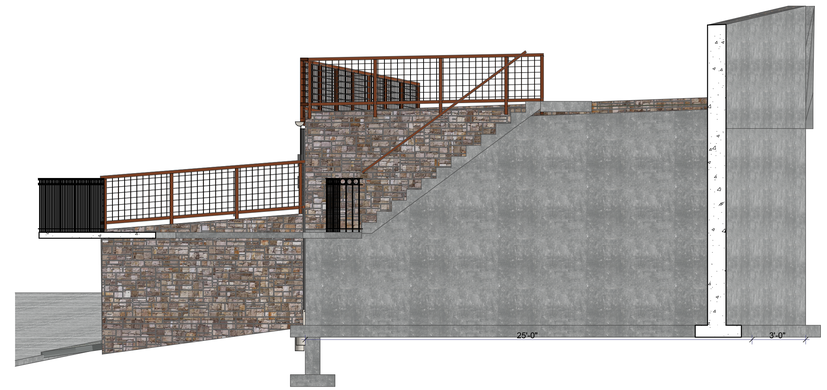
ELEVATION B&W

A3.1

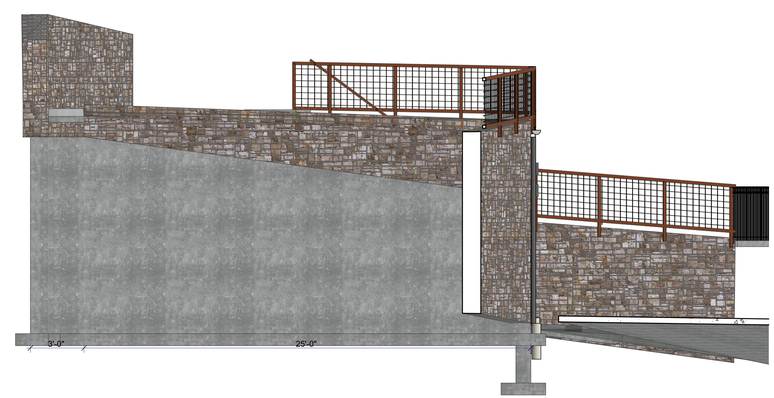


1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



4 WEST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

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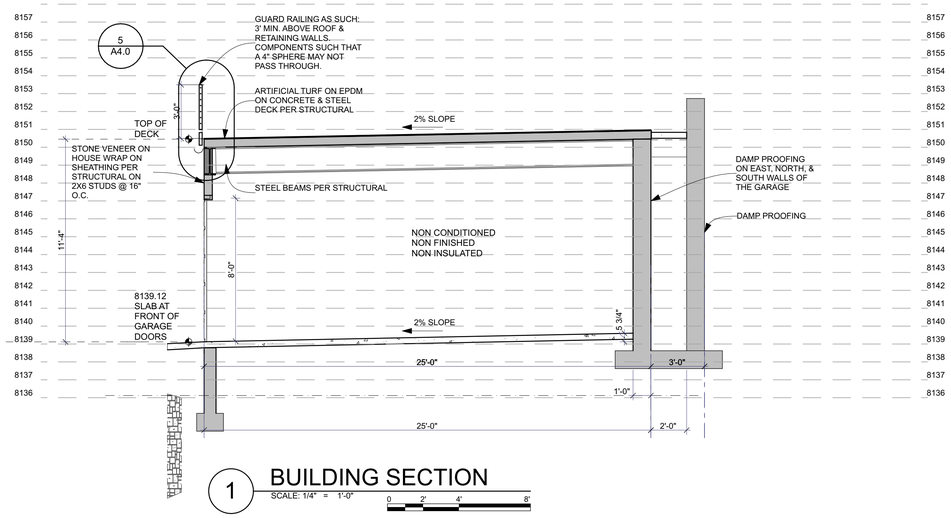
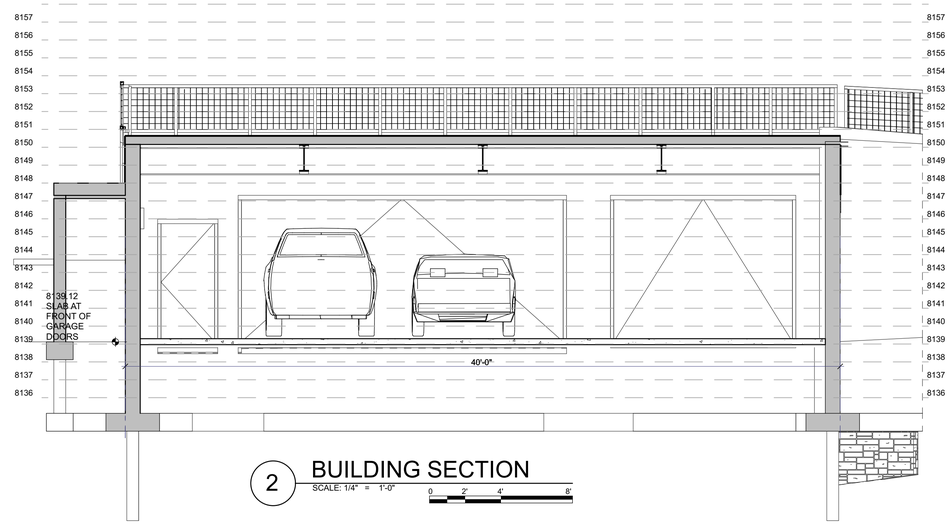
ELEVATION COLOR

A3.2



1 BUILDING SECTION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



2 BUILDING SECTION
SCALE: 1/4" = 1'-0"
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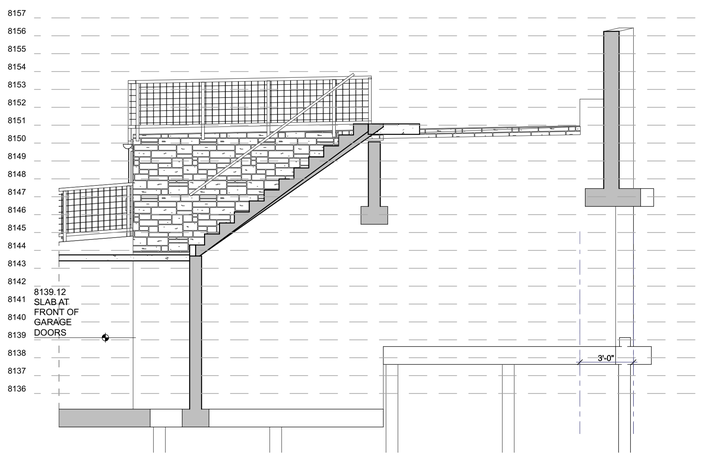
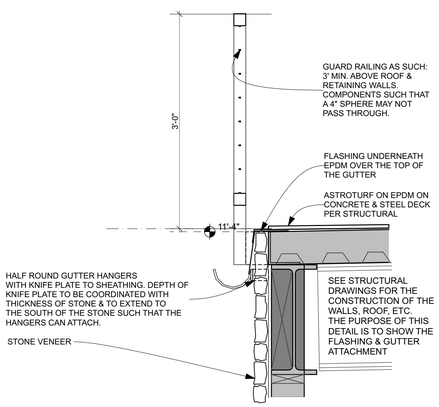
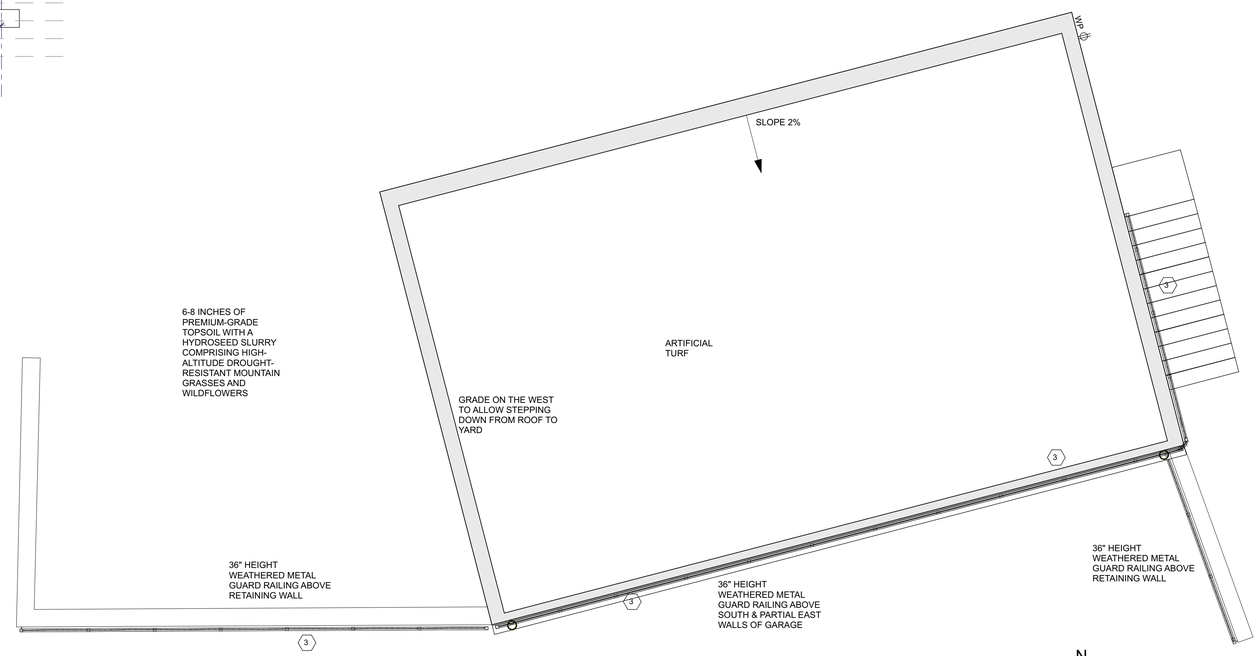


3 BUILDING SECTION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



5 TOP OF WALL DETAIL
SCALE: 1" = 1'-0"
0 6" 1' 2'



4 ROOF PLAN
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

N

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DEBORAH C. DAVENPORT
305684
05/12/2023
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BUILDING SECTIONS & ROOF PLAN

A4.0

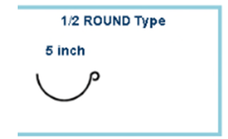
FENCING DETAIL

LINKER - 311 CHASE STREET – GARAGE PROJECT

The fence rail is a 2-inch x 2-inch vertical post, and the top and horizontal bottom rails are of mild or carbon steel, allowing it to rust with decorative double loop wire fencing.

All products are as stated unless unavailable at the time of purchase. Alternate materials will be similar or equivalent.

Half round galvanized gutters are historically appropriate.



LANDSCAPING DETAIL

LINKER - 311 CHASE STREET – GARAGE PROJECT

The west side yard shall receive 6-8 inches of premium-grade topsoil with a hydroseed slurry comprising the best high altitude drougtht resistant mountain grasses and wildflowers requiring less maintenance and are adaptable to the Black Hawk area.

The garage roof, 1000 s.f, shall have Imperial Prime, a premium-grade artificial turf by Turf Pros Solution.

All products are as stated unless unavailable at the time of purchase. Alternate materials will be similar or equivalent.

EXTERIOR LIGHTING DETAIL
LINKER - 311 CHASE STREET – GARAGE PROJECT

Home Depot Internet #322410721 Model #CA2290-2W Store SKU #10084215

Dimensions: H 8.75 in, W 10.5 in, D 14.5 in

Number of Lights	Power Source	Light Direction	Outdoor Lighting Features
1 Light	Hardwired	Down	Dusk to Dawn
See Similar Items	See Similar Items	See Similar Items	See Similar Items

Sconce Type	Fixture Material	Damp/Wet Rating	Durability
Barn	Metal	Wet Rated	Waterproof Weather Resistant
See Similar Items	See Similar Items	See Similar Items	

Dimensions

Mounting Deck Height (in.)	4.25	Mounting Deck Width (in.)	4.25
Product Depth (in.)	14.5 in	Product Height (in.)	8.75 in
Product Width (in.)	10.5 in		

Dimensions: H 8.75 in, W 10.5 in, D 14.5 in

Number of Lights	Power Source	Light Direction	Outdoor Lighting Features
1 Light	Hardwired	Down	Dusk to Dawn
See Similar Items	See Similar Items	See Similar Items	See Similar Items

Sconce Type	Fixture Material	Damp/Wet Rating	Durability
Barn	Metal	Wet Rated	Waterproof Weather Resistant
See Similar Items	See Similar Items	See Similar Items	

Dimensions

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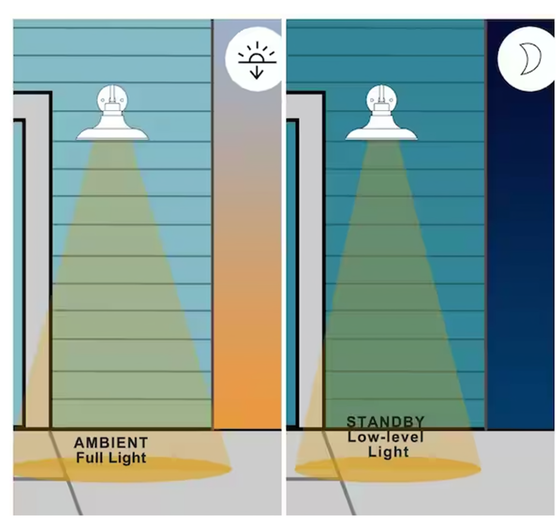

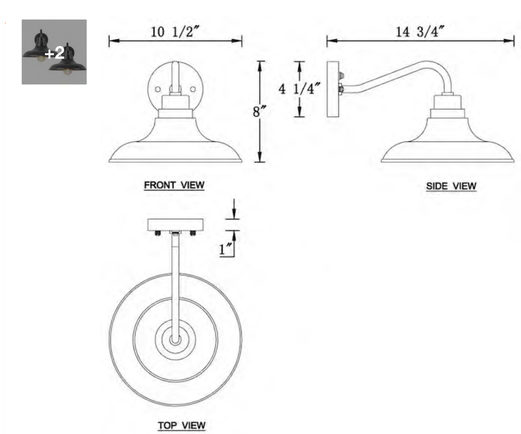

COLORADO LICENSED
DEBORAH C. DAVENPORT
305684
05/12/2023
ARCHITECT

LINKER GARAGE AND STORAGE

311 CHASE ST.
BLACK HAWK, CO

DATE	ISSUE
04/04/2023	SITE PLAN & CERTIFICATE OF ARCHITECTURAL COMPATIBILITY
05/12/2023	PERMIT

DEBORAH DAVENPORT
CARIBOU RIDGE
ARCHITECTURE, LLC
P.O. BOX 2004 NEDERLAND, CO
TEL. 720.273.9479
FAX. 866.834.7538
E-MAIL
debbie@caribouridge.com

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BUILDING MATERIALS & SPECIFICATIONS

A5.0

GARAGE DOOR DETAIL
LINKER - 311 CHASE STREET – GARAGE PROJECT

The metal overhead garage doors are a wood grain texture that runs horizontally, creating a more natural and authentic appearance, with a Cypress Slate Finish as the selected color.

GARAGE DOOR COLOR SAMPLE

Item 1 *(5-7 days)*

Product Line	Therma-Tru Steel and Fiberglass Doors
Door Configuration	Single Prehung
Door Handing	Right Hand Inswing (1B)
Door Height	6/8
Door Width	3/0
Style Number	S100
Door Category	Panel/Flush Doors
Material	Fiberglass
Door Texture	Smooth-Star
Door Thickness	1 3/4"
Door Style	Flush Panel
Style Option Number	S100
Lock System Type	Lock Prep Only - No Hardware
Door Bore	Double Bore (Lockset w/ Deadbolt)
Bore Backset	2 3/8"
Edge Prep	Mortise (Radius Corner)
Deadbolt Frame Prep	1" x 2-1/4" (Standard)
Mail Slot	No Thank You
Pet Door	No Thank You
Door Vent	No Thank You
Jamb Species	Composite Smooth
Jamb Width	6 9/16"
Weatherstrip	Bronze Weatherstrip
Exterior Trim	Brickmould
Exterior Trim Application	Apply Brickmould
Sill	Bronze Tru-D Composite Adjustable Sill
Sill Cover	Sill Cover
Hinge Finish	Brushed Nickel (US15)
Hinge Type	Self-Aligning Ball-Bearing
Hinge Shape	5/8" Radius x Square RH
Retractable Screen Door	None
Add-Ons	No

S100

OUTSIDE

Size	Width	Height
Rough Opening	38 1/4"	82"
Net Unit Size	37 1/2"	81 5/8"

Vendor Item Description

3/0 x 6/8 - Right Hand Inswing (1B) - S100 - Exterior Therma-Tru Single Prehung - Lead Time: *(5-7 days)
- 3/0 x 6/8 Smooth-Star Flush Panel - Double Bore (Lockset w/ Deadbolt) 2 3/8" - Mortise (Radius Corner) Edge Prep - Deadbolt Frame Prep 1" x 2-1/4" (Standard) - 6 9/16" Composite Smooth Jamb - Bronze Weatherstrip - Composite Smooth Brickmould - Apply Brickmould - Bronze Tru-D Composite Adjustable Sill - Sill Cover - Brushed Nickel (US15) 5/8" Radius x Square RH Self-Aligning Ball-Bearing Hinges

Quantity: 1

EXTERIOR MAN DOOR DETAIL
LINKER - 311 CHASE STREET – GARAGE PROJECT

The exterior man door is a Thermatru Primed Fiberglass Smooth Star door painted to match and blend in with the overhead garage doors. Therma-Tru fiberglass is durable and energy efficient. Unlike wood, fiberglass will not warp or rot. And, unlike steel, it will not dent or rust.

All products are as stated unless unavailable at the time of purchase. Alternate materials will be similar or equivalent.

Quote: 1911145 04/06/2023 1:36 PM Page 2 of 2

ELDORADO STONE VENEER DETAIL

LINKER - 311 CHASE STREET – GARAGE PROJECT

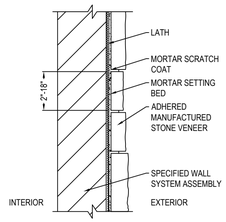
PRODUCTS / STONE / COUNTRY RUBBLE

ELDORADO STONE
THE START OF SOMETHING BEAUTIFUL™

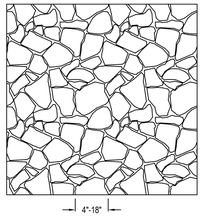
ELDORADO STONE LLC
1370 GRAND AVENUE, SUITE B
SAN MARCOS, CA 92078
PHONE: (760) 736-3232
CELL: (760) 522-2590
www.eldoradostone.com

☑ SELECT DESIRED COLOR:

☐ BELLA
☐ COGNAC
☐ POLERMO



TYPICAL SECTION



ELEVATION - PATTERN

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 571-021

STONE VENEER
COUNTRY RUBBLE

571-021 REVISION DATE 21/06/2022

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COLORADO LICENSED
DEBORAH C. DAVENPORT
305684
05/12/2023
ARCHITECT

LINKER GARAGE AND STORAGE

311 CHASE ST.
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DATE	ISSUE
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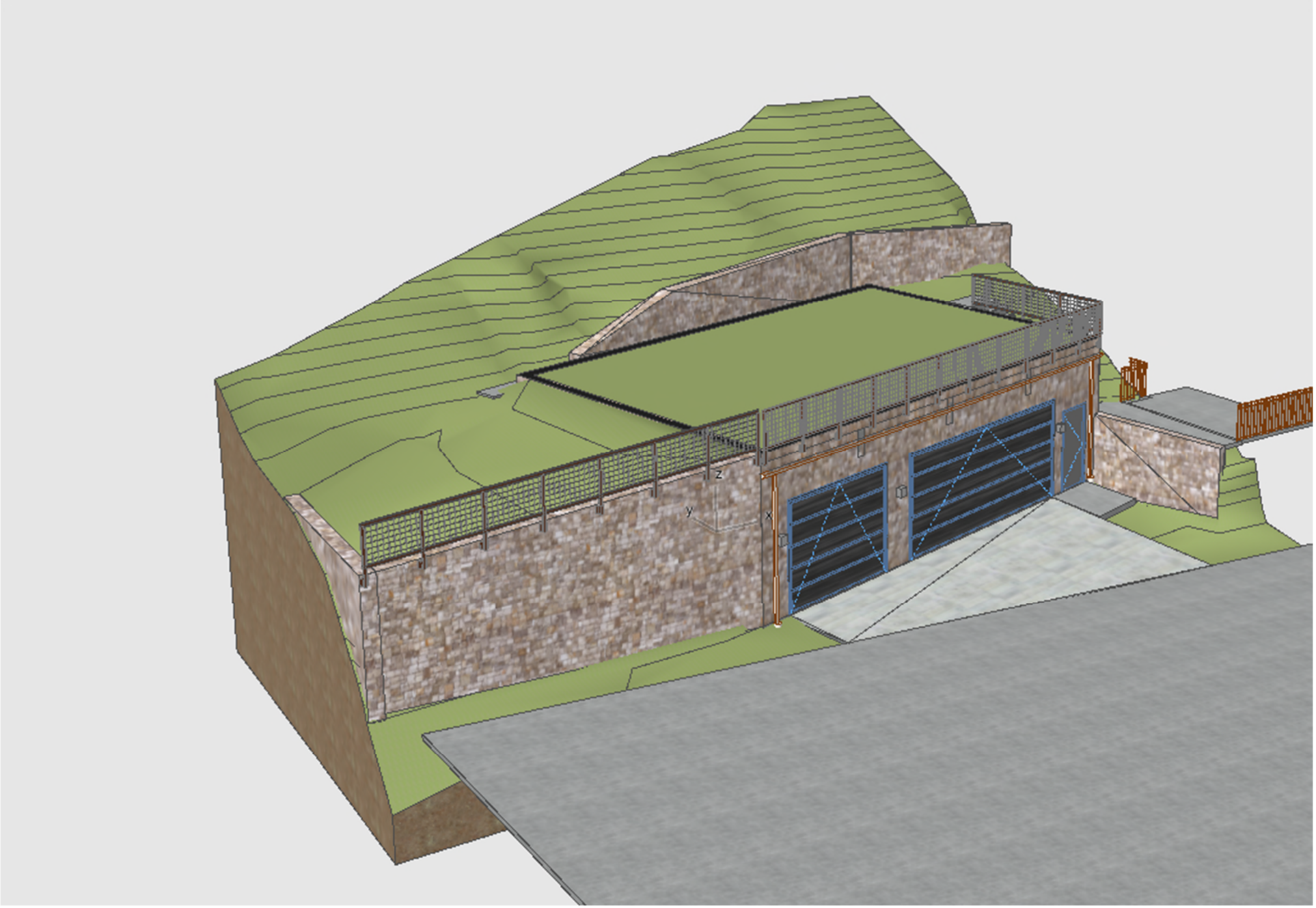
BUILDING MATERIALS & SPECIFICATIONS

A5.1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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 Certificate of Architectural Compatibility and Site Development Plan to construct a garage on property described in Exhibit A and generally located at 311 Chase Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearings are to be held before the City of Black Hawk Board of Aldermen on Wednesday, May 24, 2023, at 3:00 p.m. or as soon as possible thereafter. The public hearings 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 of place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

LOT 3A, CITY OF BLACK HAWK, BLOCK 16 AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 173937, BLOCK 16, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M. AND A PART OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a resolution approving a Certificate of Architectural Compatibility and Site Development Plan for the construction of a garage at 311 Chase Street.

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

MOTION TO APPROVE: Resolution 40-2023 A Resolution approving the Site Development Plan and Certificate of Architectural Compatibility for the garage at 311 Chase Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The applicant is requesting approval of a Certificate of Architectural Compatibility and Site Development Plan to construct a new 3-car garage on the property. Additionally, a setback variance and minor subdivision were approved at the January 25, 2023 City Council meeting in relation to this project. Refer to the Staff Report included with this Request for Council Action.

AGENDA DATE:	5/24/2023
WORKSHOP DATE:	N/A
FUNDING SOURCE:	N/A
DEPARTMENT DIRECTOR APPROVAL:	[X]Yes [ ]No
STAFF PERSON RESPONSIBLE:	Vincent Harris, AICP Planning Director – Baseline Corp.
DOCUMENTS ATTACHED:	Resolution 40-2023 Staff Report
RECORD:	[ ]Yes [X]No
CoBH CERTIFICATE OF INSURANCE REQUIRED	[ ]Yes [X]No
CITY ATTORNEY REVIEW:	[ ]Yes [X]N/A

SUBMITTED BY:

Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:

Stephen N. Cole, City Manager

Staff Report

CITY OF BLACK HAWK
PLANNING / LAND USE

Date prepared: May 9, 2023
Meeting Date: May 24,2023

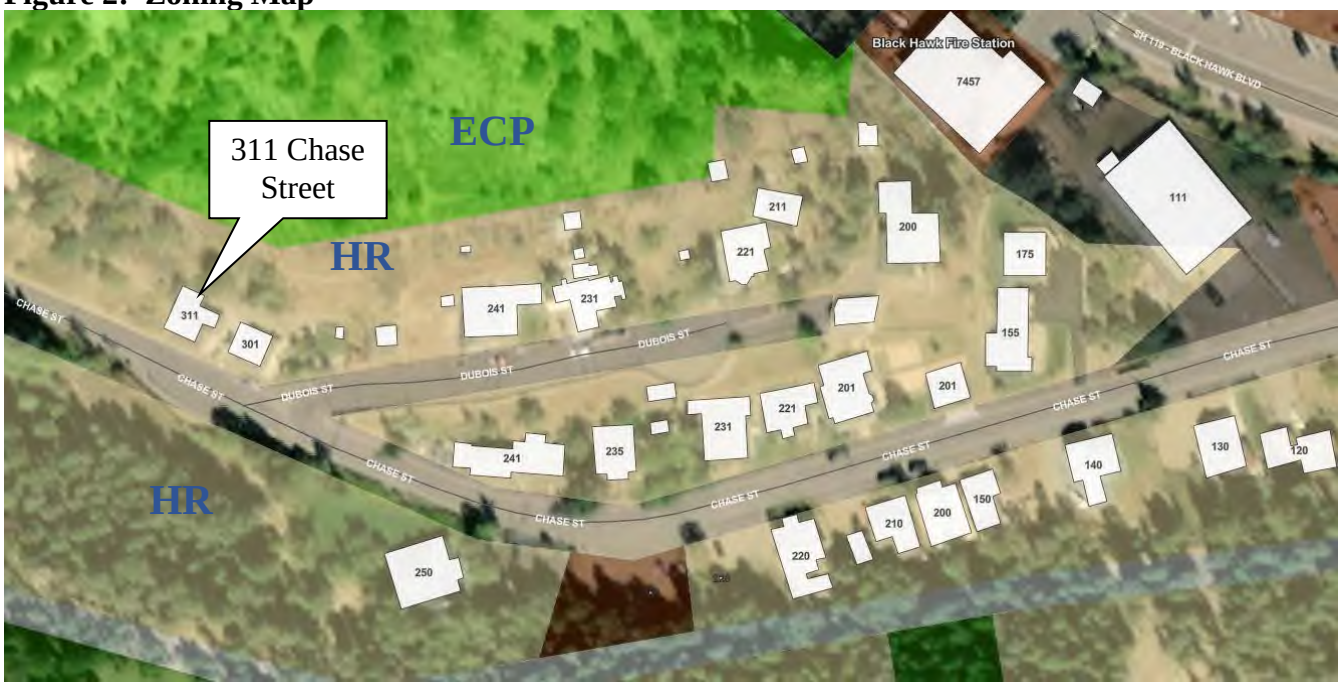
STAFF REPORT:	**Certificate of Architectural Compatibility: [Project Name]**
For:	City Council
Project Number:	P-23-16
Property Address:	311 Chase Street, Black Hawk, CO 80422
Applicants:	Larry and Cynthia Linker
Zoning:	Historic Residential
Prepared by:	Will Charles, AICP - Baseline Corporation
Approved by:	Vincent Harris, AICP - Baseline Corporation

BACKGROUND:
On April 17th, 2023 the City of Black Hawk received an application request for a Certificate of Architectural Compatibility (COAC) and Site Development Plan (SDP) from Larry and Cynthia Linker. The request involves the construction of a 3-car garage at 311 Chase Street.

Figure 1: Location Map

ZONING:
The subject property along with nearby properties along Chase Street and Dubois Street are zoned Historic Residential (HR). The purpose of the HR zoning district is to promote the continuance of single-family neighborhoods and preserve the historic character and appearance of the existing residences and neighborhoods.

Figure 2: Zoning Map



REQUEST:
The applicant has requested to construct a detached 3-car garage with a 'green roof'. The green roof provides the top of the garage to be designed with a relatively flat roof that can be used as space to walk and recreate on, for the residents and their pet. In order to construct the garage, the applicant first needs an approved Certificate of Architectural Compatibility and Site Development Plan.

Recently the City Council approved a variance (January 25, 2023) to the front setback requirement of 20 feet to accommodate at a minimum 2 foot front setback. Based on the geotechnical evaluation that recently occurred, it is now been decided by the owners that the 2 foot front setback is needed to accommodate the cost and design of the proposed garage, and essentially build the garage into the lowest part of the slope. Extensive rock is present in the hillside where the garage is proposed. The applicant has provided a design and materials board for the project and you can find excerpts from the plans below.

Figure 3: Site Plan

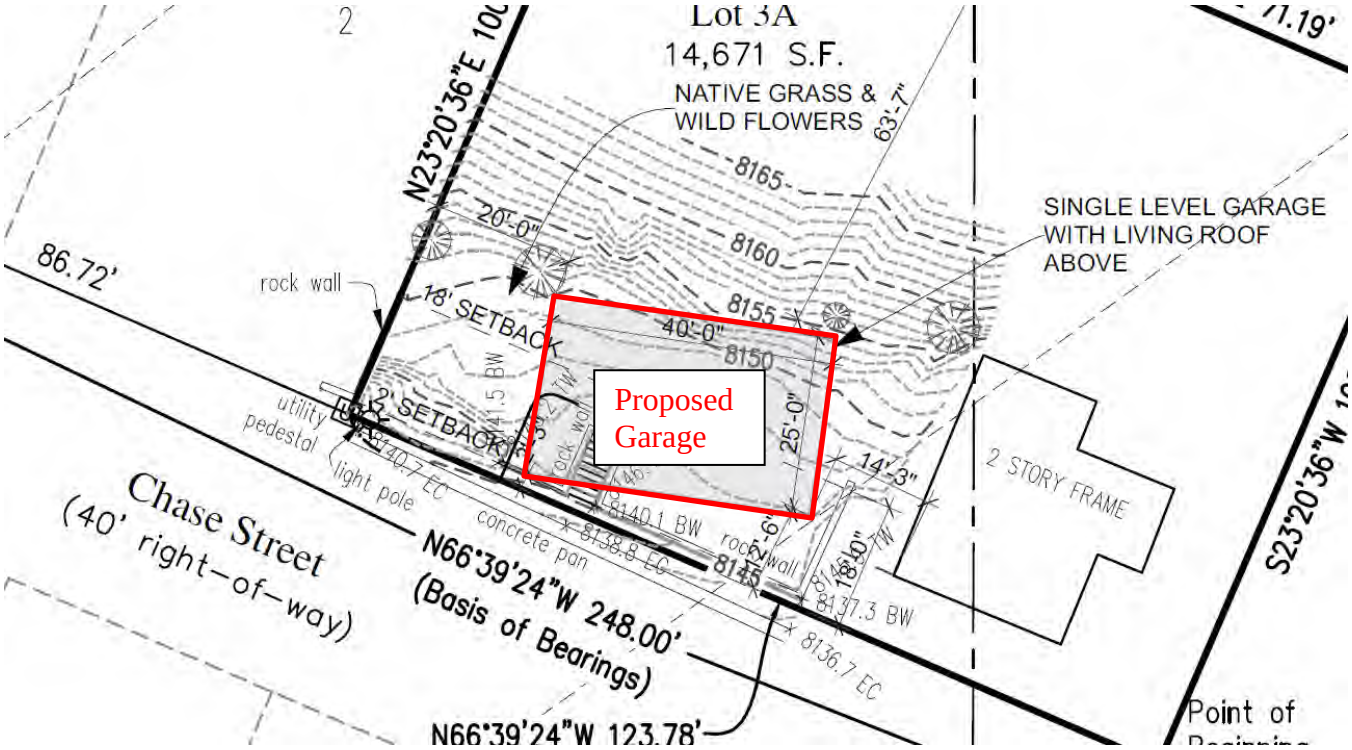


Figure 4: Floor Plan

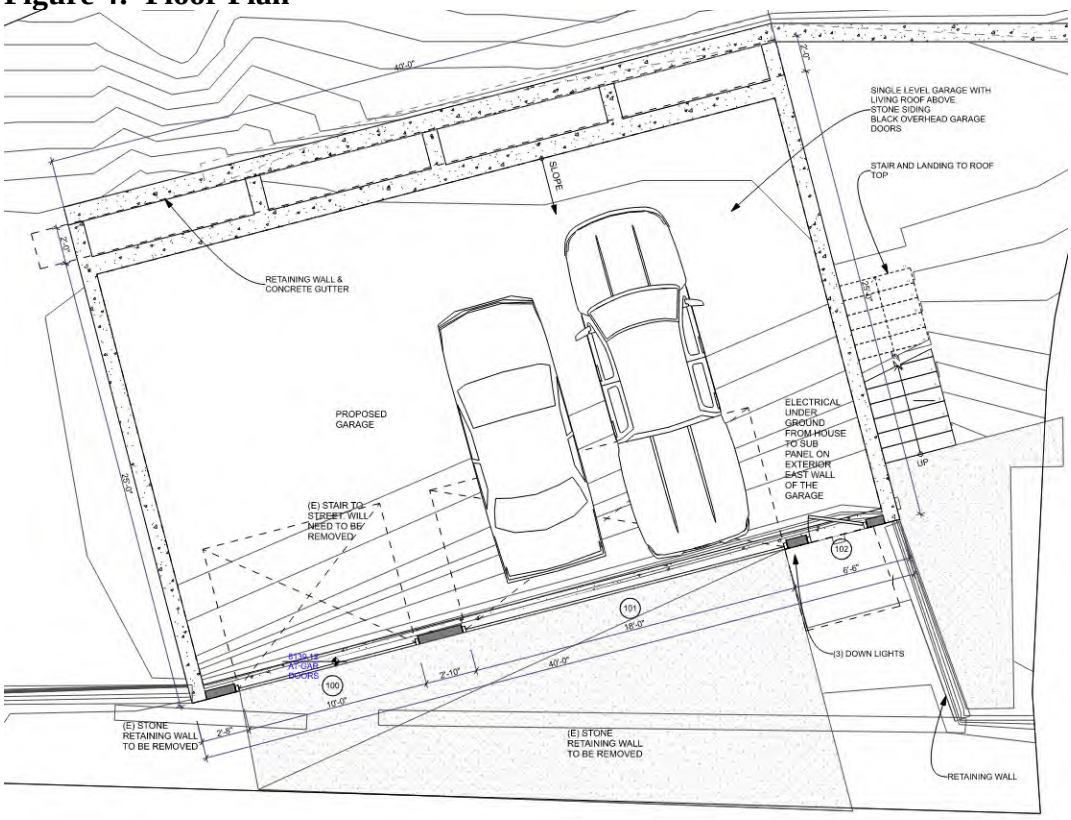


Figure 5: Concept Photo

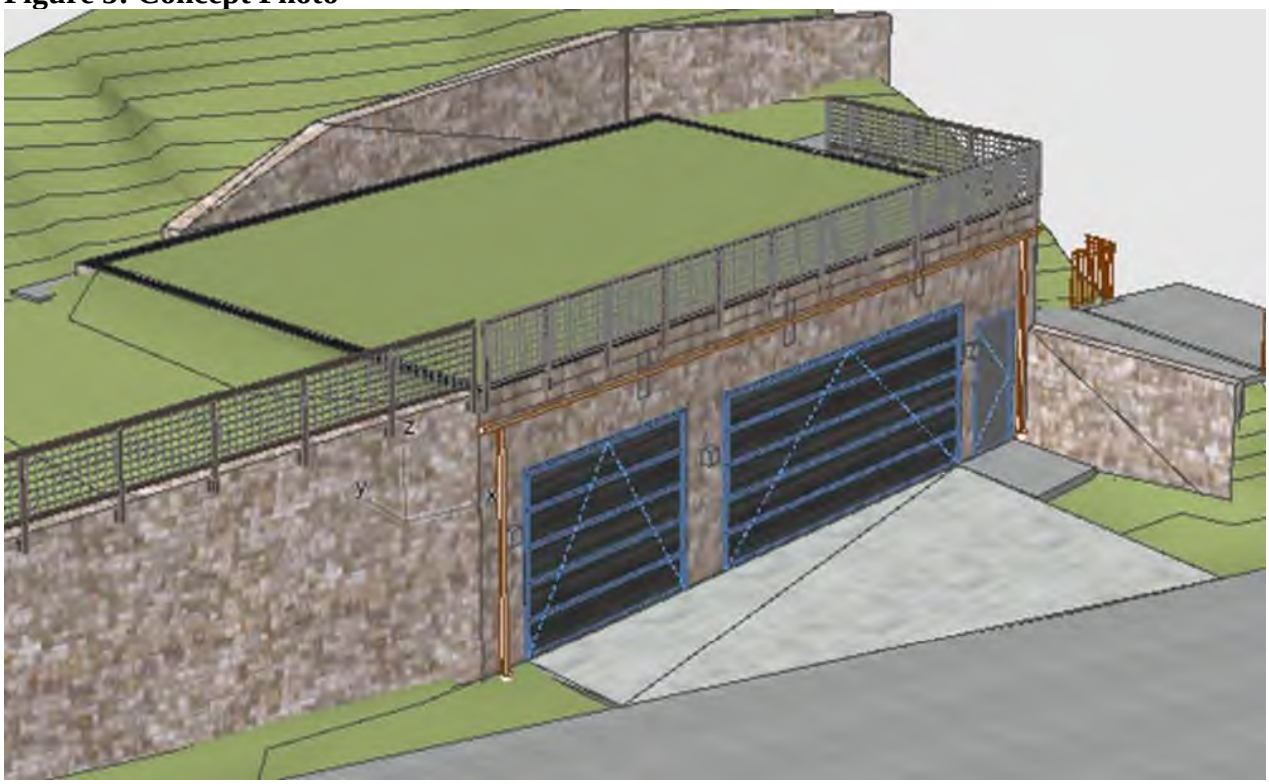


Figure 6: Concept Elevation

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 Historic Residential Zone District and other applicable sections of the Zoning and Subdivision Ordinances. Staff finds that the proposed SDP substantially complies with the Black Hawk Zoning and Subdivision Ordinances and the front setback variance approved by the City Council on January 25, 2023.**

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 substantially complies with the necessary submittal materials, and the selected materials to be used on the garage comply with the residential design standards.

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 applicants will provide additional information at the City Council meeting if needed.

c. *The purpose of this Chapter;*
Staff Comment: The applicant has submitted plans in accordance with Sec 16-368 of the municipal code that are in line goal and intent of the historic residential zone district and residential design standards.

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 architecture of the building fits in with the historic character of the City. The proposed construction of a new garage will not affect the historic or aesthetic interest of the site or the district.

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 applicant has chosen to construct the garage with a stone veneer and wood grain textured garage doors. The use of these exterior materials are intended to match the historical stone work present on the site and give the garage a more natural and authentic and historic appearance.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided by Larry and Cynthia Linker for this project. The City of Black Hawk Municipal Code allows for construction of a new building with the approval of a Certificate of Architectural Compatibility and Site Development Plan. Staff from Baseline Corporation recommends that a Certificate of Architectural Compatibility and approval of the Site Development Plan be granted. The proposed construction is acceptable, creates the least obtrusive solution possible, and meets the Design Guidelines for residential uses adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Architectural Compatibility and Site Development Plan for the construction of a garage be granted, subject to the following conditions:

1. All proposed construction shall match those proposed by Larry and Cynthia Linker in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.
3. The COAC approval is valid for 180 days after the date the COAC Resolution is signed indicating the approval.

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

The proposed garage meets the intent of the criteria outlined in Section 16-368 and Section 16-362 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. 40-2023, a Resolution approving a Site Development Plan and Certificate of Architectural Compatibility for the construction of a garage at 311 Chase Street with the following conditions:

1. All proposed construction shall match those proposed by Larry and Cynthia Linker in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.
3. The COAC approval is valid for 180 days after the date the COAC Resolution is signed indicating the approval.

Attachments:
- Land Development Application
- Project Plans (attached to Resolution 40-2023)

Applicant's Submittal

	Black Hawk PO Box 68, Black Hawk, CO 80422	Certificate of Architectural Compatibility (COAC) - (Major) 23BH-PL00019

Application Details

Application Date:	04/17/2023	Property Owner:	Larry and Cynthia Linker
Acceptance Date:	04/17/2023	Mailing Address:	311 Chase Street Black Hawk, CO 80422
Job Site Address:	311 Chase Street, Black Hawk, CO 80422		
Category:	Planning	Phone:	(303) 582-0667
Permit Type:	Certificate of Architectural Compatibility (COAC) - (Major)	Email:	

Description of Work:

Property Owners Larry and Cynthia Linker are applying for a Certificate of Architectural Compatibility and Site Development Plan for a proposed garage project. The site is located in the Historic Residential District at 311 Chase Street, Black Hawk, CO 80422, and will consist of a 3-car garage with a green roof.

Contractors:

Applicant:

Name:	Phone:	Email:
Larry and Cynthia Linker	(303) 582-0667	clinker@cityofblackhawk.org

Occupant:

Name:	Phone:	Email:
Same as Owner		

Permit Fields

# Parking Spaces:		Estimated Valuation:	$300,000.00
Lot Size:		Required Setback Back:	
Required Setback East:		Required Setback Left:	
Required Setback North:		Required Setback Right:	
Required Setback South:		Required Setback West:	
Total Square Footage:			

Application Terms

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner has been obtained. I also commit to pay all fees based on the City of Black Hawk's adopted fee schedule.

Submitted by: clinker@cityofblackhawk.org

This document is NOT a permit and does not constitute approval or authorize any construction or changes to the above location.

RESOLUTION 41-2023

A RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR THE CITY-OWNED PROPERTIES LOCATED AT 200-496 GREGORY STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 41-2023

TITLE: A RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR THE CITY-OWNED PROPERTIES LOCATED AT 200-496 GREGORY STREET

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

Section 1. The City Council hereby determines to approve the Site Development Plan, attached hereto as **Exhibit A**, for the City-owned properties located at 200-496 Gregory Street, consisting of Gregory Plaza, Bobtail Mine, Gregory Point at Mountain City, St. Charles Carriage House, Crooks Palace, and the Oyler/Rudolph/Rodgers Building. The City Council finds and determines that such Site Development Plan complies with the criteria set forth in Section 16-262 of the City of Black Hawk Municipal Code.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

SITE DEVELOPMENT PLAN
GREGORY STREET
CITY OF BLACK HAWK, COLORADO

OWNER'S SIGNATURE:

_____

(SIGNATURE)

NAME: CITY OF BLACK HAWK

TITLE: _____

STATE OF: COLORADO , COUNTY OF GILPIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___

DAY OF _____ 20 , BY _____,

AS _____ 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,

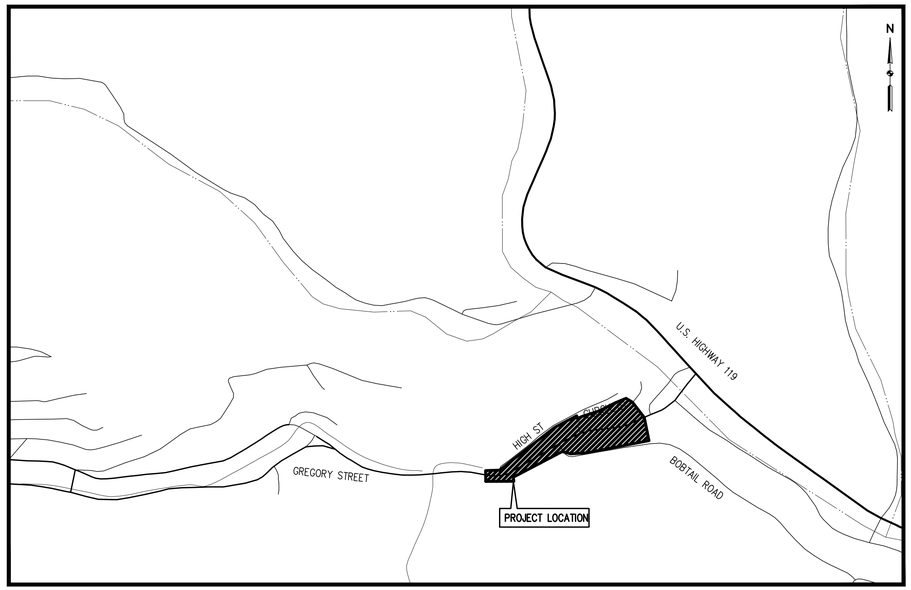
THIS _____DAY OF_____, 20____,

BY: _____

MAYOR OF THE CITY OF BLACK HAWK

ATTEST: _____

CITY CLERK



VICINITY MAP
SCALE: 1" = 500'

LEGEND

EXISTING LINETYPES

- 81 — MINOR CONTOUR (1' INTERVAL)
- 5280 — MAJOR CONTOUR (5' INTERVAL)
- CITY LIMITS
- EDGE OF ASPHALT
- CURB AND GUTTER (SPILL/CATCH)
- EDGE OF BUILDING
- RETAINING WALL
- RETAINING WALL
- W — WATER LINE
- WS — WATER SERVICE
- SAN — SANITARY SEWER MAIN
- SS — SANITARY SEWER SERVICE
- FLUME
- STORM SEWER
- GAS — GAS LINE
- OHU — OVERHEAD UTILITY
- E — UNDERGROUND ELECTRIC
- T — UNDERGROUND TELEPHONE
- FO — FIBER OPTIC
- CTV — CABLE TV
- LIMITS OF SDP
- FENCE
- FENCE

EXISTING SYMBOLS

- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER VALVE
- WATER METER
- WATER MANHOLE
- WATER BEND
- SANITARY MANHOLE
- CO — CLEANOUT
- DS — DOWNSPOUT
- TYPE 'R' INLET
- TYPE '13' VALLEY INLET
- TYPE '13' CURB INLET
- TYPE 'C' INLET
- TYPE 'D' INLET
- STORM DRAIN MANHOLE
- ADA PARKING STALL
- LIGHT POLE
- POWER POLE
- E — ELECTRIC PEDESTAL
- G — GAS METER
- BOLLARD
- STAIRS

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
SDP1	COVER SHEET
S1	GREGORY POINT-BOBTAIL MINE SITE PLAN
S2	GREGORY PLAZA SITE PLAN
S3	CROOK'S PALACE-CARRIAGE HOUSE SITE PLAN
AR1	AERIAL 1
AR2	AERIAL 2
AR3	AERIAL 3

PREPARED BY:
BASELINE ENGINEERING
1112 N. RUBEY DR. SUITE 210
GOLDEN, CO 80403

BASELINE Engineering · Planning · Surveying

CLIENT:
CITY OF BLACK HAWK
PO BOX 68
BLACK HAWK, CO 80422
CONTACT: MATT REED, PROJECT MANAGER
303.582.2288

WATER:
CITY OF BLACK HAWK
PO BOX 68
BLACK HAWK, CO 80422
CONTACT: JASON FREDRICKS
303.582.2246

SANITARY:
BLACK HAWK/CENTRAL CITY SANITATION DISTRICT
135 CLEAR CREEK STREET
P.O. BOX 362
BLACK HAWK, CO 80422
CONTACT: LYNN HILLARY
303.582.3422

GAS/ELECTRIC:
XCEL ENERGY
1123 W. 3RD AVENUE
DENVER, CO 80223
303.571.3306

TELEPHONE/CABLE:
CENTURY LINK
1801 CALIFORNIA ST FLOOR 24
DENVER, CO 80202
303.992.1400

PARKING TABLE

ADDRESS		BUILDING NAME	PARKING STALLS
200	GREGORY STREET	CROOK'S PALACE	41
270	GREGORY STREET	ST. CHARLES CARRIAGE HOUSE	126
476	GREGORY STREET	ELEVATOR	12
		TOTAL:	179

ADDRESS TABLE

ADDRESS		BUILDING NAME
200	GREGORY STREET	CROOK'S PALACE
201	GREGORY STREET	TOWN HALL
221	GREGORY STREET	OYLER, RUDOLPH & ROGERS BUILDING
270	GREGORY STREET	ST. CHARLES CARRIAGE HOUSE
307	GREGORY STREET	LORENZ/GREY HOUSE
317	GREGORY STREET	MCAFEE HOUSE
327	GREGORY STREET	WOODBURY HOUSE
337	GREGORY STREET	RM EVANGELICAL FREE CHURCH (NOT A PART)
347	GREGORY STREET	RESTROOM (GREGORY PLAZA)
357	GREGORY STREET	NORTON HOUSE
367	GREGORY STREET	FIRE TRUCK DISPLAY
390	GREGORY STREET	BOBTAIL MINE
400	GREGORY STREET	RESTROOM (BOBTAIL)
410	GREGORY STREET	LACE HOUSE
416	GREGORY STREET	BRADLEY HOUSE
420	GREGORY STREET	WHITE HOUSE
430	GREGORY STREET	GRAHAM HOUSE
436	GREGORY STREET	ROUGH HOUSE
440	GREGORY STREET	REEVES HOUSE
450	GREGORY STREET	CARBIS HOUSE
456	GREGORY STREET	WHITTICK HOUSE
460	GREGORY STREET	STEVENSON HOUSE
470	GREGORY STREET	BARN
476	GREGORY STREET	ELEVATOR
496	GREGORY STREET	PETTERSON- MARTIN HOUSE

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REVISION DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK
CITY OF BLACK HAWK
GILPIN COUNTY
GREGORY STREET SITE DEVELOPMENT PLAN
GREGORY STREET
COVER SHEET

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	04/12/23
DRAWING SIZE	24" X 36"
SURVEY FIRM VARIES	SURVEY DATE VARIES
JOB NO.	P-23-07
DRAWING NAME P-23-07 Cover.dwg	
SHEET 1 OF 7	

SDP1

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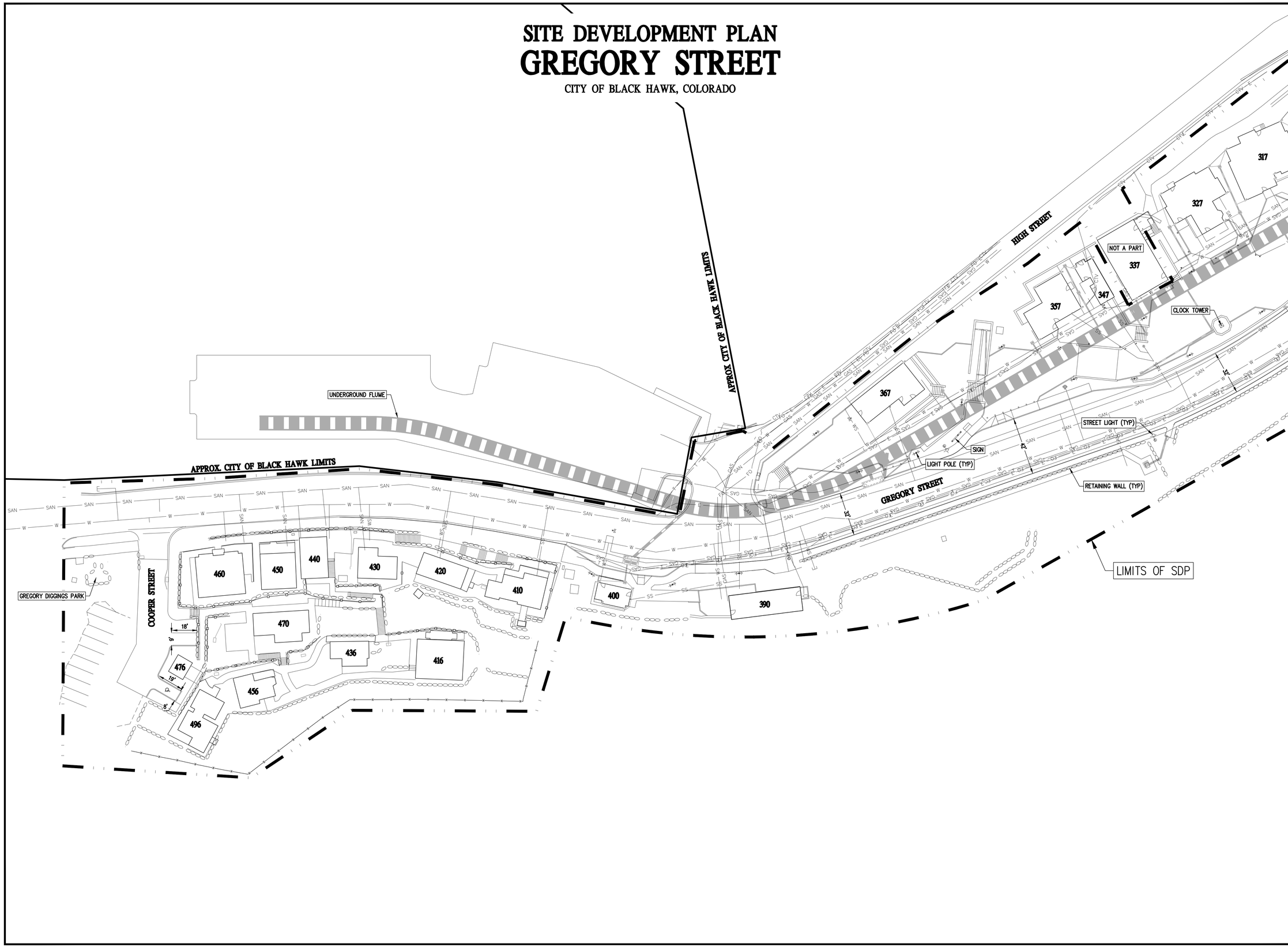
SITE DEVELOPMENT PLAN
GREGORY STREET
CITY OF BLACK HAWK, COLORADO



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DESIGNED BY	DRAWN BY	CHECKED BY
JTP	JTP	VH

REVISION DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK
CITY OF BLACK HAWK
GILPIN COUNTY
GREGORY STREET SITE DEVELOPMENT PLAN
GREGORY STREET
GREGORY POINT-BOBTAIL MINE SITE PLAN

PREPARED UNDER THE DIRECT SUPERVISION OF

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INITIAL SUBMITTAL	04/12/23
DRAWING SIZE	24" X 36"
SURVEY FIRM: VARIES	SURVEY DATE: VARIES
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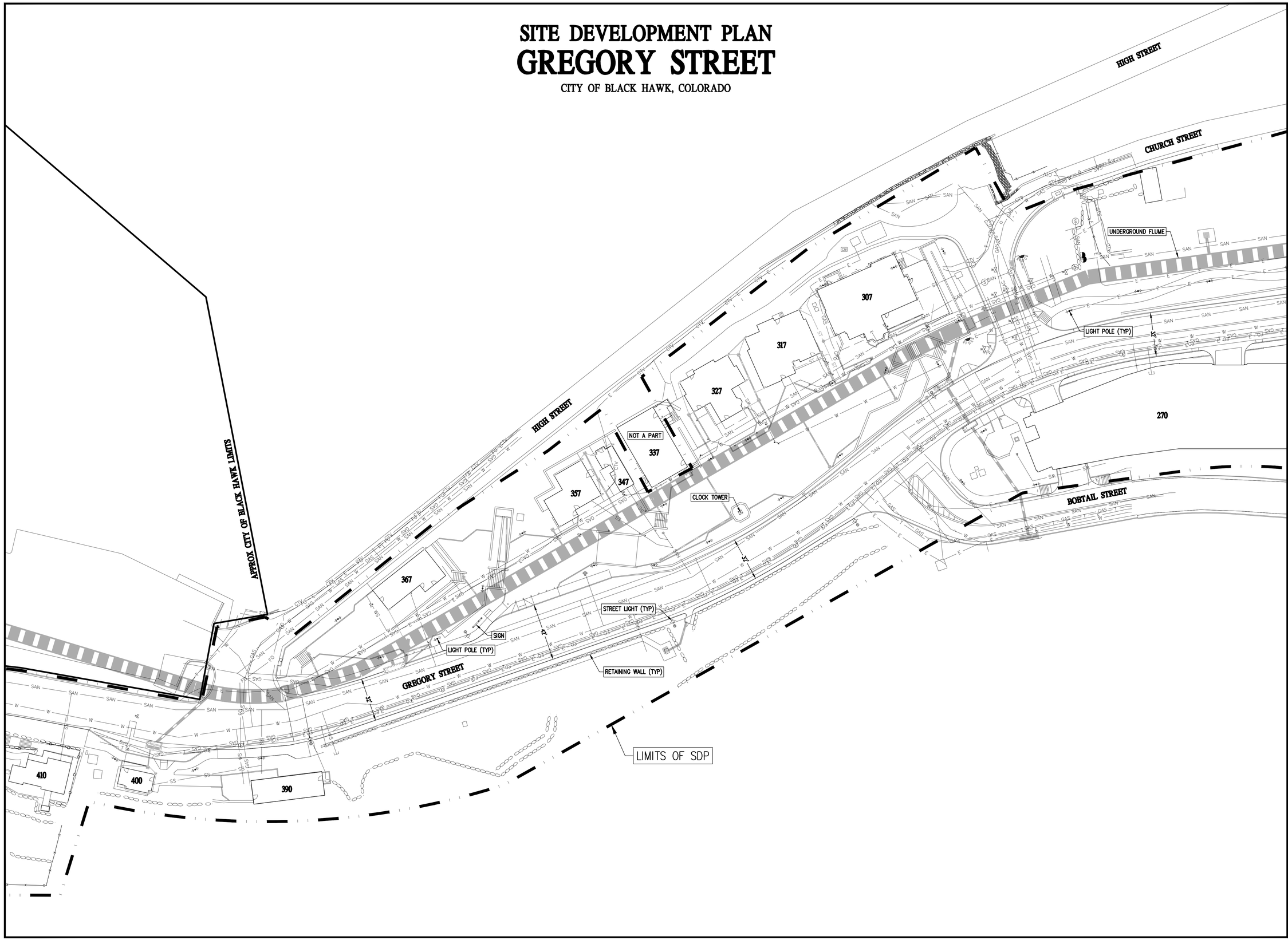
SITE DEVELOPMENT PLAN
GREGORY STREET
CITY OF BLACK HAWK, COLORADO



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JTP	JTP	VH

REVISION	DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK
CITY OF BLACK HAWK, GILPIN COUNTY
GREGORY STREET SITE DEVELOPMENT PLAN
GREGORY STREET
GREGORY PLAZA SITE PLAN

PREPARED UNDER THE DIRECT SUPERVISION OF

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INITIAL SUBMITTAL	04/12/23
DRAWING SIZE	24" X 36"
SURVEY FIRM: VARIES	SURVEY DATE: VARIES
JOB NO.	P-23-07
DRAWING NAME: P-23-07 SDP.dwg	
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S2

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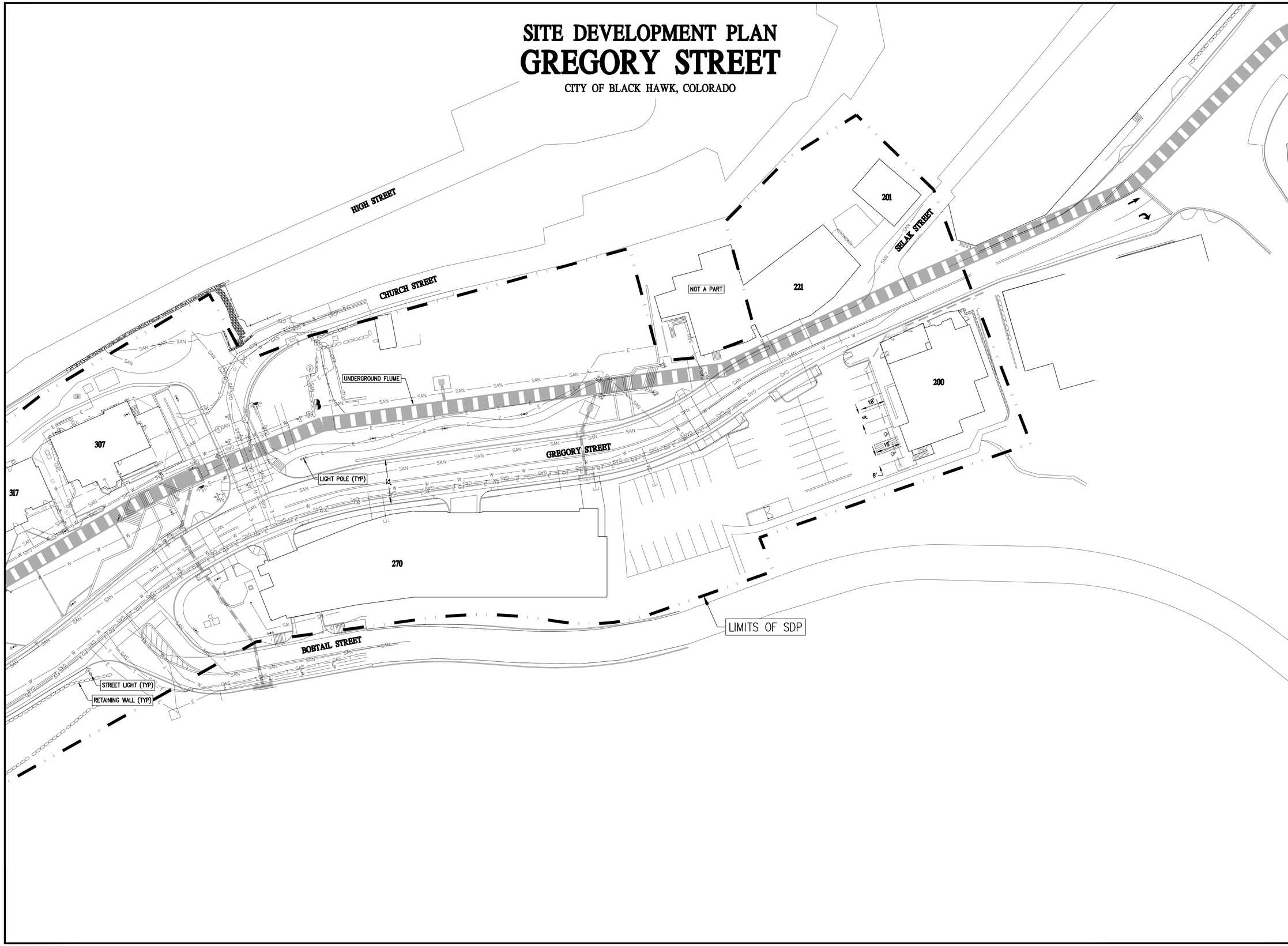
SITE DEVELOPMENT PLAN
GREGORY STREET
CITY OF BLACK HAWK, COLORADO



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JTP	JTP	VH

REVISION DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK
CITY OF BLACK HAWK GILPIN COUNTY
GREGORY STREET SITE DEVELOPMENT PLAN
GREGORY STREET
CROOK'S PALACE-CARRIAGE HOUSE SITE PLAN

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	04/12/23
DRAWING SIZE	24" X 36"
SURVEY FIRM: VARIES	SURVEY DATE: VARIES
JOB NO.	P-23-07
DRAWING NAME: P-23-07 SDP.dwg	
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S3	

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AERIAL AND TOPOGRAPHIC MAP
GREGORY STREET
CITY OF BLACK HAWK, COLORADO

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DESIGNED BY	DRAWN BY	CHECKED BY
JTP	JTP	VH

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CITY OF BLACK HAWK
CITY OF BLACK HAWK, GILPIN COUNTY
GREGORY STREET SITE DEVELOPMENT PLAN
GREGORY STREET
AERIAL 1

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INITIAL SUBMITTAL	04/12/23
DRAWING SIZE	24" X 36"
SURVEY FIRM: VARIES	SURVEY DATE: VARIES
JOB NO.	P-23-07
DRAWING NAME	P-23-07 SDP.dwg
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AERIAL AND TOPOGRAPHIC MAP
GREGORY STREET
CITY OF BLACK HAWK, COLORADO

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CHECKED BY VH

REVISION DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK
CITY OF BLACK HAWK
GILPIN COUNTY
GREGORY STREET SITE DEVELOPMENT PLAN
GREGORY STREET
AERIAL 2

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FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	04/12/23
DRAWING SIZE	24" X 36"
SURVEY FIRM VARIES	SURVEY DATE VARIES
JOB NO.	P-23-07
DRAWING NAME P-23-07 SDP.dwg	
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AERIAL AND TOPOGRAPHIC MAP
GREGORY STREET
CITY OF BLACK HAWK, COLORADO

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REVISION DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK

CITY OF BLACK HAWK
GILPIN COUNTY
GREGORY STREET SITE DEVELOPMENT PLAN
GREGORY STREET
AERIAL 3

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	04/12/23
DRAWING SIZE	24" X 36"
SURVEY FIRM: VARIES	SURVEY DATE: VARIES
JOB NO.	P-23-07
DRAWING NAME: P-23-07 SDP.dwg	
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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 for City owned properties and buildings located on property described in Exhibit A and generally located on Gregory Street, starting at 200 Gregory Street to 496 Gregory 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 24, 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

Properties addressed from 200 Gregory Street to 496 Gregory Street

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Consider a motion to approve a Site Development Plan for City owned properties on Gregory Street.

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

MOTION TO APPROVE: Resolution 41-2023 - A Resolution approving a Site Development plan for the city-owned properties located at 200-496 Gregory Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City of Black Hawk is requesting a Site Development Plan (SDP) for the City owned properties at 200-496 Gregory Street. The request is for an SDP for the development and/or existing improvements on the sites known as Gregory Plaza, Bobtail Mine, Gregory Point at Mountain City, St. Charles Carriage House, Crooks Palace, and the Oyler/Rudolph/Rodgers Building.

AGENDA DATE:	May 24, 2023
WORKSHOP DATE:	N/A
FUNDING SOURCE:	N/A
DEPARTMENT DIRECTOR APPROVAL:	[X]Yes [ ]No
STAFF PERSON RESPONSIBLE:	Cynthia L. Linker CP&D Director
DOCUMENTS ATTACHED:	Resolution 41-2023 Gregory Street SDP
RECORD:	[ ]Yes [X]No
CoBH CERTIFICATE OF INSURANCE REQUIRED	[ ]Yes [X]No
CITY ATTORNEY REVIEW:	[ ]Yes [X]N/A

SUBMITTED BY:

Cynthia L. Linker, CP&D Director

Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:

Stephen N. Cole, City Manager

Staff Report

CITY OF BLACK HAWK Date prepared: May 9, 2023
PLANNING / LAND USE Meeting Date: May 24, 2023

STAFF REPORT:	**Gregory Street Site Development Plan**
For:	City Council
Project:	P-23-07
Property Address:	Gregory Street, Black Hawk, CO 80422
Applicants:	Cynthia Linker, City of Black Hawk
Zoning:	History Appreciation Recreation Destination (HARD)
Prepared by:	Alyssa Rivas - Baseline Corporation
Approved by:	Vincent Harris, AICP - Baseline Corporation
Reviewed by:	Cynthia Linker, CP&D Director

BACKGROUND:
On April 7, 2023 the City of Black Hawk received an application request for a Site Development Plan (SDP) from the City of Black Hawk for the City owned properties at 200-496 Gregory Street. The request is for an SDP for the development and/or existing improvements on the sites known as Gregory Plaza, Bobtail Mine, Gregory Point at Mountain City, St. Charles Carriage House, Crooks Palace, and the Oyler/Rudolph/Rodgers Building. The request is meant to establish an SDP for the existing buildings and improvements that were not included in a formal SDP during their original development.

The request is associated with existing Certificates of Architectural Compatibility (COAC) for improvements along Gregory Street over the last few years; consistent with the Gregory Street Sub-Area Plan, adopted by the City Council on October 23, 2013 by Resolution No. 40-2013. The vision of the Gregory Street Sub-Area Plan is to renovate the existing buildings and establish new buildings, all located in close proximity to each other in order to establish a walkable, personal commercial experience. The Plan's intention is "to preserve some of the original architecture and historic character of the City, while transforming and adding buildings to the Gregory Street corridor into a destination district for both visitors and local residents." Existing approved COAC's on Gregory Street include:

- **St Charles Carriage House Building (P-15-17) –** approved by the Black Hawk City Council on March 23, 2016 by Resolution 19-2016 for the construction of a new parking structure (126 parking spaces) to serve as free public parking for Black Hawk visitors at 270 Gregory Street.

- **Gregory Street Plaza Buildings (P-19-15)** – approved by the Black Hawk City Council on June 26, 2019, by Resolution 39-2019 to allow the renovation of four (4) existing buildings, the construction of two (2) new buildings, and the addition of a deck to one (1) existing building at 317, 327, 337, 347, 357 and 367 Gregory Street.

- **221 Gregory Street (22BH-PL06)** – approved by the Black Hawk City Council on March 23, 2022 by Resolution 19-2022 for a Site Development Plan for the city-owned building at 221 Gregory Street.

- **Crooks Palace** – approved by the Black Hawk City Council on February 25, 2022, by Resolution 20-2022 for exterior work (not all completed to date) to the existing building at 200 Gregory Street.

The request is also associated with a new proposed building at 307 Gregory Street, that will be called the Copper Kitchen Pizzeria (see project P-23-09). Because an SDP was not approved in conjunction with existing COAC's for improvements on Gregory Street, the City is requesting approval of an all-inclusive SDP for the HARD District corridor buildings owned by the City along Gregory Street. This application is also requesting approval of the SDP with inclusion of the new Copper Kitchen Pizzeria, prior to the commencement of the building construction planned for Summer 2023.

See following Figure 1 for the address and locations for each site listed below.

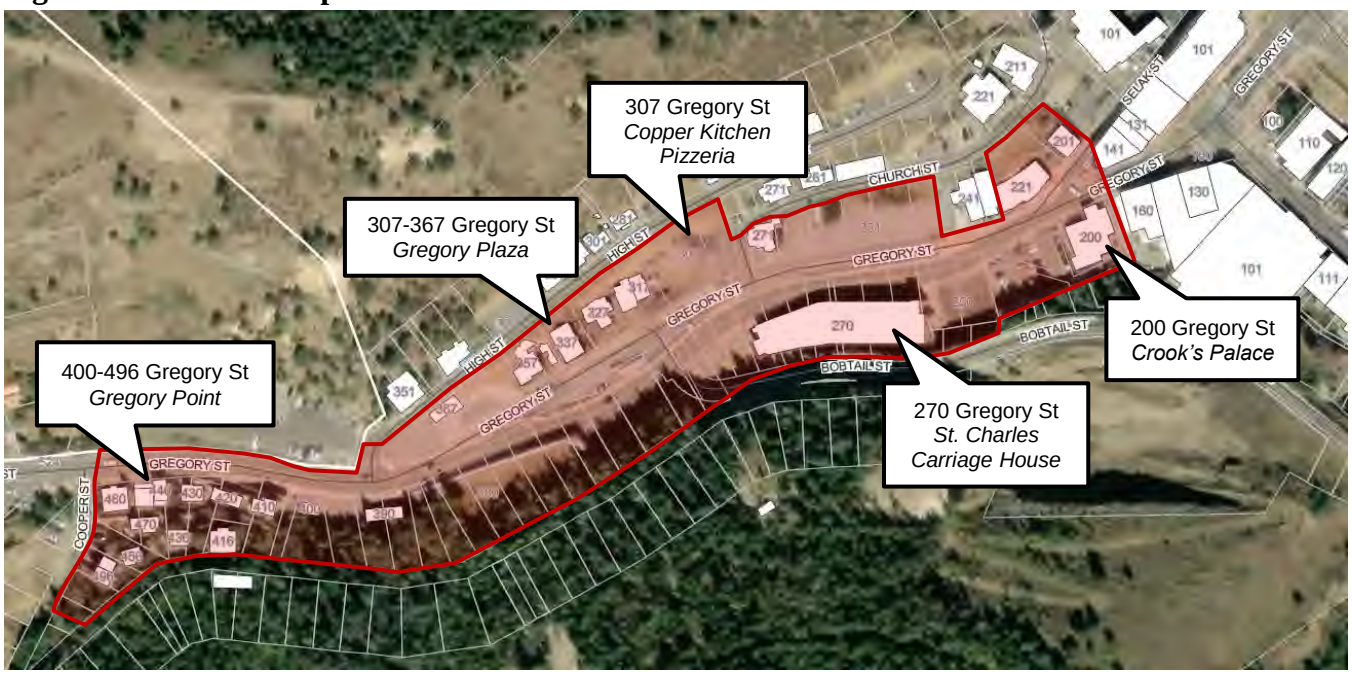
Buildings/areas included in the SDP:

- 307-367 Gregory Street – Gregory Plaza
- 270 Gregory Street – Carriage House
- 200 Gregory St – Crook's Palace
- 400-496 Gregory St – Gregory Point
- 380/390 Gregory Street - Bobtail Mine and new restrooms

New proposed buildings in this SDP:

- 307 Gregory Street – Copper Kitchen Pizzeria

Figure 1: Location Map

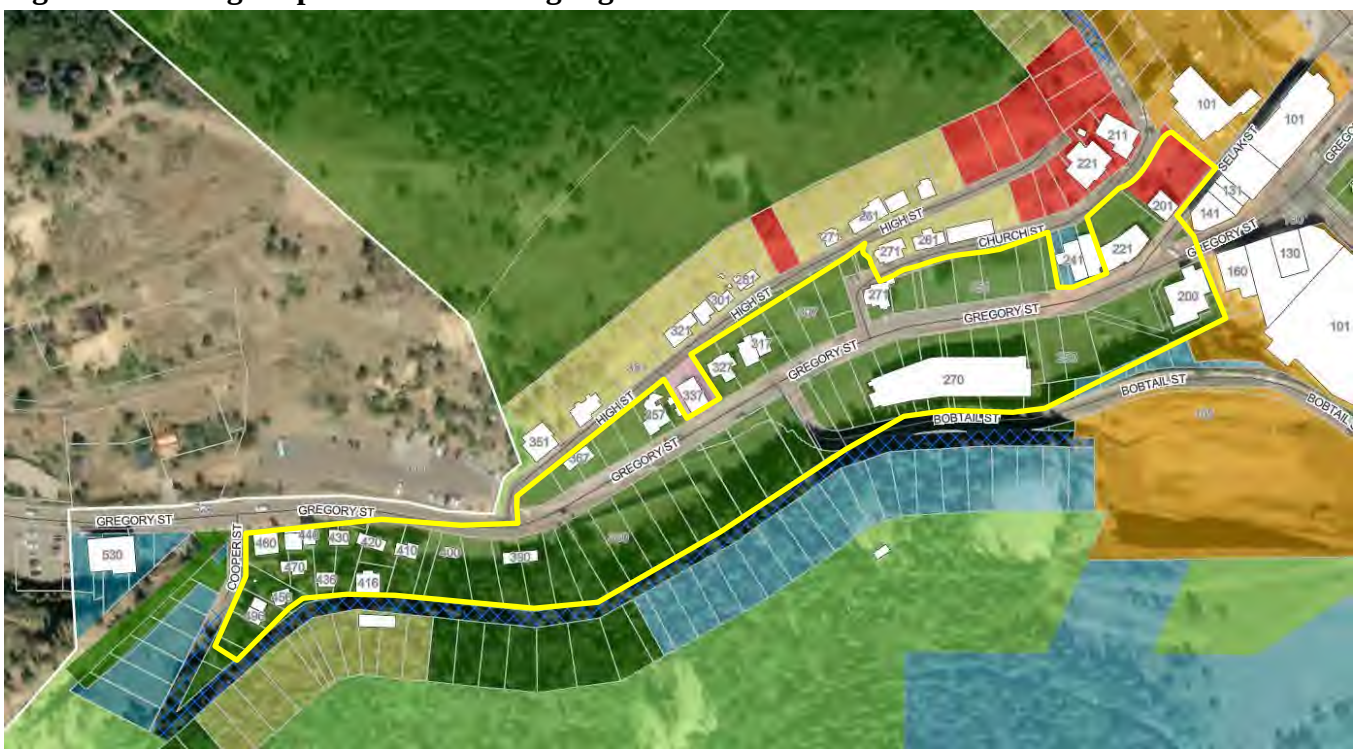


ZONING:

The property is located in the History Appreciation Recreation Destination (HARD) zone district. Retail associated with a public pedestrian mall is an approved use in this zone district. This property is included in the Gregory Plaza corridor, which is a public pedestrian mall.

The properties and existing buildings meet the dimensional regulations of the HARD zone district in regards to lot area, lot width, and setbacks. Most off-street parking for the Gregory Street corridor is provided at 270 Gregory Street, at the City owned St. Charles Carriage House.

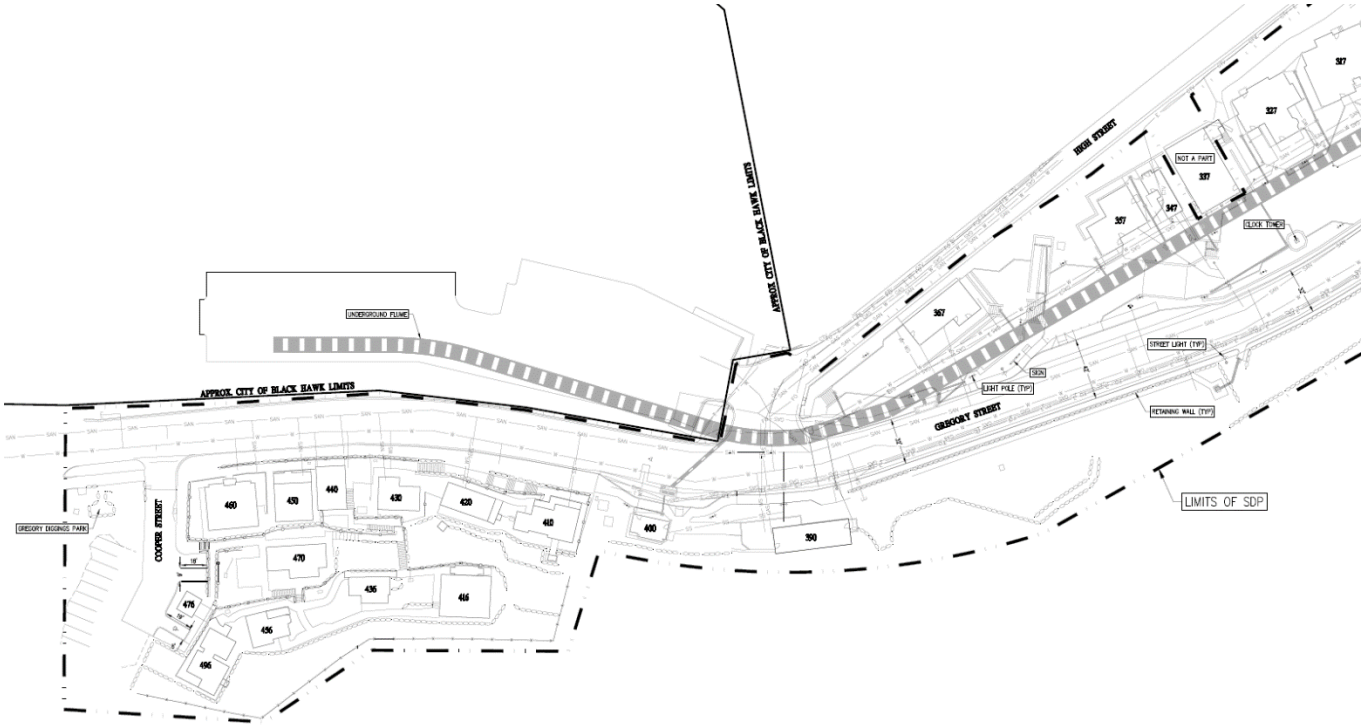
Figure 2: Zoning Map and SDP area highlighted in Yellow

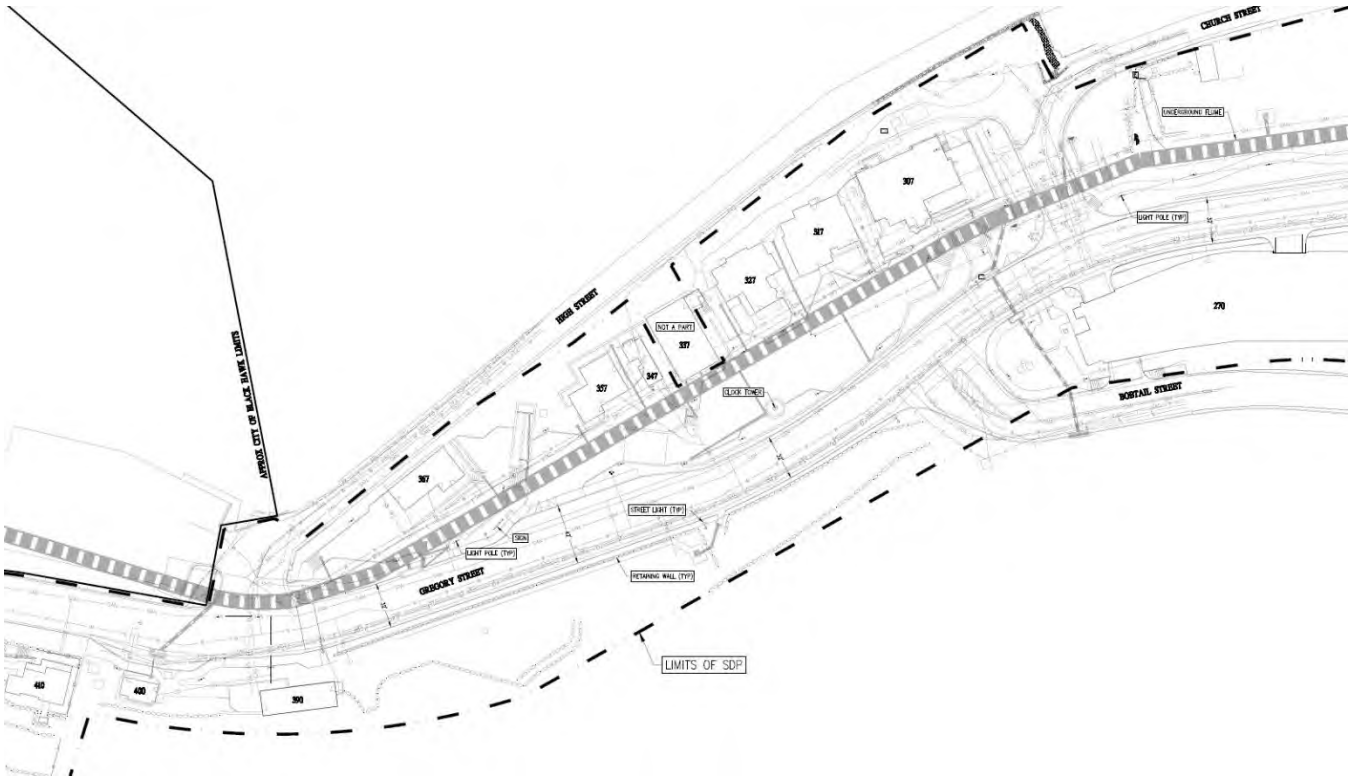


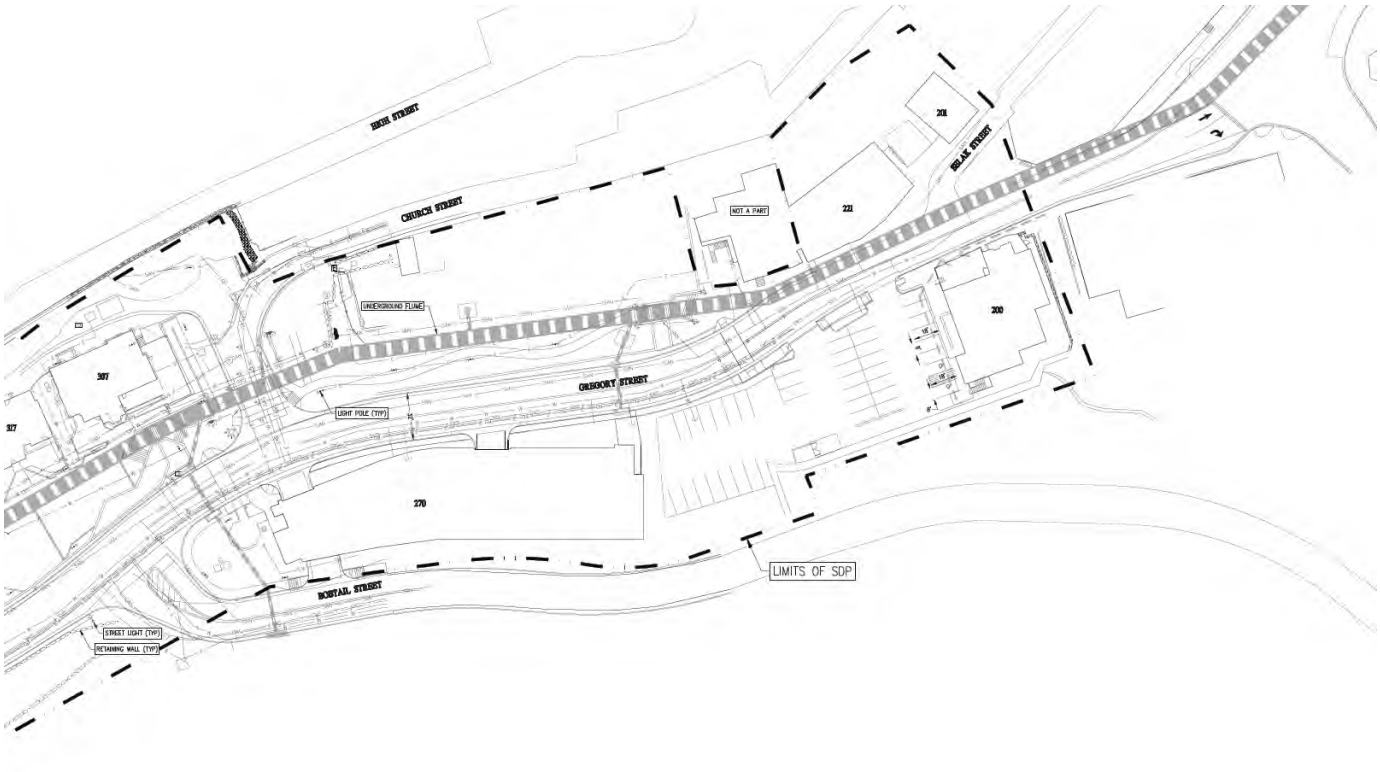
REQUEST:

The applicant is requesting review and approval of a Site Development Plan (SDP) associated with the development of and/or improvements for the City owned properties at 200-496 Gregory Street. Aside from the Oyler building at 221 Gregory that is under construction at this time, and the proposed Copper Kitchen Pizzeria at 307 Gregory Street, all buildings and improvements along Gregory Street have been completed.

Figure 3: Site 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 HARD Zone District and other applicable sections of the Zoning and Subdivision Ordinances. Staff finds that the proposed SDP substantially complies with the Black Hawk Zoning Ordinance.**

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 substantially complies with the necessary submittal materials.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided by the City of Black Hawk for this project. The City of Black Hawk Municipal Code allows for land development with the approval of

a Site Development Plan and Certificate of Architectural Compatibility. Staff from Baseline Corporation suggests that the Site Development Plan is in substantial compliance with the Zoning and Subdivision chapters of the Black Hawk Municipal Code.

In summary, Staff recommends that the Gregory Street Site Development Plan be approved.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a request for a Site Development Plan. To support this proposal, the following findings can be used:

The proposed Gregory Street Site Development Plan meets the criteria outlined in Section 16-362 (Site development standards) of the Municipal Code 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. 41-2023, A Resolution approving a Site Development plan for the city-owned properties located at 200-496 Gregory Street.

Attachments:

- Gregory Street Site Development Plan (attached to Resolution 41-2023)

Applicant's Submittal

	Black Hawk PO Box 68, Black Hawk, CO 80422	Site Development Plan (SDP) 23BH-PL00024

Application Details

Application Date:	04/27/2023	Property Owner:	City of Black Hawk
Acceptance Date:	04/27/2023	Mailing Address:	PO Box 68 Black Hawk, CO 80422
Job Site Address:	200 - 496 Gregory Street, Black Hawk, CO 80422		
Category:	Planning	Phone:	
Permit Type:	Site Development Plan (SDP)	Email:	

Description of Work:

P-23-07 Gregory Street Site Development Plan for development of and/or improvements to the Gregory Plaza, Bobtail Mine, Gregory Point at Mountain City, St Charles Carriage House, Crooks Palace and the Oyler/Rudolph/Rogers Building

Contractors:	Applicant:		
	Name: City of Black Hawk	Phone: (303) 582-0615	Email: clinker@cityofblackhawk.org
	Occupant:		
	Name:	Phone:	Email:

Permit Fields

# Parking Spaces:	Estimated Valuation: $0.00
Lot Size:	Required Setback Back:
Required Setback East:	Required Setback Left:
Required Setback North:	Required Setback Right:
Required Setback South:	Required Setback West:
Total Square Footage:	

Application Terms

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner has been obtained. I also commit to pay all fees based on the City of Black Hawk's adopted fee schedule.

Submitted by: Julie.esterl@baselinecorp.com

This document is NOT a permit and does not constitute approval or authorize any construction or changes to the above location.

RESOLUTION 42-2023

A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE COPPER KITCHEN PIZZERIA LOCATED AT 307 GREGORY STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 42-2023

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE COPPER KITCHEN PIZZERIA LOCATED AT 307 GREGORY STREET

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

Section 1. The City Council hereby determines to approve the Certificate of Architectural Compatibility ("COAC") for the Copper Kitchen Pizzeria, located at 307 Gregory Street, on the following conditions:

A. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk;

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

C. The COAC approval is valid for up to 6 months after the approval date.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

PROJECT DIRECTORY

Client:
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
Matt Reed, Project Manager
P: (303) 582-2288
mreed@cityofblackhawk.org
Stephen Cole, City Manager
P: (303) 582-2200
scole@cityofblackhawk.org
Tom Isbester, Public Works
P: (303) 582-1324
tisbester@cityofblackhawk.org
Cindy Linker, Planning Dept
P: (303) 582-0615
clinker@cityofblackhawk.org

Architect of Record:
PEH ARCHITECTS
1720 14th Street, Suite 100
Boulder, CO 80302
P: (303) 442-0408
Peter E. Heinz, AIA, Principal
peheinz@peharch.com" peheinz@peharch.com
Joshua Zinnecker, AIA, Project Architect
joshz@peharch.com" joshz@peharch.com

Civil Engineer/ Surveyor:
Baseline Engineering Corp
112 N Rubey Drive, Suite 210
Golden, CO 80403
P: (303) 940-9966
Luke Myers, P.E.
C: (970) 201-0169
luke.myers@baselinecorp.com

Landscape Architect:
Coloring Colorado
P.O. Box #8
Nederland, CO 80466
P: (303) 818-6208
Elizabeth Allen, M.S. Horticulture
info@coloringcolorado.com

Structural Engineer:
Mozer-Renn Structural
8573 E. Napa Place
Denver, CO 80237
Natalie Mozer-Renn, P.E.
P: (303) 759-2200
C: (303) 870-5039
nmozer-renn@mrstructural.com

Mechanical/ Electrical/ Plumbing Engineer:
Boulder Engineering Company
1717 15th Street
Boulder, CO 80302
P: (720) 387-7222
Ethan Miley, P.E.
P: (303) 444-6083
C: (303) 641-7076
ethan@boulderengineering.com

Interior Designer:
Rave Interiors
P: (303) 589-3603
Beth Joseph Waller
beth@raveinteriors.com

Kitchen Consultant:
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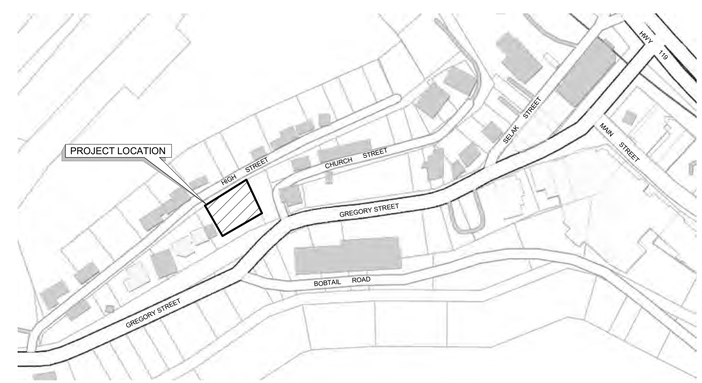
SHEET LIST

SHEET NUMBER	SHEET NAME
ARCHITECTURE	
A000	COVER SHEET
A001	CODE INFORMATION
A002	ACCESSIBILITY STANDARDS - 2017 ANSI
A003	PROJECT OVERVIEW
A100	SITE PLAN
A101	SITE DETAILS
A200	BASEMENT/ FOUNDATION PLAN
A201	FIRST FLOOR PLAN
A202	FIRST FLOOR REFLECTED CEILING PLAN
A203	ROOF PLAN
A300	ELEVATIONS
A301	BUILDING SECTIONS
A302	BUILDING SECTIONS
A400	WALL SECTIONS
A401	WALL SECTIONS
A500	ENLARGED STAIR PLANS, ELEVATIONS AND DETAILS
A501	ENLARGED STAIR & WALK PLANS
A502	ENLARGED STAIR PLANS, ELEVATIONS AND DETAILS
A601	RESTROOM PLANS, ELEVATIONS & DETAILS
A602	RESTROOM PLANS, ELEVATIONS & DETAILS
A800	SCHEDULES & DETAILS
STRUCTURAL	
S200	FOUNDATION & BASEMENT PLAN
S201	FIRST FLOOR FRAMING PLAN
S202	ROOF FRAMING PLAN
S400	GENERAL NOTES & SECTIONS
MECHANICAL	
M201	BASEMENT HVAC PLAN
M202	FIRST FLOOR HVAC PLAN
M300	MECHANICAL DETAILS & SCHEDULES
PLUMBING	
P201	BASEMENT SEWER PLAN
P202	BASEMENT PIPING PLAN
P203	FIRST FLOOR SEWER PLAN
P204	FIRST FLOOR PIPING PLAN
P300	PLUMBING DETAILS & SCHEDULES
P301	PLUMBING DETAILS
ELECTRICAL	
E202	BASEMENT LIGHTING PLAN
E203	FIRST FLOOR POWER PLAN
E204	FIRST FLOOR LIGHTING PLAN
E205	ROOF ELECTRICAL PLAN
E300	ELECTRICAL DETAILS & SCHEDULES
INTERIOR DESIGN	
ID100	INTERIOR CONCEPTS - DINE/ BAR
KITCHEN EQUIPMENT & ROUGH-IN	
FS100	EQUIPMENT PLAN & SCHEDULE

ABBREVIATIONS

A	
AB	ANCHOR BOLT
ABV	ABOVE
AC	ACOUSTICAL
ACP	ACOUSTICAL PANELS
ADH	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
ALUM	ALUMINUM
ALT	ALTERNATE
ANC	ANCHOR
AP	ACCESS PANEL
APPX	APPROXIMATE
APT	APARTMENT
ARCH	ARCHITECT(URAL)
ASPH	ASPHALT
AUTO	AUTOMATIC
B	
BC	BACK OF CURB
BD	BOARD
BF	BOTH FACES
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BLW	BELOW
BM	BEAM
BM	BENCH MARK
BPL	BEARING PLATE
BDRM	BEDROOM
BRG	BEARING
BRKT	BRACKET
BRZ	BRONZE
BSMT	BASEMENT
BTM	BOTTOM
BTN	BATTEN
BTW	BETWEEN
BUR	BUILT-UP ROOFING
BVL	BEVELED
BW	BOTH WAYS
C	
CC	CENTER TO CENTER
CB	CATCH BASIN
CBD	CHALKBOARD
CBT	CABINET
CCG	CONCRETE CURB & GUTTER
CEM	CEMENT
CER	CERAMIC
CF	CUBIC FEET
CIP	CAST IRON PIPE
CJ	CONTROL JOINT
CK	CHALK(ING)
CLR	CLEAR
CLNG	CEILING
CLO	CLOSET
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CASED OPENING
COL	COLUMN
COMP	COMPOSITION
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACT(OR)
CORR	CORRIDOR
CORR	CORRUGATED
CPG	COPING
CPR	COPPER
CPT	CARPET(ED)
CR	CRUSHED
CRS	COURSE(S)
CSKS	CONTERSUNK SCREW
CT	CERAMIC TILE
CTR	COUNTER
CTR	CENTER
CUH	CABINET UNIT HEATER
CW	COLD WATER
CY	CUBIC YARD
D	
D	DRYER
DBL	DOUBLE
DEPT	DEPARTMENT
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIM	DIMENSION
DIV	DIVIDER
DL	DEAD LOAD
DN	DOWN
DR	DOOR
DS	DOWN SPOUT
DTA	DOVETAIL ANCHOR
DTL	DETAIL
DW	DISHWASHER
DWG	DRAWING
E	
E	EAST
(E)	EXISTING
EA	EACH
EDF	ELECTRIC DRINKING FOUNTAIN
EF	EXHAUST FAN
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRIC(AL)
ELEV	ELEVATOR
EOI	EXCEPT AS OTHERWISE INDICATED
EP	ELECTRICAL PANEL
EQ	EQUAL
EQPT	EQUIPMENT
ESMT	EASEMENT
EW	EACH WAY
EX	EXPOSED
EXC	EXCAVATE
EXH	EXHAUST
EXP	EXPANSION
EXT	EXTERIOR
F	
F/L	FLOW LINE
FA	FIRE ALARM
FB	FACE BRICK
FBD	FIBER BOARD
FCJ	FLOOR CONSTRUCTION JOINT
FD	FLOOR DRAIN
FDN	FOUNDATION
FDR	FOLDING DOOR
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FH	FIRE HOSE STATION/HYDRANT
FHS	FLATHEAD SCREW
FIN	FINISH
FL/EL	FLOOR ELEVATION
FLCO	FLOOR CLEAN OUT
FLG	FLASHING
FLR	FLOOR
FLUR	FLUORESCENT
FLX	FLEXIBLE
FOC	FACE OF CONCRETE
FOF	FACE OF FRAME
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FR	FRAME
FRG	FRAMING
FRP	FIBER GLASS PANEL
FRW	FRAME WIDTH
FS	FLOAT SAFETY
FS	FULL SIZE
FT(')	FOOT
FTG	FOOTING
FUR	FURRING
FURN	FURNACE
FWC	FABRIC WALL COVERING
FXT	FIXTURE
G	
G	GAS
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GI	GALVANIZED IRON
GL	GLASS
GS	GALVANIZED STEEL
GSP	GALVANIZED STEEL PIPE
GWB	GYPSUM WALL BOARD
H	
HC	HANDICAP
HR	HANDRAIL
HR	HOUR
HCW	HOLLOW CORE WOOD
HDWR	HARDWARE
HK	HOOK
HM	HOLLOW METAL
HP	HORSEPOWER
HRZ	HORIZONTAL
HSTL	HOLLOW STEEL
HT	HEIGHT
HTG	HEATING
HVAC	HEATING/VENTILATION/ AIR CONDITIONING
HW	HOT WATER
HYD	HYDRANT
I	
ID	INSIDE DIAMETER
IN(")	INCH
INCL	INCLUDING
INS	INSULATION
INSG	INSULATING GLASS
INT	INTERIOR
J	
JST	JOIST
JT	JOINT
K	
KIT	KITCHEN
KFJ	KEYED FLOOR JOINT
L	
LAB	LABORATORY
LAV	LAVATORY
LB	POUND
LBL	LABEL
LCMU	LIGHTWEIGHT CONCRETE MASONRY UNIT
LDRY	LAUNDRY
LF	LINEAR FOOT
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLO	LONG LEG OUT
LLV	LONG LEG VERTICAL
LR	LIVING ROOM
LTL	LINTEL
LVR	LOUVER
LWC	LIGHTWEIGHT CONCRETE
M	
M	MINUTE
MAINT	MAINTENANCE
M/EXG	MATCH EXISTING
M/RFG	MEMBRANE ROOFING
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MFD	MANUFACTURED
MFR	MANUFACTURER
MIC	MICROWAVE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MH	MAN HOLE
MLD	MOLDING
MLM	MICRO-LAMINATED BEAM
MO	MASONRY OPENING
MOD	MODULAR
MR	MOISTURE RESISTANT
MS	MASONRY SHELF
MSRY	MASONRY
MTL	METAL
MUL	MULLION
N	
N	NORTH
(N)	NEW
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NRC	NOISE REDUCTION COEFFICIENT
NTS	NOT TO SCALE
O	
O/	OVER
OA	OVERALL
OBS	OBSCURE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFF	OFFICE
OH	OVERHANG
OPG	OPENING
OPP	OPPOSITE
OVH	OVERHEAD
OWSJ	OPEN WEB STEEL JOIST
P	
PBD	PARTICLE BOARD
PBG	PLUMBING
PC	POINT OF CURVATURE
PCC	PRECUTS CONCRETE
PCF	POUNDS PER CUBIC FOOT
PCW	PARTICLE CORE WOOD
PERF	PERFORATE(D)
PFB	PREFABRICATE(D)
PL	PROPERTY LINE
PL	PLATE
PLF	POUNDS PER LINEAR FOOT
PLAM	PLASTIC LAMINATE
PLS	PLASTIC
PLSR	PLASTER
PLYWD	PLYWOOD
PNL	PANEL
PNT	PAINT
POI	POINT OF INTERSECTION
PR	PAIR
PRF	PREFINISHED
PROJ	PROJECT
PS	PLAN SECTION
PSC	PRE STRESSED CONCRETE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PTD	PAPER TOWEL DISPENSER
PTN	PARTITION
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWD	PLYWOOD
Q	
QT	QUARRY TILE
R	
R	RADIUS
R	RISER
RA	RETURN AIR
RB	RUBBER BASE
RBT	RABBIT(ED)
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
RE:	REFER(ENCE)
REFIN	REFINISH
REG	REGISTER
REINF	REINFORCED(ING)
REQ	REQUIRED
RFR	REFRIGERATOR
RHS	ROUNDHEAD SCREW
RM	ROOM
RMK	REMARK
RNG	RANGE
RO	ROUGH OPENING
RPM	REVOLUTIONS PER MINUTE
RT	RUBBER TILE
RVS	REVISE
S	
S	SINK
S	SOUTH
SB	SPLASH BLOCK
SBFL	SUBFLOOR
SCH	SCHEDULE
SCW	SOLID CORE WOOD
SD	STORM DRAIN
SDG	SIDING
SDLT	SIDELIGHT
SEC	SECTION
SF	SQUARE FOOT
SFJ	SAWED FLOOR JOINT
SFT	SOFFIT
SG	SAFETY GLASS
SH	SHOWER
SHS	SHELVES
SHT	SHEET
SIM	SIMILAR
SKL	SKYLIGHT
SLD	SEALED
SPD	SUSPENDED CEILING
SPEC	SPECIFICATION(S)
SPK	SPEAKER
SND	SANITARY NAPKIN DISPENSER
SNR	SANITARY NAPKIN RECEPTOR
SQ	SQUARE
SS	STAINLESS STEEL
STC	SOUND TRANSMISSION COEFFICIENT
STD	STANDARD
STL	STEEL
STOR	STORAGE
STR	STRUCTURAL
SW	SWITCH
SY	SQUARE YARD
SYM	SYMMETRICAL
SYN	SYNTHETIC
SYS	SYSTEM
T	
T	TEE
T	TREAD
T&B	TOP & BOTTOM
T&G	TONGUE & GROOVE
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOP	TOP OF PARAPET
TOS	TOP OF STEEL
TOW	TOP OF WALL
TB	TACK BOARD
TBR	TOWEL BAR
TC	TOP OF CURB
TEL	TELEPHONE
TF	TRANSPARENT FINISH
TFMR	TRANSFORMER
TH	TOWN HOUSE
THK	THICK(NESS)
THR	THRESHOLD
TLT	TOILET
TPD	TOILET PAPER DISPENSER
TPTN	TOILET PARTITION
TRZ	TERRAZZO
TV	TELEVISION
TX	TEXTURED
TYP	TYPICAL
U	
UH	UNIT HEATER
UNF	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UNP	UNPAINTED
UR	URINAL
V	
V	VOLT
V	VENDING MACHINE
VB	VINYL BASE
VBR	VAPOR BARRIER
VCP	VITRIFIED CLAY PIPE
VCT	VINYL COMPOSITION TILE
VENT	VENTILATOR
VERT	VERTICAL
VEST	VESTIBULE
VF	VINYL FABRIC
VIF	VERIFY IN FIELD
VNR	VENEER
VS	VERTICAL SECTION
VT	VINYL TILE
VWC	VINYL WALL COVERING
W	
W	WATER
W	WIDTH
W/	WITH
W	WEST
WB	WIND BRACING
W/O	WITHOUT
WC	WATER CLOSET
WCJ	WALL CONSTRUCTION JOINT
WD	WOOD
WDO	WINDOW
WG	WIRED GLASS
WH	WATER HEATER
WLC	WALL COVERING
WLP	WALLPAPER
WM	WASHING MACHINE
WP	WATERPROOF(ING)
WPT	WORKING POINT
WRPRD	WRAP AROUND
WSCT	WAINSCOT
WWF	WELDED WIRE FABRIC
X	
XANC	EXPANSION ANCHOR



VICINITY MAP
N.T.S.

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

COVER SHEET

Project: 2021.24
Date 10/14/21
Drawn by: JPZ
Checked by: PEH

A000

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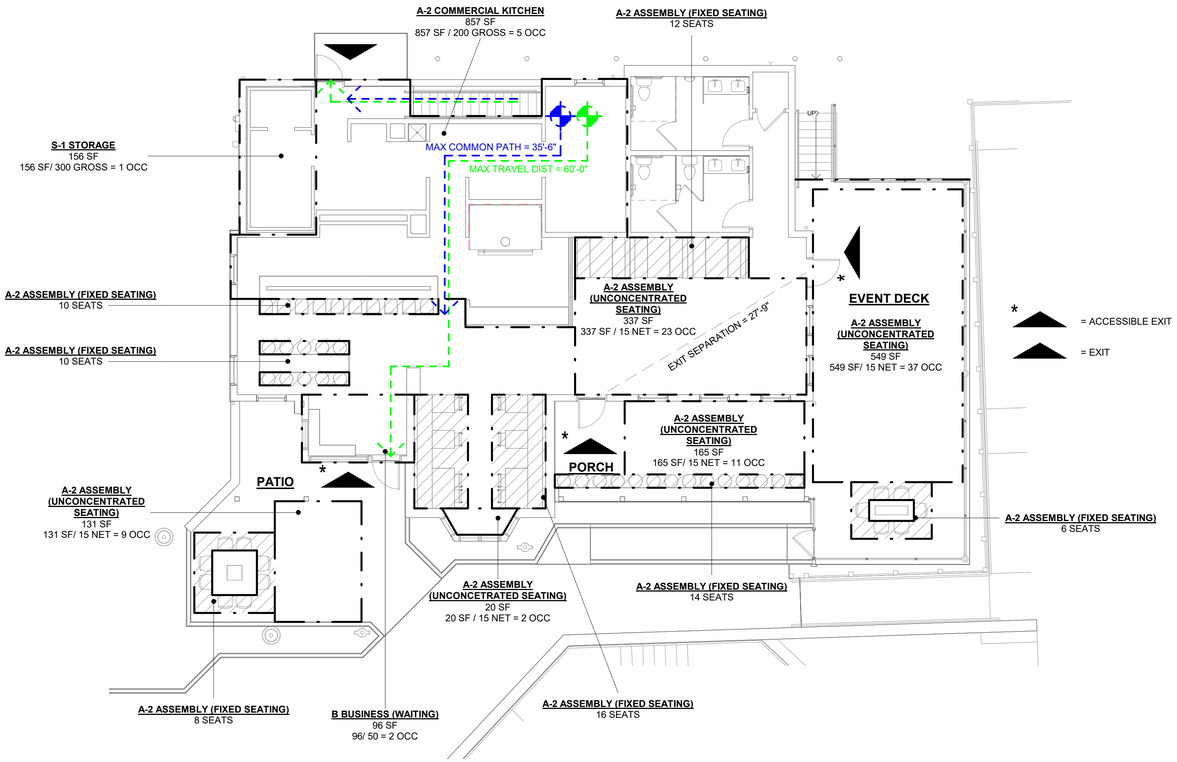
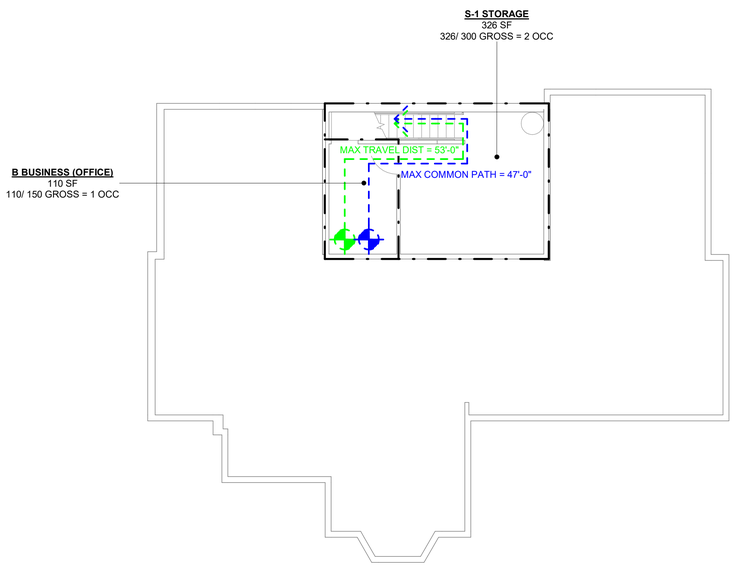


2 FIRST FLOOR EGRESS PLAN
1/8" = 1'-0"



NOTE: NO ACCESSIBLE ROUTE REQUIRED TO BASEMENT PER 1104.4 - <3,000 SF

1 BASEMENT EGRESS PLAN
1/8" = 1'-0"

PROJECT SUMMARY - COPPER KITCHEN PIZZERIA

BUILDING INFORMATION & CODE ANALYSIS

DESCRIPTION: RELOCATION OF A PORTION OF A HISTORIC HOME, WHICH WILL BE RENOVATED INTO A PIZZA RESTAURANT BAR. ADJACENT EXTERIOR PATIO AND DECK SPACES WILL BE CONSTRUCTED AROUND THE RESTAURANT. MODIFICATIONS TO THE ADJACENT PLAZA AND CHURCH STREET WILL BE COMPLETED IN RELATION TO THE BUILDING RELOCATION.

BUILDING JURISDICTION: CITY OF BLACK HAWK, COLORADO

BUILDING CODE: ALL CONSTRUCTION SHALL COMPLY W/ THE FOLLOWING APPLICABLE CODES:
2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2021 INTERNATIONAL PLUMBING CODE (IPC)
2021 INTERNATIONAL FUEL GAS CODE (IFGC)
2021 INTERNATIONAL MECHANICAL CODE (IMC)
2021 INTERNATIONAL FIRE CODE (IFC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2020 NATIONAL ELECTRIC CODE (NEC)
2017 ICC A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES (ANSI)
CITY OF BLACK HAWK MUNICIPAL CODE AND AMENDMENTS

IEBC COMPLIANCE: PRESCRIPTIVE - 301.3.1 , MET THROUGH CHAPTER 5 OF THE IEBC & 2018 IFC.

SECTION 503.1: ..ALTERATIONS TO ANY BUILDING OR STRUCTURE SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE FOR NEW CONSTRUCTION. ALTERATIONS SHALL BE SUCH THAT THE EXISTING BUILDING OR STRUCTURE IS NOT LESS COMPLYING W/ THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE THAN THE EXISTING BUILDING OR STRUCTURE WAS PRIOR TO THE ALTERATION.

STRUCTURAL MODIFICATIONS SHALL COMPLY W/ SECTIONS 503.3 - 503.13

ZONE DISTRICT: HISTORIC APPRECIATION RECREATION DISTRICT (HARD)

OCCUPANCY GROUP: NON-SEPARATED USES; A-2 (RESTAURANT), A-2 (COMMERCIAL KITCHEN), B (BUSINESS), S-1 (STORAGE)

CONSTRUCTION TYPE: V-B

FIRE SPRINKLERS: FULLY SPRINKLERED, NFPA 13. DEFERRED SUBMITTAL WILL BE SENT TO AHJ FOR FINAL APPROVAL. SPRINKLERS SHALL BE PROVIDED FOR COVERAGE UNDER THE PORCH/ PATIO ROOFS.

FIRE ALARM: DEFERRED SUBMITTAL WILL BE SENT TO AHJ FOR FINAL APPROVAL.

FIRE EXTINGUISHERS: 1 REQUIRED W/IN 30' OF COMMERCIAL COOKING EQUIPMENT (906.1.2)
- FIRE EXTINGUISHERS SHALL BE OF AN APPROVED TYPE COMPATABLE W/ THE FIRE EXTINGUISHING AGENT. COOKING EQUIPMENT INVOLVING SOLID FUELS OR VEGETABLE OR ANIMAL OILS AND FATS SHALL BE PROTECTED W/ CLASS C RATED EXTINGUISHERS (906.4)

1 REQUIRED W/ IN AREAS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED, USED OR DISPENSED
- CLASS B FIRE EXTINGUISHERS SHALL BE PROVIDED FOR COMBUSTIBLE LIQUIDS PER 906.3.2.

ALLOWABLE HEIGHT (MOST LIMITED OCCUPANCY - *A-2*):

BUILDING HEIGHT (504.3): ALLOWABLE (IBC): ALLOWABLE: 60' PROPOSED: 21'-4" MAX

NUMBER OF STORIES (504.4): ALLOWABLE (ABOVE GRADE OF PLANE): ALLOWABLE: 2 STORIES PROPOSED: 1 STORY

ALLOWABLE AREA (MOST LIMITING OCCUPANCY - *A-2, SINGLE STORY SPRINKLERED*):

ALLOWABLE AREA FACTOR (TABLE 506.2): ALLOWABLE: 24,000 SF PROPOSED: 2,632 SF

BUILDING FOOTPRINT: 2,632 SF

FIRE RESISTANCE REQUIREMENTS - V-B CONSTRUCTION:

STRUCTURAL FRAME:	0HR
EXTERIOR BEARING WALLS:	0HR
INTERIOR BEARING WALLS:	0HR
EXTERIOR NON-BEARING WALLS:	0HR
INTERIOR NON-BEARING WALLS:	0HR
FLOOR CONSTRUCTION:	0HR
ROOF CONSTRUCTION:	0HR

MIN DISTANCE OF PROJECTIONS (705.2) : GREATER THAN 5' FSD, 40" MINIMUM DISTANCE FROM FSD

MAX AREA OF EXTERIOR OPENINGS (705.8): WEST ELEVATION: 10' TO LESS TO THAN 15 FSD', UNPROTECTED & SPRINKLERED = 45% ALLOWABLE
EAST, NORTH, SOUTH ELEVATION: 30' OR GREATER FSD, NO LIMIT TO OPENINGS

OCCUPANT LOAD/ EXITING:

BUILDING/ PORCH:

OCCUPANT LOAD:
A-2 (UNCONCENTRATED SEATING) - 522 SF/ 15 NET = 36
A-2 (FIXED SEATING - 1004.6) = 62
A-2 (COMMERCIAL KITCHEN): 857 SF/ 200 GROSS = 5
B (BUSINESS - WAITING): 96 SF/ 50 GROSS = 2
B (BUSINESS - OFFICE): 110 SF/ 150 = 1
S-1 (ACCESSORY STORAGE): 482 SF/ 300 GROSS = 2
TOTAL = 108

NUMBER OF EXITS (TABLE 1006.3.3)	2 EXITS REQUIRED	4 PROVIDED
ACCESSIBLE MEANS OF EGRESS (1009.1):	2 ACCESSIBLE MEANS OF EGRESS REQUIRED	2 PROVIDED
MINIMUM DOOR WIDTH (1005.3.2, 1010.1.1):	102 OCC LOAD x .15 = 15.5" < MIN CLR WIDTH 32"	(4) 36" DOORS W/ 32" CLR WIDTH EACH
MINIMUM CORRIDOR WIDTH (1005.3, 1020):	102 OCC LOAD x .15 = 15.5" < MIN WIDTH 44"	MIN 44" PROVIDED
MINIMUM STAIR WIDTH (1011.2, 1011.2 EXC. 1):	1 OCC LOAD x .20 = 20.6" < MIN WIDTH 36"	MIN 36" PROVIDED

EVENT DECK:

OCCUPANT LOAD:
A-2 (UNCONCENTRATED SEATING): 356 SF/ 15 NET = 37
A-2 (FIXED SEATING - 1004.6) = 6
TOTAL = 43

NUMBER OF EXITS (TABLE 1006.3.3)	1 EXIT REQUIRED	2 PROVIDED
ACCESSIBLE MEANS OF EGRESS (1009.1):	1 ACCESSIBLE MEANS OF EGRESS REQUIRED	1 PROVIDED
MINIMUM CORRIDOR WIDTH (1005.3, 1020):	43 OCC LOAD x .15 = 6.5" < MIN WIDTH 36"	MIN 36" PROVIDED
MINIMUM STAIR WIDTH (1011.2, EXC. 1):	43 OCC LOAD x .2 = 9" < MIN WIDTH 44"	MIN 44" PROVIDED

PATIO:

OCCUPANT LOAD:
A-2 (UNCONCENTRATED SEATING): 356 SF/ 15 NET = 8
A-2 (FIXED SEATING - 1004.6) = 8
TOTAL = 16

NUMBER OF EXITS (TABLE 1006.3.3)	1 EXIT REQUIRED	1 PROVIDED
ACCESSIBLE MEANS OF EGRESS (1009.1):	1 ACCESSIBLE MEANS OF EGRESS REQUIRED	1 PROVIDED
MINIMUM CORRIDOR WIDTH (1005.3, 1020):	16 OCC LOAD x .15 = 2.2" < MIN WIDTH 44"	MIN 44" PROVIDED

MAX TRAVEL DISTANCE: A, SPRINKLERED: 250' MAX 60'-0" MAX TRAVEL

SEPARATION OF EXITS FOR SPACES REQUIRING 2 OR MORE EXITS: SPRINKLERED: 1/3 TOTAL DIAGONAL = 73'-7"/ 3 = 24'-6"

Square footage	FIXED SEATING	1,202	FIXED SEATING	857	56	110	482				2,747
Occupancy Type	A-2 TAVERN	A-2 RESTAURANT	A-2 RESTAURANT	A-2 COMMERCIAL KITCHEN	B BUSINESS	B BUSINESS	S-1				
Max fir area/occ	Fixed Seats	15	Fixed Seats	200	50	138	300				187
Occupant load	20	80	56	5	2	1	2				
Occupant load per sq.	10.0	40.5	28.0	2.5	1.0	0.5	1.0				
Occupant load 2:											
								Total Fixture Units	REQ'D	PROVIDED	
WC's/Urs:	Men 1:40 Women 1:40	Men 1:75 Women 1:75	Men 1:75 Women 1:75	Men 1:75 Women 1:75	2:50 Men 1:50	2:50 Men 1:50	1:100				
Metric WC's	0.25	0.54	0.37	0.03	0.04	0.02	0.03	1.28	2	2	
Women WC's	0.25	0.54	0.37	0.03	0.04	0.02	0.03	1.28	2	2	
Lavatories	1:75	1:200	1:200	1:200	2:80 Men 1:80	2:80 Men 1:80	1:100				
Metric lav	0.13	0.20	0.14	0.01	0.03	0.01	0.03	0.55	1	2	
Women's lav	0.13	0.20	0.14	0.01	0.02	0.01	0.02	0.55	1	2	
Drinking fountain	1:500	1:500	1:500	1:500	1:100	1:100	1:1000				
Of fixtures	0.08	0.16	0.11	0.01	0.02	0.01	0.20	0.39	1		

- 1 SERVICE SINK PROVIDED
- USE IS A RESTAURANT/ BAR. DRINKING FOUNTAIN REQUIREMENT WILL BE MET BY OCCUPANT SERVICES

IECC COMPLIANCE

2021 IECC

C402

BUILDING ENVELOPE MINIMUM PRESCRIPTIVE REQUIREMENTS:

CLIMATE ZONE: 5B	REQUIRED	PROVIDED
ATTIC AND OTHER:	R-49	R-49
WALL (WOOD FRAME):	R-20 + 3.8ci	R-20 + 5ci
WALL (BELOW GRADE):	R-7.5ci	R-7.5ci
FLOOR:	R-30	R-30
FENESTRATION:		
OPERABLE:	U-VALUE ≤ 0.36 SHGC ≤ 0.53 (S) ≤ 0.33 (N,E,W)	U-VALUE ≤ 0.36 SHGC ≤ 0.53 (S) ≤ 0.33 (N,E,W)
FIXED:	U-VALUE ≤ 0.45 SHGC ≤ 0.61 (S) ≤ 0.38 (N,E,W)	U-VALUE ≤ 0.45 SHGC ≤ 0.61 (S) ≤ 0.38 (N,E,W)
ENTRANCE DOOR:	U-VALUE ≤ 0.63	U-VALUE ≤ 0.63
OPAQUE DOORS (SWINGING):	U-VALUE - 0.37	U-VALUE - 0.37

SPECIFIED INSULATION FOR ASSEMBLIES:

- ROOF CAVITY INSULATION: 14" DENS-PACK CELLULOUSE
- CONTINUOUS RIGID O/ FOUNDATION WALLS (1) LAYER 1.5" XPS INSULATION
- WALL CONTINUOUS INSULATION: (1) LAYER 1" XPS INSULATION
- WALL CAVITY INSULATION: 5-1/2" MINERAL WOOL BATT INSULATION
- FLOOR CAVITY INSULATION: 9" MINERAL WOOL BATT INSULATION

MAXIMUM AREA OF FENESTRATION: THE MAX VERTICAL FENESTRATION AREA SHALL NOT BE GREATER THAN 30% OF THE GROSS ABOVE-GRADE WALL AREA.

AIR BARRIERS: A CONTINUOUS AIR BARRIER SHALL BE PROVIDED PER C402.5.1 THE BARRIER SHALL BE CONSTRUCTED IN A MANNER THAT ALL JOINTS, TRANSITIONS, AND PENETRATIONS ARE PROPERLY SEALED PER C402.5.1.1

A BUILDING THERMAL ENVELOPE TEST TO COMPLY W/ C402.5.3 OR INSPECTIONS PER SECTION 402.5.1.5 SHALL BE REQUIRED.

FENESTRATION AIR LEAKAGE: AN AIR LEAKAGE TEST AS INDICATED IN TABLE C402.5.4 SHALL BE PERFORMED BY AN INDEPENDANT PARTY, OR INSPECTIONS PER SECTION 402.5.1.5 SHALL BE REQUIRED.

VESTIBULES: A VESTIBULE IS NOT REQUIRED WHERE DOORS OPEN DIRECTLY TO SPACES LESS THAN 3,000 SF, PER C402.5.9 EXC 4.

C403

MECHANICAL SYSTEMS- SEE CONSULTANT DRAWINGS FOR COMPLIANCE

C404

SERVICE WATER HEATING - SEE CONSULTANT DRAWINGS FOR COMPLIANCE

C405

ELECTRICAL POWER AND LIGHTING - SEE CONSULTANT DRAWINGS FOR COMPLIANCE

C406

ADDITIONAL EFFICIENCY REQUIREMENTS - SEE BELOW FOR THE (10) CREDITS:

C408

MAINTENANCE INFORMATION AND SYSTEM COMMISSIONING

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA
307 GREGORY ST. BLACK HAWK, CO

CODE INFORMATION

Project: 2021.24
Date 10/14/21
Drawn by: JPZ
Checked by: PEH

A001

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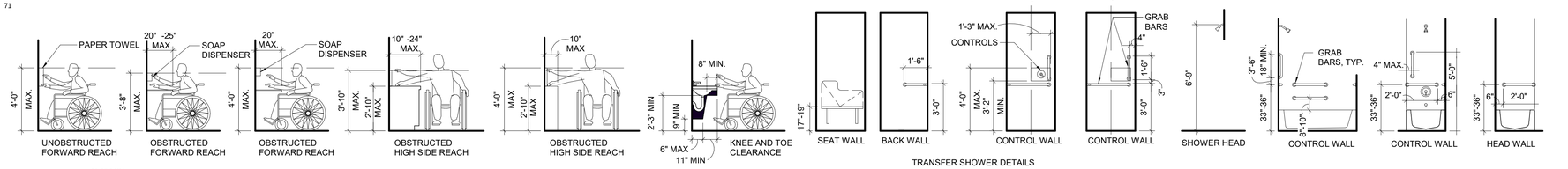
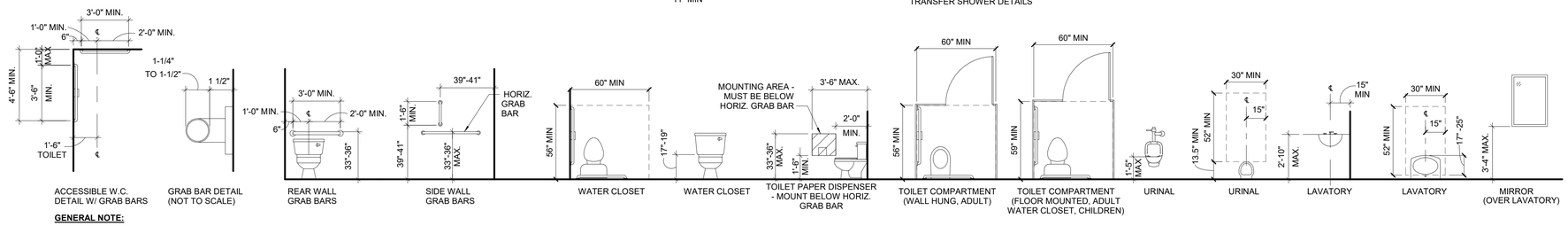




GENERAL NOTE:

FIXTURES/ EQUIPMENT NOT SHOWN, REFER TO MANUFACTURERS REQUIREMENTS FOR ACCESSIBLE INSTALLATION HEIGHTS. PROVIDE BLOCKING FOR GRAB BARS, TYP.

REACH RANGES & CLEARANCES
1/4" = 1'-0"

CLEAR FLOOR SPACE

305.1 GENERAL - A CLEAR FLOOR SPACE SHALL COMPLY WITH SECTION 305.

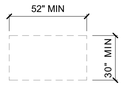
305.2 FLOOR SURFACES

FLOOR SURFACES OF A CLEAR FLOOR SPACE SHALL COMPLY WITH SECTION 302. CHANGES IN LEVEL ARE NOT PERMITTED WITHIN THE CLEAR FLOOR SPACE.

EXCEPTION: SLOPES NOT STEEPER THAN 1:48 SHALL BE PERMITTED.

305.3.1 NEW BUILDINGS AND FACILITIES

IN NEW BUILDINGS AND FACILITIES, THE CLEAR FLOOR SPACE SHALL BE 52 INCHES MINIMUM IN LENGTH AND 30 INCHES MINIMUM IN WIDTH



305.3.2 EXISTING BUILDINGS AND FACILITIES

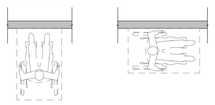
IN EXISTING BUILDINGS AND FACILITIES, THE CLEAR FLOOR SPACE SHALL BE 48 INCHES MINIMUM IN LENGTH AND 30 INCHES MINIMUM IN WIDTH

305.4 KNEE AND TOE CLEARANCE

UNLESS OTHERWISE SPECIFIED, CLEAR FLOOR SPACE SHALL BE PERMITTED TO INCLUDE KNEE AND TOE CLEARANCE COMPLYING WITH SECTION 306.

305.5 POSITION

UNLESS OTHERWISE SPECIFIED, THE CLEAR FLOOR SPACE SHALL BE POSITIONED FOR EITHER FORWARD OR PARALLEL APPROACH TO AN ELEMENT.



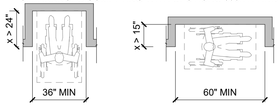
(a) FORWARD (b) PARALLEL

305.6 APPROACH

ONE FULL, UNOBSTRUCTED SIDE OF THE CLEAR FLOOR SPACE SHALL ADJOIN OR OVERLAP AN ACCESSIBLE ROUTE OR ADJOIN ANOTHER CLEAR FLOOR SPACE.

305.7 ALCOVES

IF A CLEAR FLOOR SPACE IS IN AN ALCOVE OR OTHERWISE CONFINED ON ALL OR PART OF THREE SIDES, ADDITIONAL MANEUVERING CLEARANCES COMPLYING WITH SECTIONS 305.7.1 AND 305.7.2 SHALL BE PROVIDED, AS APPLICABLE.



CLEAR FLOOR SPACE
1/4" = 1'-0"

TURNING SPACE

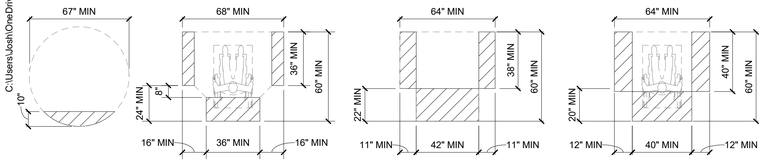
304.1 GENERAL - A TURNING SPACE SHALL COMPLY WITH SECTION 304

304.1 GENERAL - FLOOR SURFACES OF A TURNING SPACE SHALL COMPLY WITH SECTION 302. CHANGES ARE NOT PERMITTED WITHIN THE TURNING SPACE.

EXCEPTION: SLOPES NOT STEEPER THAN 1:48 SHALL BE PERMITTED.

NEW BUILDINGS AND CONSTRUCTION:

= ALLOWABLE KNEE AND TOE CLEARANCE OVERLAP



(a) CIRCULAR (b) T-SHAPED - OPTION 1 (c) T-SHAPED - OPTION 2 (c) T-SHAPED - OPTION 3

304.3.1.2 EXISTING BUILDINGS AND FACILITIES

IN EXISTING BUILDINGS AND FACILITIES, THE TURNING SPACE SHALL BE A CIRCULAR SPACE WITH A 60-INCH MINIMUM DIAMETER.

304.3.2.2 EXISTING BUILDINGS AND FACILITIES

IN EXISTING BUILDINGS AND FACILITIES, THE TURNING SPACE SHALL BE A T-SHAPED SPACE WITHIN A 60" MINIMUM SQUARE, WITH ARMS AND BASE 366 INCHES MINIMUM IN WIDTH. EACH ARM OF THE T SHALL BE CLEAR OF OBSTRUCTIONS 12 INCHES MINIMUM IN EACH DIRECTION, AND THE BASE SHALL BE CLEAR OF OBSTRUCTIONS 24 INCHES MINIMUM.

TURNING SPACE
1/4" = 1'-0"

DOORS & DOORWAYS

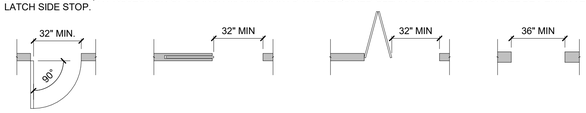
404.1 GENERAL - DOORS AND DOORWAYS THAT ARE PART OF AN ACCESSIBLE ROUTE SHALL COMPLY WITH SECTION 404.

404.2.2 CLEAR WIDTH

DOORWAYS SHALL HAVE A CLEAR OPENING WIDTH OF 32 INCHES MINIMUM. CLEAR OPENING WIDTH OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF DOOR AND STOP, WITH THE DOOR OPEN 90 EGRESS. OPENINGS MORE THAN 24 INCHES IN DEPTH AT DOORS AND DOORWAYS WITHOUT DOORS SHALL PROVIDE A CLEAR WIDTH OF 36 INCHES MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE CLEAR OPENING WIDTH LOWER THAN 34 INCHES ABOVE THE FLOOR. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES AND 80 INCHES ABOVE THE FLOOR SHALL NOT EXCEED 4 INCHES.

EXCEPTIONS:

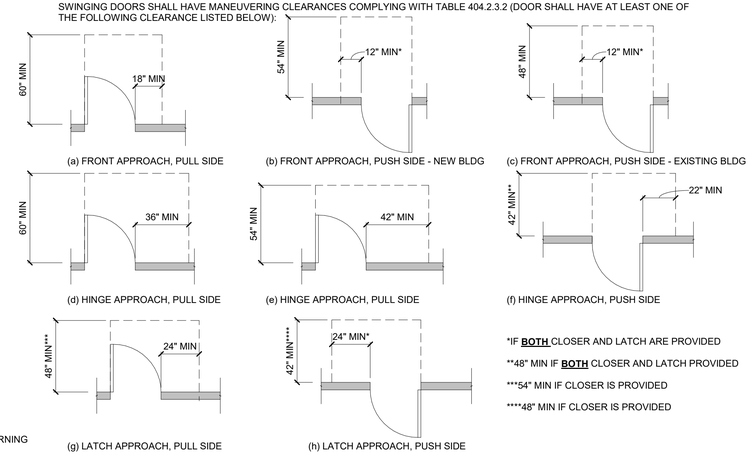
1. DOOR CLOSERS AND DOOR STOPS SHALL BE PERMITTED TO BE 78 INCHES MINIMUM ABOVE THE FLOOR.
2. IN ALTERATIONS, A PROJECTION OF 5/8 INCH MAXIMUM INTO THE REQUIRED CLEAR OPENING WIDTH SHALL BE PERMITTED FOR THE LATCH SIDE STOP.



(a) HINGED DOOR (b) SLIDING DOOR (c) FOLDING DOOR (d) DOORWAY WITHOUT DOORS

404.2.3.2 MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS

SWINGING DOORS SHALL HAVE MANEUVERING CLEARANCES COMPLYING WITH TABLE 404.2.3.2 (DOOR SHALL HAVE AT LEAST ONE OF THE FOLLOWING CLEARANCE LISTED BELOW):



(a) FRONT APPROACH, PULL SIDE (b) FRONT APPROACH, PUSH SIDE - NEW BLDG (c) FRONT APPROACH, PUSH SIDE - EXISTING BLDG

(d) HINGE APPROACH, PULL SIDE (e) HINGE APPROACH, PULL SIDE (f) HINGE APPROACH, PUSH SIDE

(g) LATCH APPROACH, PULL SIDE (h) LATCH APPROACH, PUSH SIDE

*IF **BOTH** CLOSER AND LATCH ARE PROVIDED

48" MIN IF **BOTH CLOSER AND LATCH PROVIDED

***54" MIN IF CLOSER IS PROVIDED

****48" MIN IF CLOSER IS PROVIDED

404.2.6 DOOR HARDWARE:

HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, pinching OR TWISTING OF THE WRIST TO OPERATE. THE OPERATIONAL FORCE TO RETRACT LATCHES OR DISENGAGE DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION SHALL BE AS FOLLOWS:

1. HARDWARE OPERATION BY A FORWARD, PUSHING OR PULLING MOTION: 15 POUNDS MAX.
2. HARDWARE OPERATION BY A ROTATIONAL MOTION: 28 INCH-POUNDS MAXIMUM.

404.2.7.1 DOOR CLOSERS:

DOOR CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO AN OPEN POSITION OF 12 DEGREES SHALL BE 5 SECONDS MINIMUM.

404.2.7.2 SPRING HINGES:

DOOR SPRING HINGES SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 70 DEGREES, THE DOOR SHALL MOVE TO THE CLOSED POSITION IN 1.5 SECONDS MINIMUM MEASURE UNDER AMBIENT CONDITIONS.

404.2.8 DOOR-OPENING FORCE:

FIRE DOORS AND DOORS OR GATES REQUIRED TO BE EQUIPPED WITH PANIC HARDWARE, BREAK AWAY FEATURES OR OTHER FACTORS REQUIRING HIGHER OPENING FORCE FOR SAFETY REASONS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE IN SCOPING PROVISIONS ADOPTED BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY. FOR OTHER DOORS OR GATES, THE FORCE FOR PUSHING OR PULLING OPEN DOORS OR GATES SHALL BE AS FOLLOWS:

1. INTERIOR HINGED DOOR: 5.0 POUNDS (22.2N) MAXIMUM
2. SLIDING OR FOLDING DOOR: 5.0 POUNDS (22.2 N) MAXIMUM

EXCEPTION: THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION SHALL NOT APPLY TO PANIC HARDWARE, DELAYED EGRESS DEVICES OR FIRE-RATED HARDWARE

DOORS AND DOORWAYS
1/4" = 1'-0"

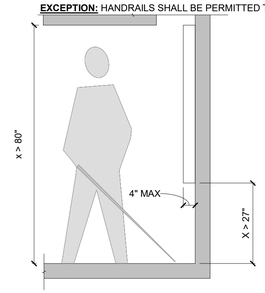
PROTRUDING OBJECTS

307.1 PROTRUDING OBJECTS - PROTRUDING OBJECTS ON CIRCULATION PATHS SHALL COMPLY WITH SECTION 307.

307.2 PROTRUSION LIMITS

OBJECTS WITH LEADING EDGES MORE THAN 27 INCHES AND NOT MORE THAN 80 INCHES ABOVE THE FLOOR SHALL PROTRUDE 4 INCHES MAXIMUM HORIZONTALLY INTO THE CIRCULATION PATH.

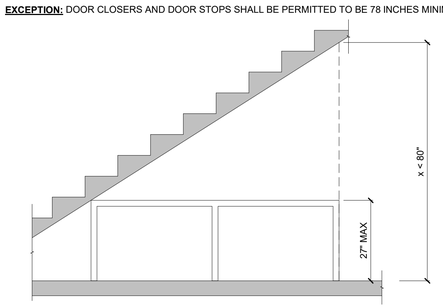
EXCEPTION: HANDRAILS SHALL BE PERMITTED TO PROTRUDE 4 1/2 INCHES MAXIMUM



307.4 VERTICAL CLEARANCE

VERTICAL CLEARANCE SHALL BE 80 INCHES MINIMUM. RAILS OR OTHER BARRIERS SHALL BE PROVIDED WHERE THE VERTICAL CLEARANCE IS LESS THAN 80 INCHES. THE LEADING EDGE OF SUCH RAILS OR BARRIER SHALL BE LOCATED 27 INCHES MAXIMUM ABOVE THE FLOOR.

EXCEPTION: DOOR CLOSERS AND DOOR STOPS SHALL BE PERMITTED TO BE 78 INCHES MINIMUM ABOVE THE FLOOR.



307.4 REQUIRED CLEAR WIDTH

PROTRUDING OBJECTS SHALL NOT REDUCE THE CLEAR WIDTH REQUIRED FOR ACCESSIBLE ROUTES

PROTRUDING OBJECTS
1/2" = 1'-0"

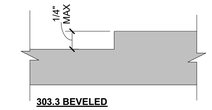
ACCESSIBLE ROUTES

403.1 FLOOR SURFACES - SHALL COMPLY WITH SECTION 302.

302.3 OPENINGS IN FLOOR SURFACES SHALL BE A SIZE THAT DOES NOT PERMIT THE PASSAGE OF A 1/2 INCH DIAMETER SPHERE, EXCEPT AS ALLOWED IN SECTIONS 407.4.3, 408.4.3, 409.4.3, 410.4, AND 805.10 OF ANSI A117.1. ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL.

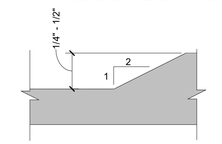
303.2 VERTICAL

CHANGES IN LEVEL OF 1/4 INCH MAXIMUM IN HEIGHT SHALL BE PERMITTED TO BE VERTICAL.



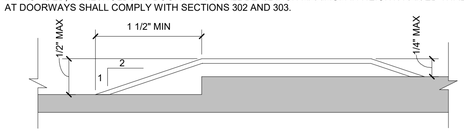
303.3 BEVELED

CHANGES IN LEVEL GREATER THAN 1/4 INCH IN HEIGHT AND NOT MORE THAN 1/2 INCH MAX IN HEIGHT SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.



404.2.4 THRESHOLDS

IF PROVIDED, THRESHOLDS AT DOORWAYS SHALL BE 1/2 INCH MAXIMUM IN HEIGHT. RAISED THRESHOLDS AND CHANGES IN LEVEL AT DOORWAYS SHALL COMPLY WITH SECTIONS 302 AND 303.



403.3 SLOPE

THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF A WALKING SURFACE SHALL NOT BE STEEPER THAN 1:48.

403.5 CLEAR WIDTH

THE CLEAR WIDTH OF AN ACCESSIBLE ROUTE SHALL BE 36 INCHES MINIMUM.

EXCEPTION: THE CLEAR WIDTH SHALL BE PERMITTED TO BE REDUCED TO 32 INCHES MINIMUM FOR A LENGTH OF 24 INCHES MAXIMUM PROVIDED THE REDUCED WIDTH SEGMENTS ARE SEPARATED BY SEGMENTS THAT ARE 48 INCHES MINIMUM IN LENGTH AND 36 INCHES MINIMUM IN WIDTH.

ACCESSIBLE ROUTES
12" = 1'-0"

GENERAL NOTES:

1. THE ACCESSIBILITY STANDARDS LISTED ON THIS SHEET ARE IN ACCORDANCE WITH ANSI 2017 ICC A117.1. ALL APPLICABLE REQUIREMENTS OF ANSI SHALL BE MET, EVEN IF NOT LISTED IN THESE DRAWINGS.
2. THE GC IS RESPONSIBLE FOR VERIFYING AND PROVIDING THE MINIMUM CRITERIA LISTED ON THIS SHEET FOR ALL ACCESSIBLE SPACES IDENTIFIED IN THE PROJECT. CONTACT THE ARCHITECT TO ADVISE ON ANY CONFLICTING DIMENSIONS NOTED ELSEWHERE ON THE DRAWINGS, OR FOR CONFLICTS DURING CONSTRUCTION.

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ACCESSIBILITY STANDARDS - 2017 ANSI

Project:	2021.24
Date	10/14/21
Drawn by:	JPZ
Checked by:	PEH

A002

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CIRCA - 1998

CIRCA - 1986

CIRCA - 2010 - CURRENT CONDITION

2 VIEWS OF EXISTING BUILDING RENOVATIONS
N.T.S.

1 VIEW OF PROPOSED BUILDING FROM GREGORY PLAZA
N.T.S.

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

PROJECT OVERVIEW

Project: 2021.24
Date 10/14/21
Drawn by: JPZ
Checked by: PEH

A003

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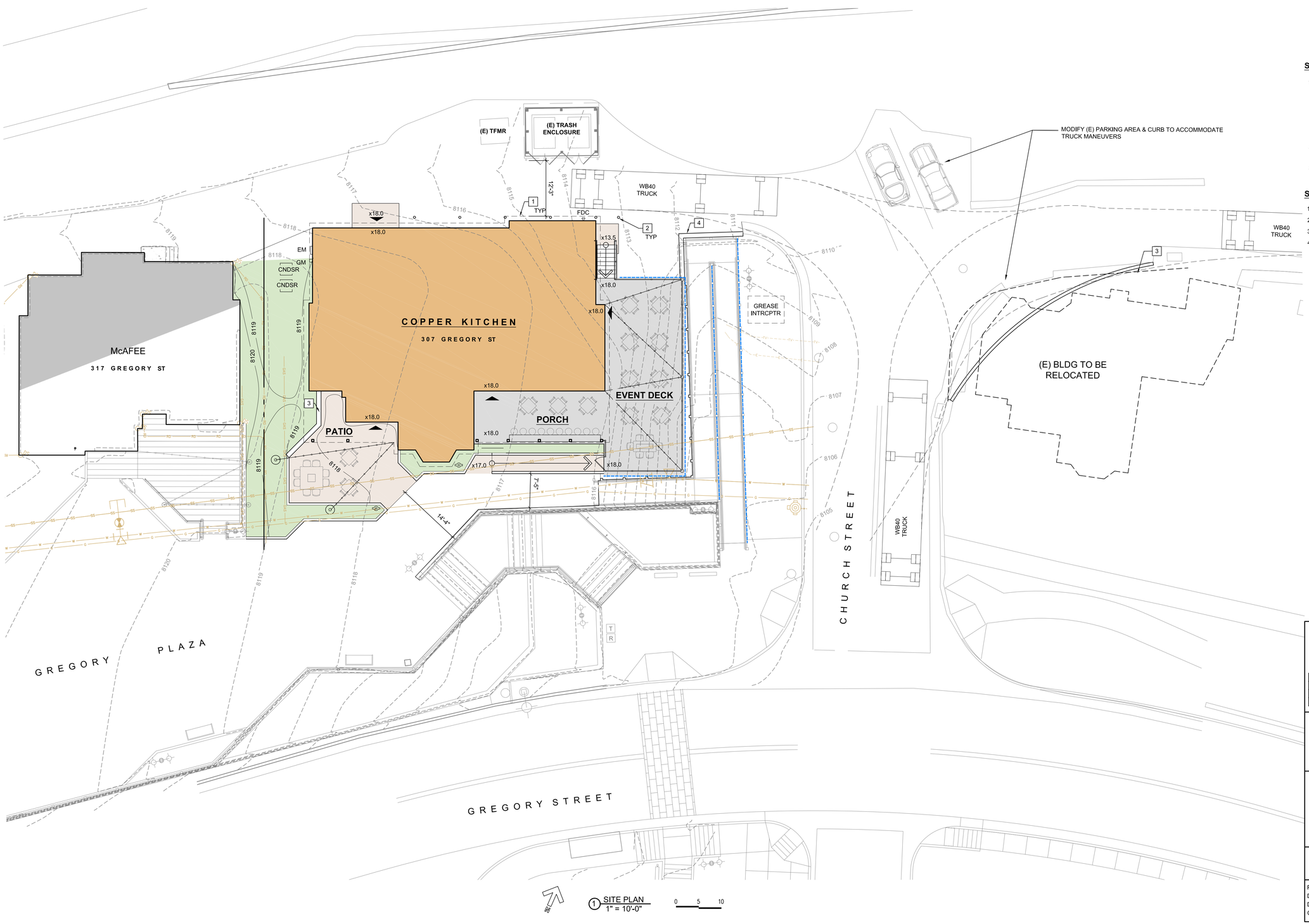

1 SITE PLAN
1" = 10'-0"

0 5 10

SITE PLAN LEGEND:

- = (N) LANDSCAPE AREA
- = (N) PAVER/ CONC SURFACE
- = (N) COMPOSITE DECKING
- = (N) CORTEN PANEL SCREEN
- = (N) CATENARY LIGHT POLE
- x00.0 = SPOT ELEVATION
- = ENTRY/ EXIT

SITE PLAN GENERAL NOTES:

1. SITE PLANS WERE CREATED FROM THE "GREGORY STREET PLAZA" DRAWING SET, DATED 12/13/19, CREATED BY PEH ARCHITECTS. GRADING AND UTILITY INFORMATION IS BASED ON UTILITY AND GRADING PLANS CONTAINED WITH THE GREGORY STREET PLAZA SET, WHICH WERE PRODUCED BY BASELINE ENGINEERING CORP. GC IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS, AND INFORMING THE ARCHITECT OF ANY DEVIATIONS THAT ADVERSELY AFFECT THE DESIGN INTENT OF THE DRAWINGS.
2. RE:CIVIL FOR ADDITIONAL GRADING AND SITE INFO. GC IS ULTIMATELY RESPONSIBLE FOR VERIFYING (E) GRADE CONDITIONS AND MEETING INTENT OF CIVIL DRAWINGS.
3. SEE A200 FOR MORE INFORMATION ON SEATING.

SITE PLAN KEYNOTES: X

1 ROOF ABOVE
2 (N) CONC BOLLARD
3 (N) RETAINING WALL
4 (E) RETAINING WALL, TO REMAIN

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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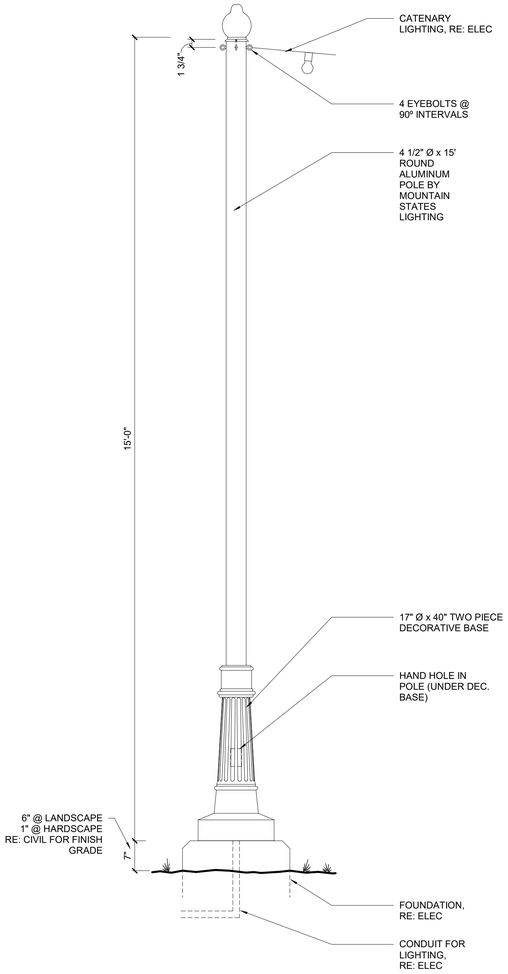
307 GREGORY ST. BLACK HAWK, CO

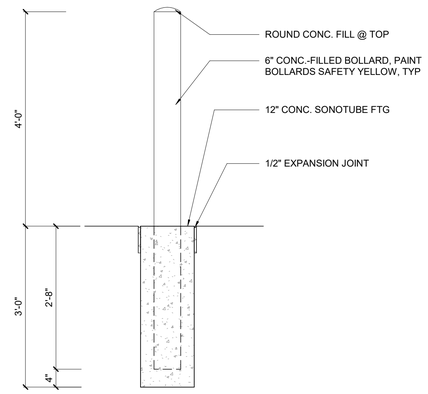
SITE PLAN

Project:	2021.24
Date	10/14/21
Drawn by:	JPZ
Checked by:	PEH

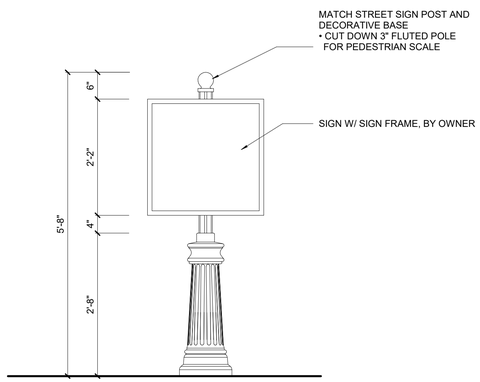
A100



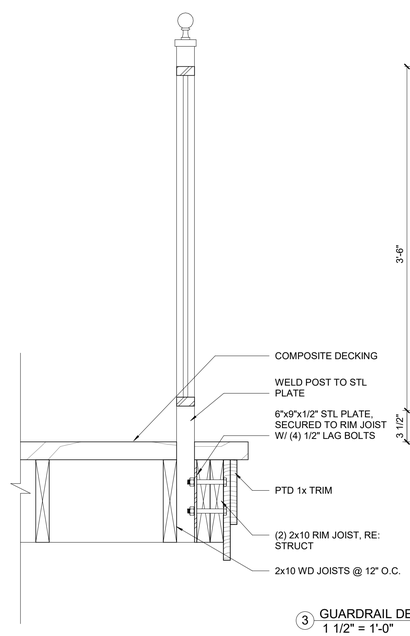
5 CATENARY LIGHT POST
3/4" = 1'-0"

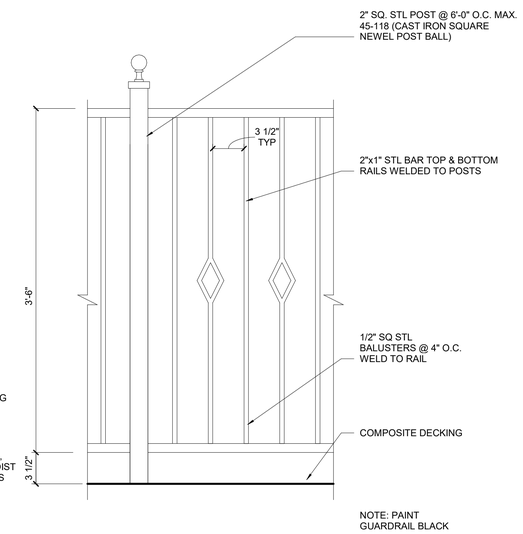


2 CONC BOLLARD
3/4" = 1'-0"

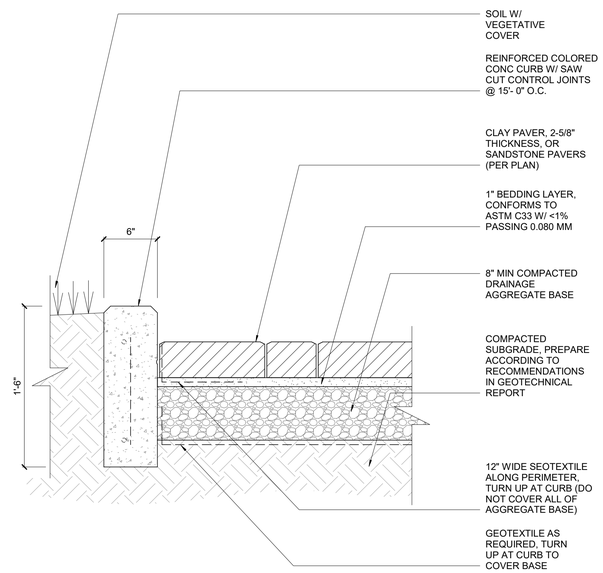


4 LIGHT POST
3/4" = 1'-0"





3 GUARDRAIL DETAIL
1 1/2" = 1'-0"



1 PATIO SURFACE AND EDGE
1 1/2" = 1'-0"

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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1720 14th Street Suite 100
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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

SITE DETAILS

Project:	2021.24
Date	10/14/21
Drawn by:	NAB
Checked by:	PEH

A101

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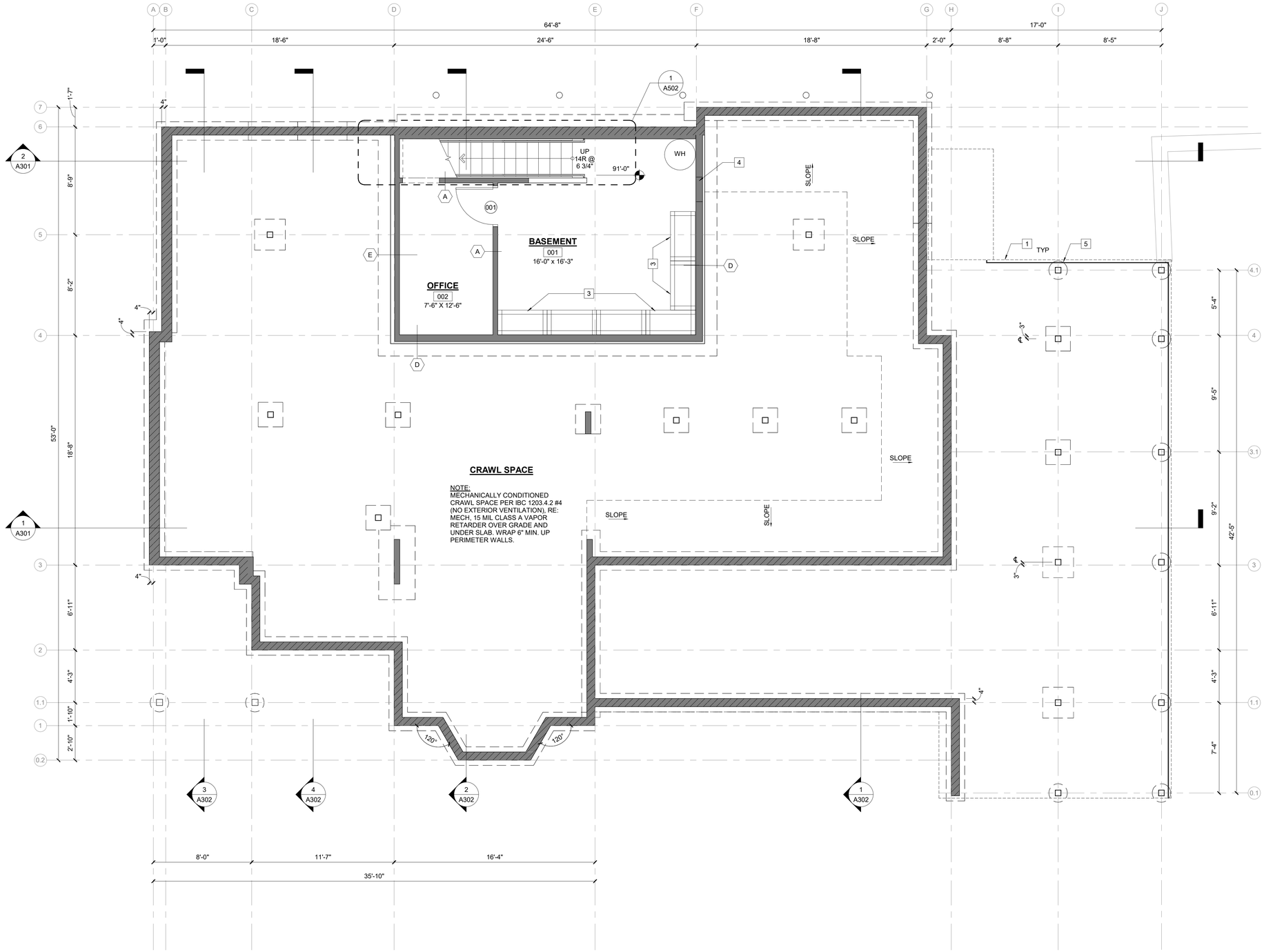

1 BASEMENT/ FOUNDATION PLAN
1/4" = 1'-0"

0' 2' 4'

BASEMENT PLAN GENERAL NOTES:

1. DIMENSIONS ARE TO FACE OF CONC/CENTERLINE OF POSTS, U.N.O.

BASEMENT PLAN LEGEND

= (N) FDN WALL, RE: STRUCT

= (N) FDN FOOTING, RE: STRUCT

BASEMENT PLAN KEYNOTES

X

1 DECK/ FLOOR ABOVE
2 FTNG BELOW, RE: STRUCT
3 STORAGE RACKS, BY OWNER
4 24x24 CRAWL SPACE ACCESS, RE: X/AXXX
5 CORTEN SCREEN WALL, RE: X/AXXX

INTERIOR PARTITION SCHEDULE

A NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x4 FRAMING @ 16" O.C. O/ 5/8" TYPE "X" GWB

B NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS @ RESTROOM WALLS O/ 5/8" TYPE "X" GWB

C LOAD-BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS @ RESTROOM WALLS O/ 5/8" TYPE "X" GWB

D LOAD-BEARING; 5/8" TYPE "X" GWB O/ 2x4 FRAMING @ 16" O.C. O/ 1/2" SHEATHING. CONSTRUCT O/ 8" CONC FNDN WALL, RE: STRUCT

E NON-LOAD BEARING; 1/2" SHEATHING O/ 2x4 FRAMING @ 16" O.C. O/ 5/8" TYPE "X" GWB. CONSTRUCT ON 8" CONC FNDN WALL O/ FNDN/ THICKENED EDGE SLABS, RE: STRUCT

F NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS FURRING O/ EXTERIOR WALL FRAMING

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
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Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

BASEMENT/ FOUNDATION PLAN

Project:	2021.24
Date	10/14/21
Drawn by:	NAB
Checked by:	PEH

A200

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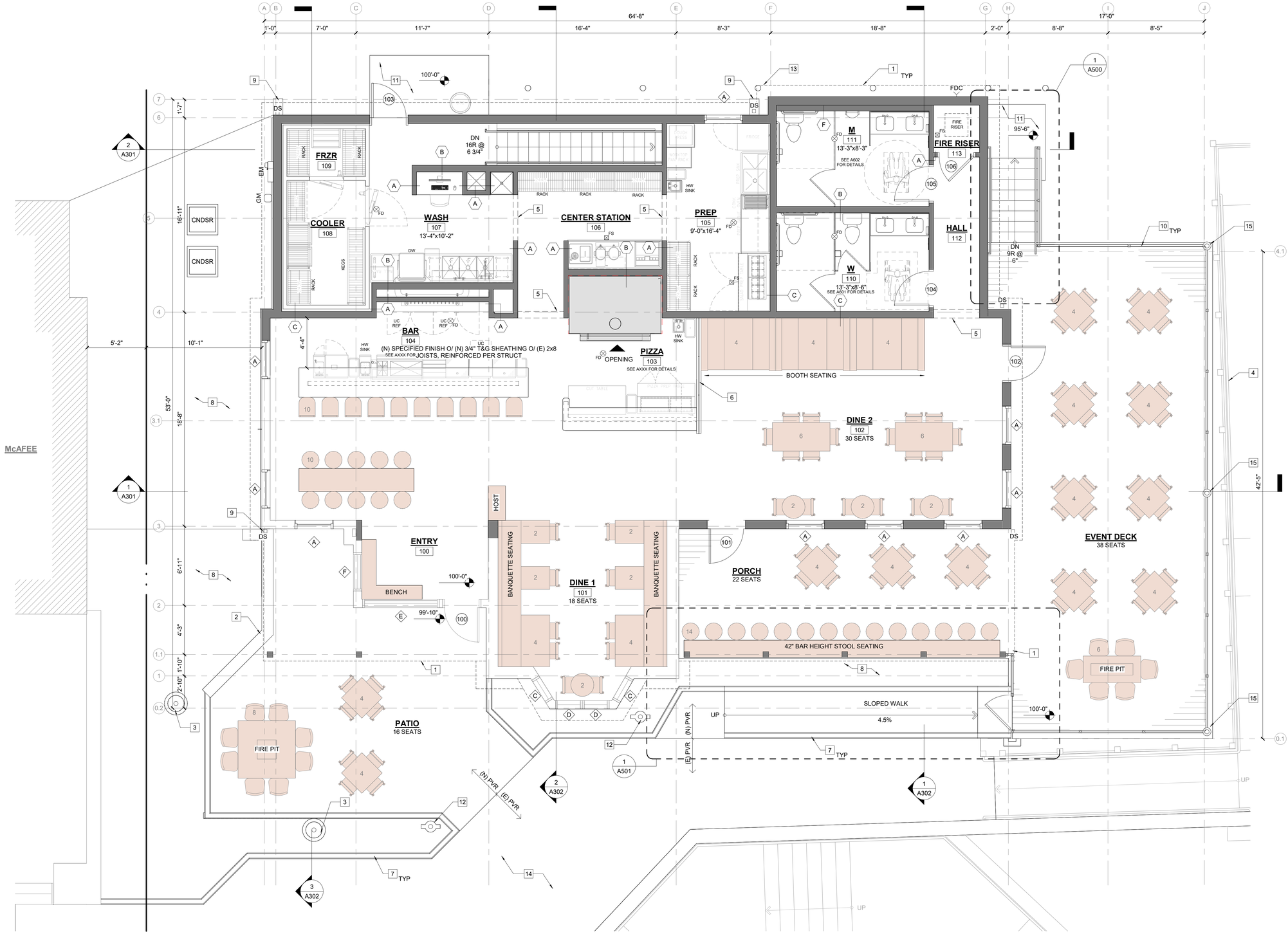

1 FIRST FLOOR PLAN
1/4" = 1'-0"

0' 2' 4'

FLOOR PLAN GENERAL NOTES

1. DIMENSIONS ARE TO FACE OF FRAMING, U.N.O.
2. REFER TO A800 & A801 FOR DOOR AND WINDOW INFORMATION, SCHEDULED DOORS AND WINDOWS ARE TAGGED ON THE PLAN W/ (100) AND (A), RESPECTIVELY.

FLOOR PLAN LEGEND

= (E) WALL

= (N) WALL

FLOOR PLAN KEYNOTES

X

1 ROOF ABOVE
2 (N) RETAINING WALL, RE: X/AXXX
3 (N) CATENARY POLE, RE: 5/A101
4 (E) RAMP TO REMAIN
5 7'-6" HT CASED OPENING
6 GLASS BARRIER O/ HALF HT WALL, RE: X/AXXX
7 CONC CURB, RE: 1/A101
8 (N) LANDSCAPE AREA, RE: LANDSCAPE
9 (N) CONC SPLASHBLOCK
10 (N) GUARDRAIL, RE:3/A101
11 (N) 5" CONC SLAB
12 (N) SIGN BOLLARD, RE: 4/AA101
13 (N) CONC BOLLARD, RE: 2/A101
14 REPLACE (E) PAVERS AS REQUIRED, RE: 1/A101 FOR TYPICAL PAVER DETAIL
15 (N) CATENARY POLE INTEGRATED INTO RAILING, RE: X/AXXX

INTERIOR PARTITION SCHEDULE

A NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x4 FRAMING @ 16" O.C. O/ 5/8" TYPE "X" GWB
B NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS @ RESTROOM WALLS O/ 5/8" TYPE "X" GWB
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No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

FIRST FLOOR PLAN

Project: 2021.24
Date 10/14/21
Drawn by: NAB
Checked by: PEH

A201

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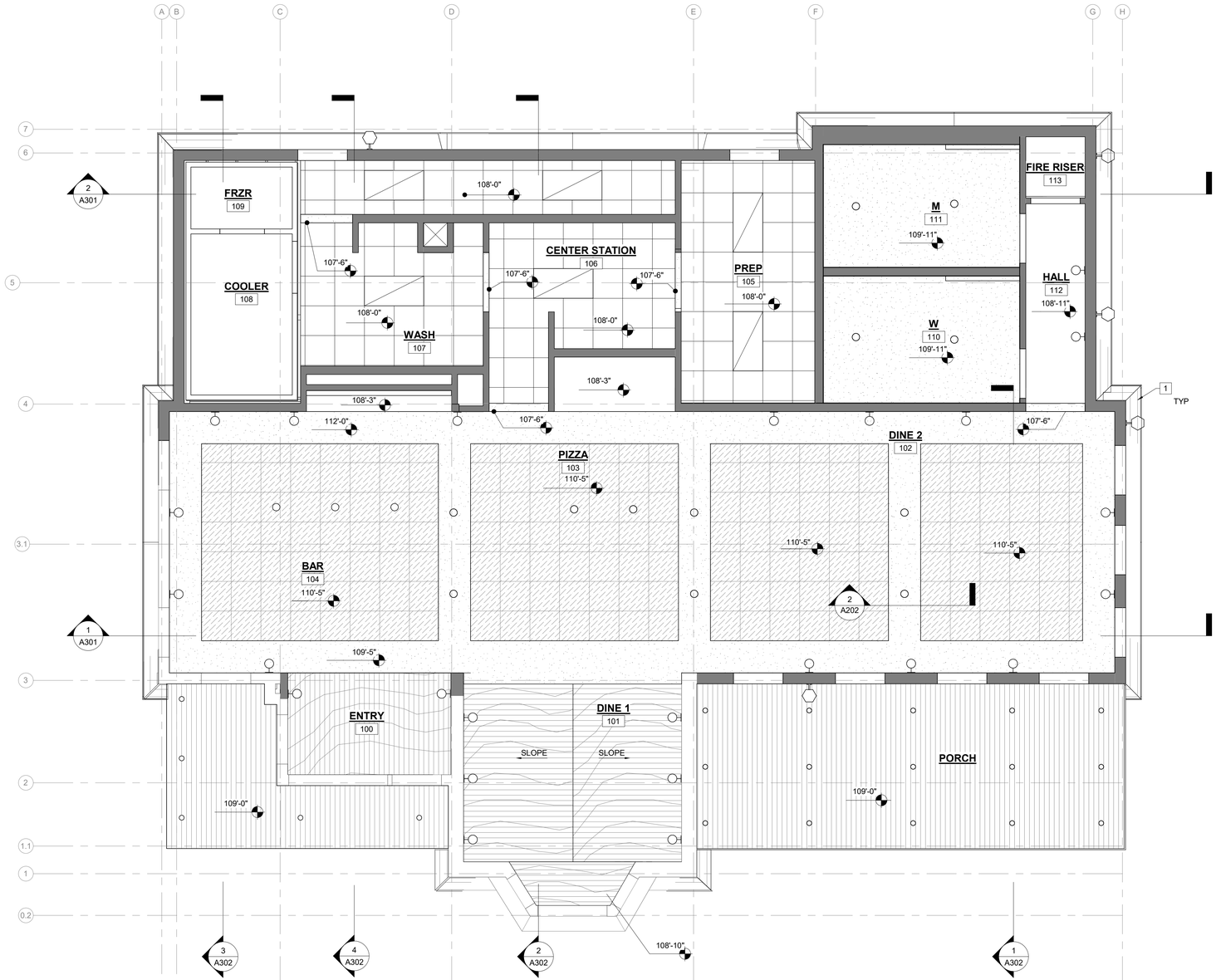


REFLECTED CEILING PLAN GENERAL NOTES

1. REFER TO MECH & ELEC FOR ADD'L MECHANICAL & LIGHTING INFO
2. SPRINKLER HEADS SHOULD BE CONCEALED/ FLUSH TO THE CEILING HEAD AS MUCH AS POSSIBLE. ALL VISIBLE SPRINKLER HEADS SHOULD BE FINISHED TO MATCH ADJACENT CEILING MATERIAL COLORS.

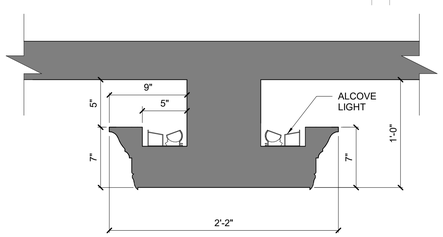
REFLECTED CEILING PLAN LEGEND

- = (N) GWB CLNG
- = (N) STAINED BEADBOARD PLANKS
- = (N) PNTD BEADBOARD PLANKS
- = (N) 2x2 T-GRID CLNG
- = (N) DECORATIVE CLG TILES
- = RECESSED CAN LIGHT, RE: ELEC
- = 2x4 LIGHT FIXTURE, RE: ELEC
- = LINEAR LIGHT FIXTURE, RE: ELEC
- = SCONCE LIGHT FIXTURE, RE: ELEC
- = DECORATIVE EXTERIOR SCONCE LIGHT FIXTURE, RE: ELEC
- = PENDANT LIGHT FIXTURE, RE: ELEC

REFLECTED CEILING PLAN KEYNOTES

X

1 5/8"x6" T&G SOFFIT BOARD



2 TYPICAL SOFFIT DETAIL
1 1/2" = 1'-0"

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

0' 2' 4'

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

FIRST FLOOR REFLECTED CEILING PLAN

Project: 2021.24
Date 10/14/21
Drawn by: NAB
Checked by: PEH

A202

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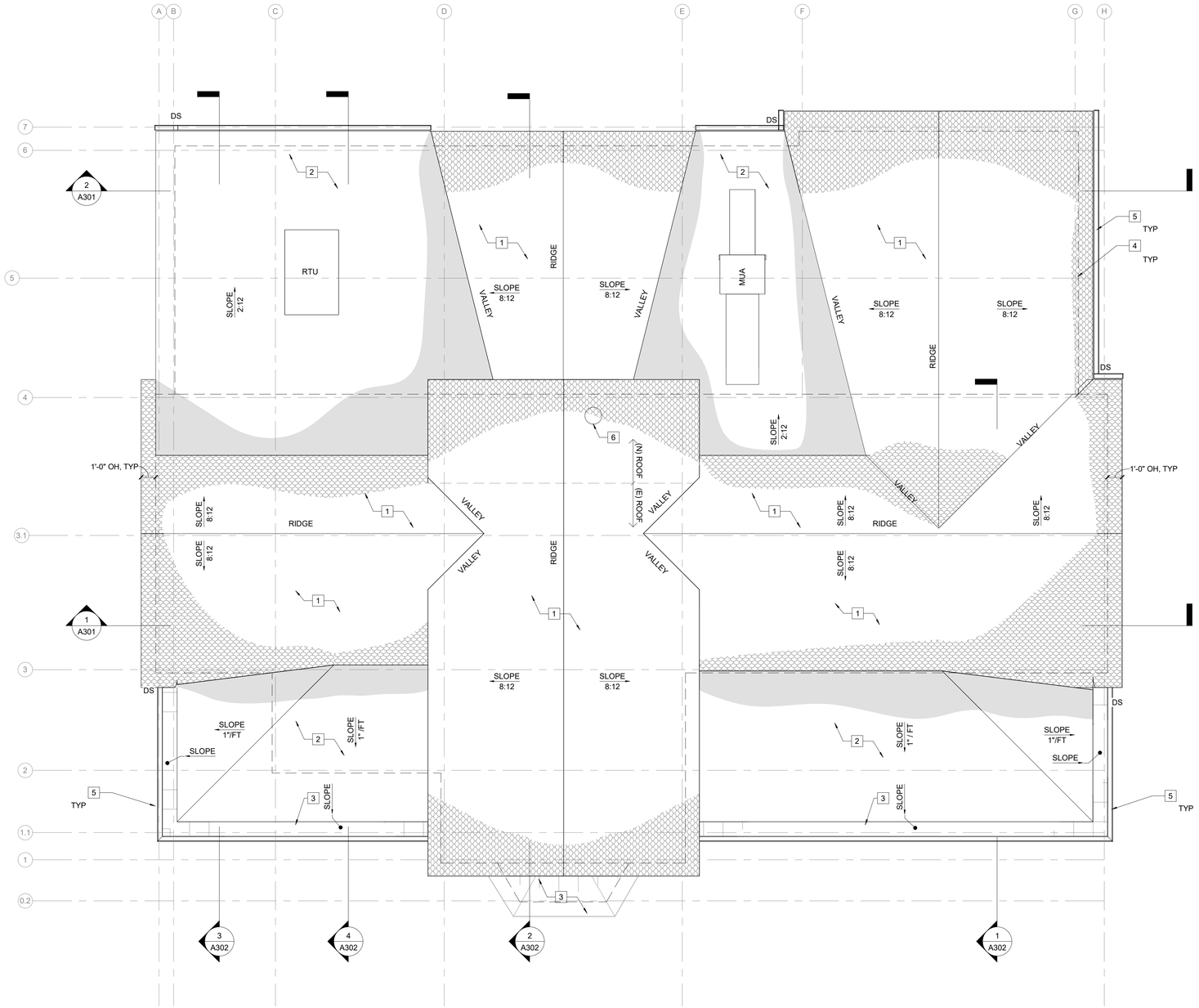

ROOF PLAN LEGEND

DS = ROUND DOWNSPOUT

GUTTER = HALF ROUND GUTTER

ROOF PLAN KEYNOTES

X

1 (N) SHINGLE ROOF
2 (N) MEMBRANE ROOF
3 (N) COPPER ROOF
4 WALL BELOW
5 (N) GUTTER
6 PIZZA OVEN VENT

1 ROOF PLAN
1/4" = 1'-0"

0' 2' 4'

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ROOF PLAN

Project: 2021.24
Date 10/14/21
Drawn by: NAB
Checked by: PEH

A203

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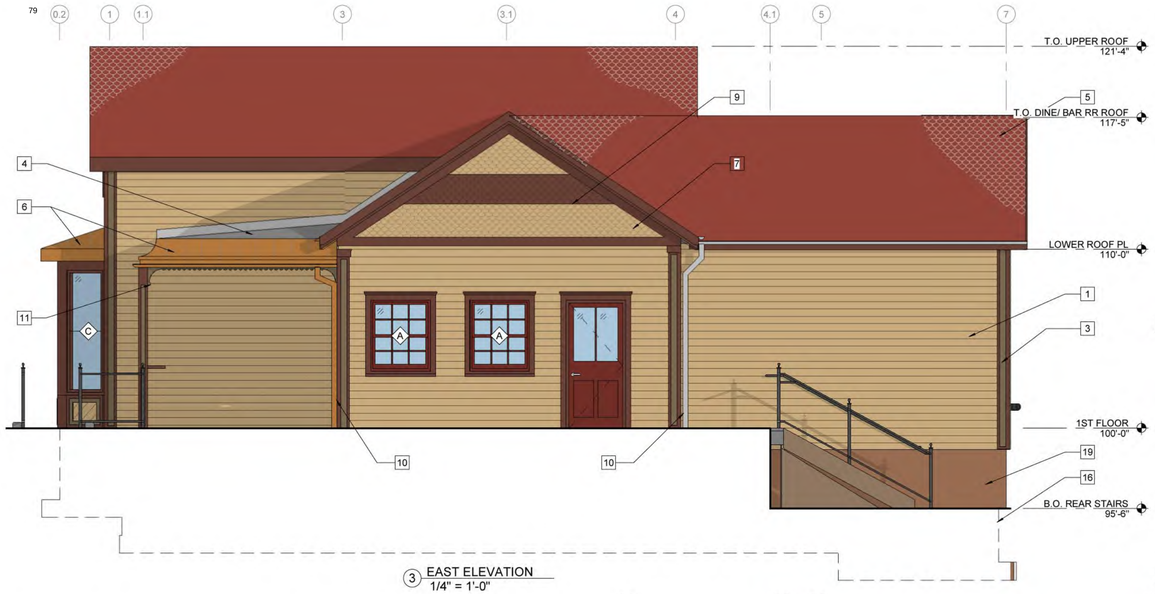
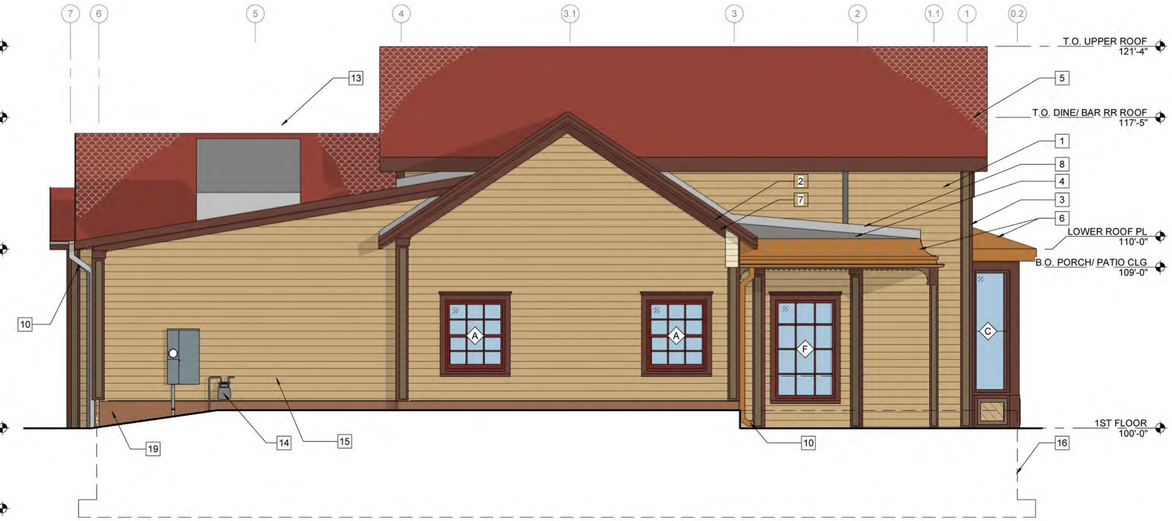
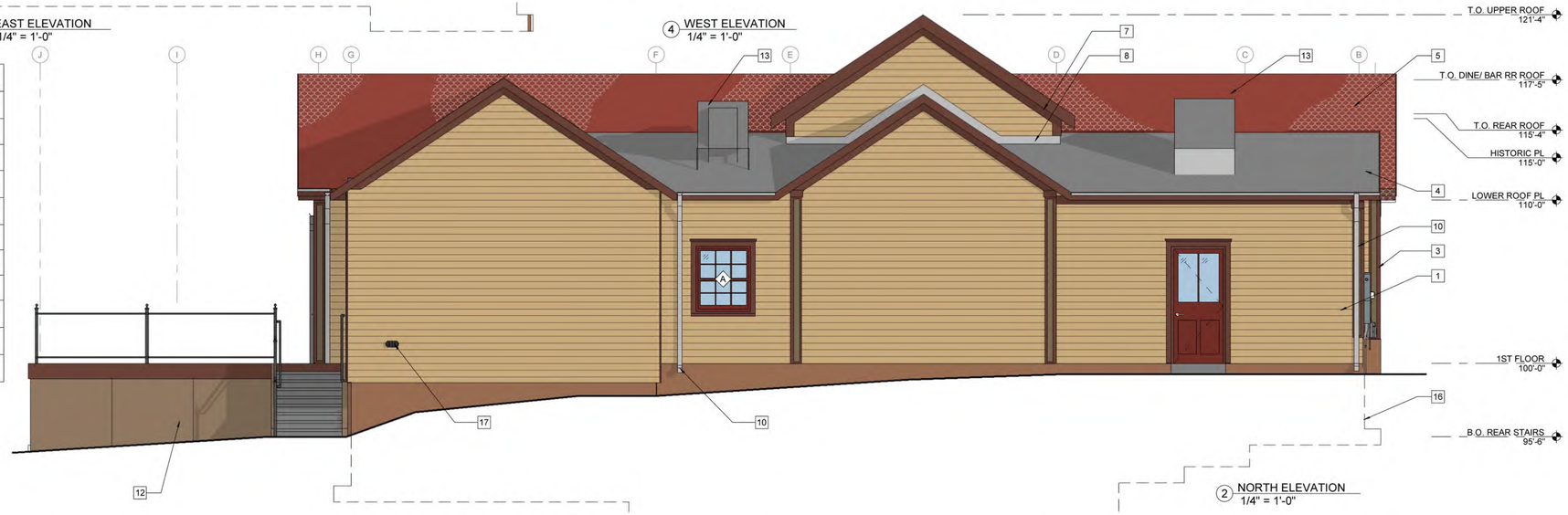


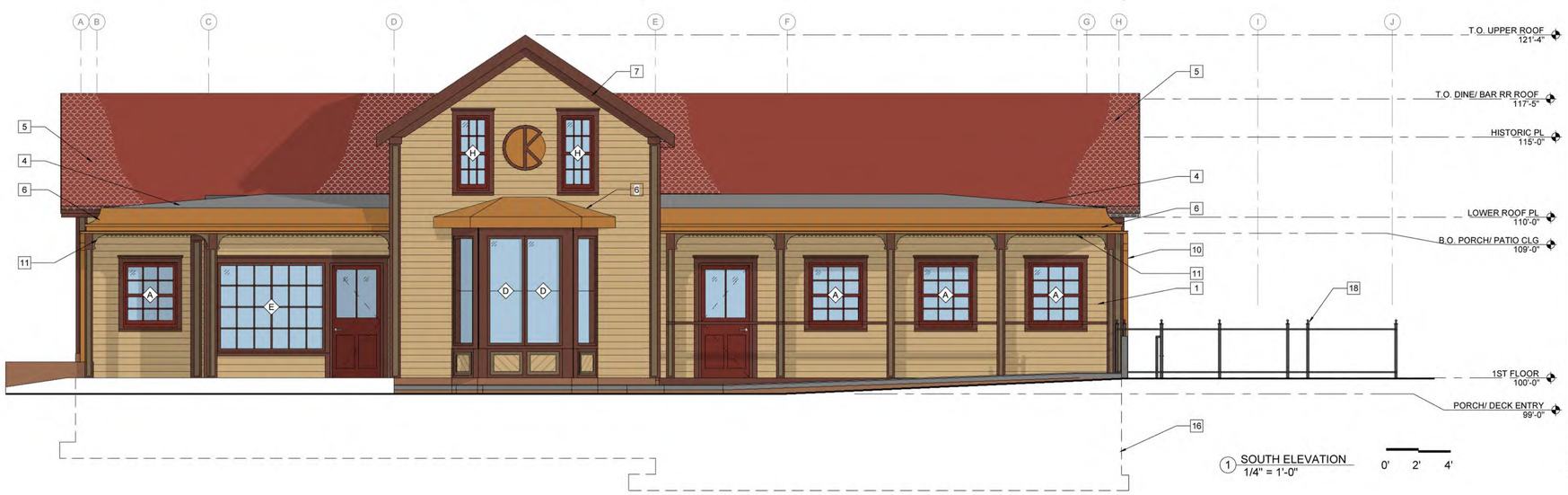
3 EAST ELEVATION
1/4" = 1'-0"



4 WEST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"



1 SOUTH ELEVATION
1/4" = 1'-0"

0' 2' 4'

EXTERIOR FINISH CHART

COLOR	CS#	TYPE	MRF	FINISH
	03 30 00	CONC	DAVIS COLORS	BAJA RED
	07 31 13	ASPHALT SHINGLES	OWENS CORNING	GEORGIAN BRICK
	07 41 43	COPPER ROOF & GUTTER	--	--
	07 42 13	METAL PANELS	CORTEN	A606-4
	07 53 23	EPDM	JOHN MANVILLE	JM EPDM 60
	08 52 30	WINDOW/ DOOR FRAMES	MARVIN WINDOWS	WINEBERRY
	09 91 13	PAINT - GUARDRAIL/ HANDRAIL	SHERWIN WILLIAMS	TRICORN BLACK
	09 91 13	PAINT - FIELD SIDING	SHERWIN WILLIAMS	DOWNING STRAW
	09 91 13	PAINT - TRIM	SHERWIN WILLIAMS	AURORA BROWN
	09 91 13	PAINT - ACCENT	SHERWIN WILLIAMS	ROYCRAFT BRASS

BUILDING SECTION KEYNOTES

X

1 HORIZONTAL LAP SIDING W/ 5" REVEAL
2 7/8" x 6" FASCIA (PLOWED) O/ 2x4 SUBFASCIA
3 7/8" DECORATIVE CORNER BOARD
4 MEMBRANE ROOF
5 ASPHALT SHINGLES
6 COPPER ROOFING
7 7/8" x 6" FRIEZE
8 PREFINISHED 24 GA FLASHING
9 DECORATIVE WD SHAKES
10 DOWNSPOUT
11 DECORATIVE SCROLLWORK
12 CORTEN PANEL SCREEN
13 MECH EQUIPMENT, RE: MECH
14 GAS METER, RE: ELEC
15 ELEC METER, RE: ELEC
16 WALL BELOW GRADE
17 FDC
18 STL GUARDRAIL, RE: X/AXX
19 EXPOSED CONC FNDN WALL

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ELEVATIONS

Project: 2021.24
Date 10/14/21
Drawn by: NAB
Checked by: PEH

A300

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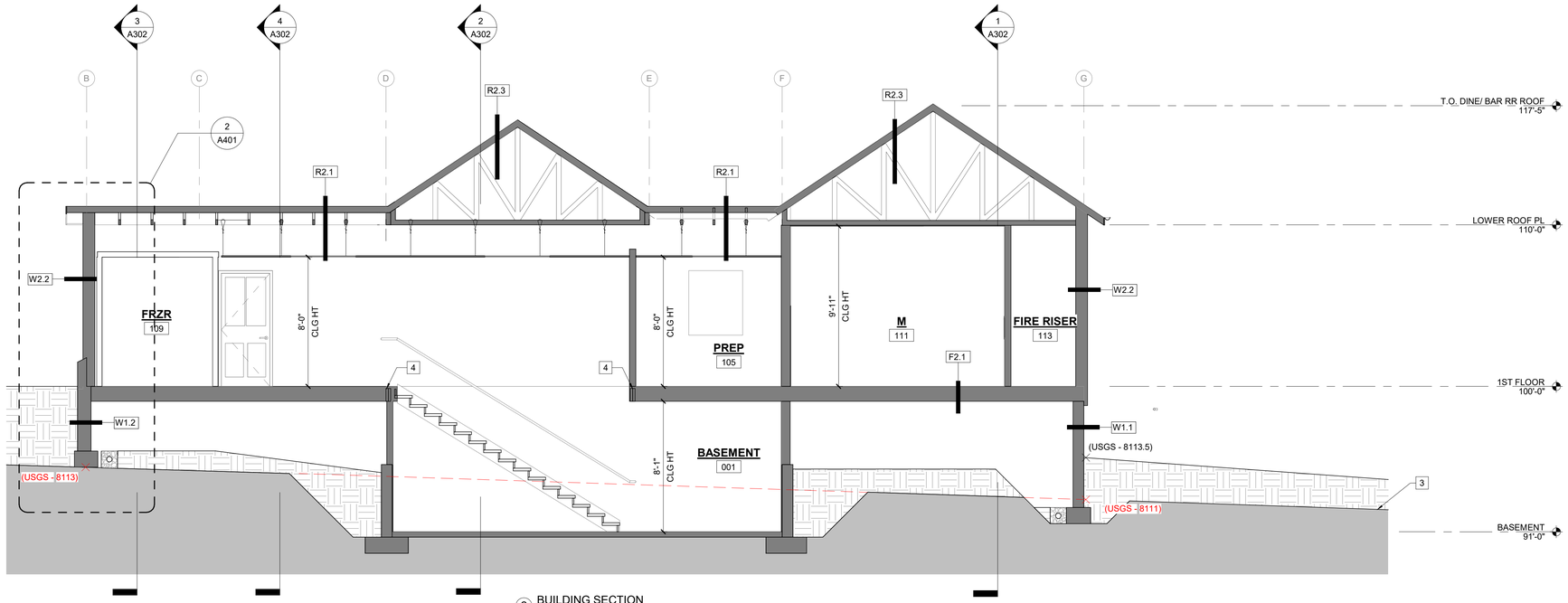
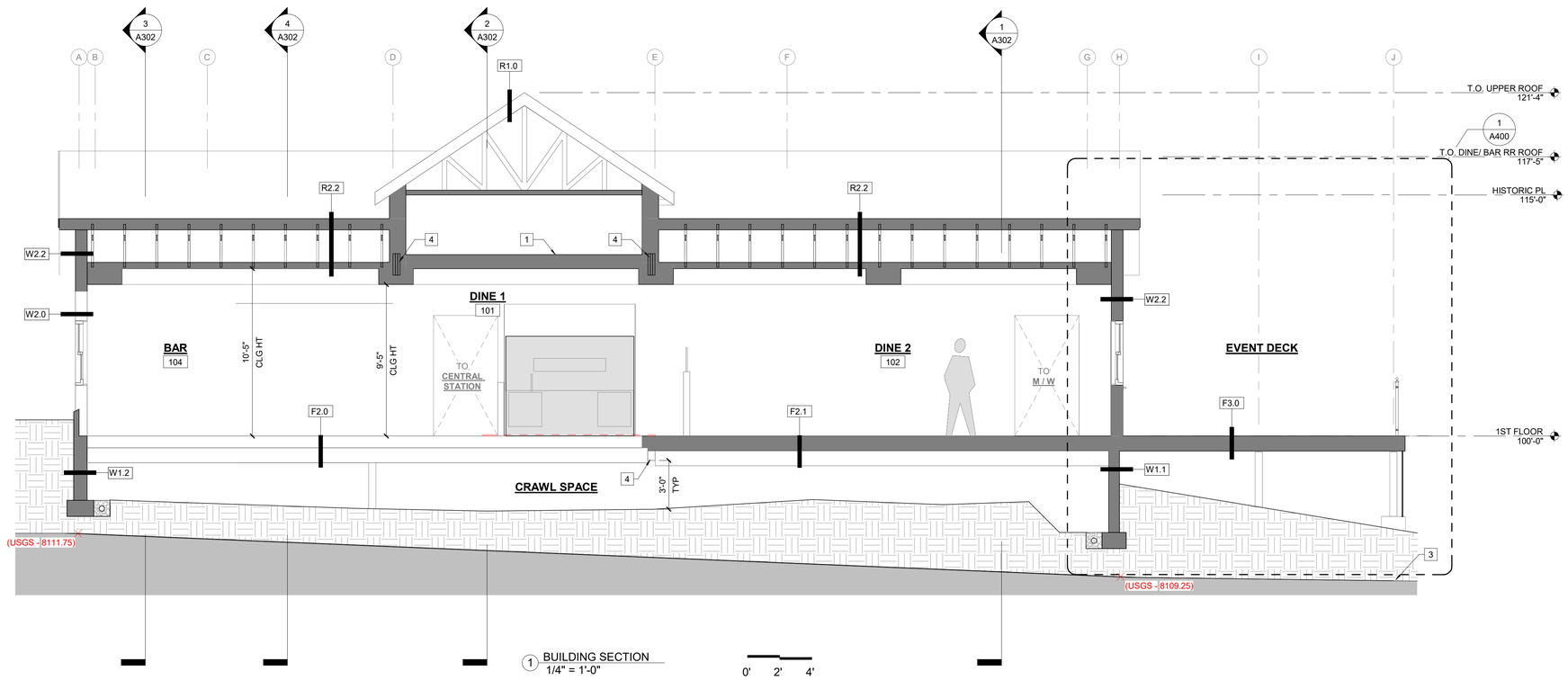


2 BUILDING SECTION
1/4" = 1'-0"



1 BUILDING SECTION
1/4" = 1'-0"

0' 2' 4'

BUILDING SECTION GENERAL NOTES

1. PROVIDE CAVITY INSULATION BTWN FLOOR FRAMING ABOVE FOUNDATION WALLS AROUND THE PERIMETER OF BUILDING.
2. BEDROCK INFORMATION IS BASED ON "COPPER KITCHEN BEDROCK" EXHIBIT, SENT FROM THE CITY OF BLACKHAWK ON 1/27/2023.
3. REFER TO STRUCTURAL FOR ADDITIONAL INFORMATION ON FRAMING, SHEATHING & BEAMS.

CONSTRUCTION TYPES

FLOOR/ DECK CONSTRUCTION

F1.0 (N) CONC SLAB O/ 6 MIL VAPOR BARRIER O/ 2" LAYER SAND O/ 4" BASE COURSE GRAVEL OR CRUSHED STONE

F2.0 (N) SPECIFIED FINISH O/ (N) 3/4" T&G SHEATHING O/ (E) 2x8 JOISTS, REINFORCED PER STRUCT

F2.1 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 9-1/2" TJI'S @ 16" O.C.

F2.2 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 2x8 WD JOISTS @ 16" O.C.

F3.0 (N) SPECIFIED COMPOSITE DECKING O/ 2x10 WD JOISTS @ 12" O.C.

WALL CONSTRUCTION

W1.1 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 8" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W1.2 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 10" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W2.0 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (E) 2x6 FRAMING W/ SPECIFIED CAVITY ISULATION O/ 6 MIL VAPOR BARRIER O/ (N) 5/8" TYPE "X" GWB

W2.1 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (E) 2x6 WD STUD FRAMING W/ SPECIFIED CAVITY ISULATION O/ (E) 2x4 WD STUD FRAMING O/ (N) 5/8" TYPE "X" GWB

W2.2 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (N) 2x6 WD STUD FRAMING @ 16" O.C. W/ SPECIFIED CAVITY INSULATION O/ (N) 6 MIL VAPOR BARRIER O/ 5/8" TYPE "X" GWB

ROOF CONSTRUCTION

R1.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ (N) 2x4 WD TRUSSES SISTERED BETWEEN (E) 2x10 WD RAFTERS W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x10 WD RAFTERS @ 24" O.C. W/ SPECIFIED CAVITY INSULATION

R2.1 (N) SPECIFIED MEMBRANE O/ (N) SPECIFIED ROOF SHEATHING O/ (N) 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.2 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ 1/2" PLYWD SHEATHING O/ DECORATIVE PANELING

R2.3 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CLG

R2.4 (N) SPECIFIED MEMBRANE O/ SPECIFIED SHEATHING O/ RIPPED 2x SLEEPERS @ 16" O.C. O/ 2x4 WD TRUSSES @ 24" O.C. O/ SPECIFIED BEADBOARD CLG

BUILDING SECTION KEYNOTES X

1 2x10 JOISTS @ 16" O.C. O/ 1/2" PLYWD SHEATHING O/ DEC PANELS
2 5/8" TYPE "X" GWB O/ 2x4 STUDS @ 16" O.C
3 TOP OF ASSUMED BEDROCK
4 BEAM, RE: STRUCTURAL
7 24 GA G.I. FLASHING 6" UP UNDER SIDING AND BLDG PAPER
8 DUCT, RE: MECH
9 RTU, RE: MECH

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

BUILDING SECTIONS

Project: 2021.24
Date 10/14/21
Drawn by: NAB
Checked by: PEH

A301

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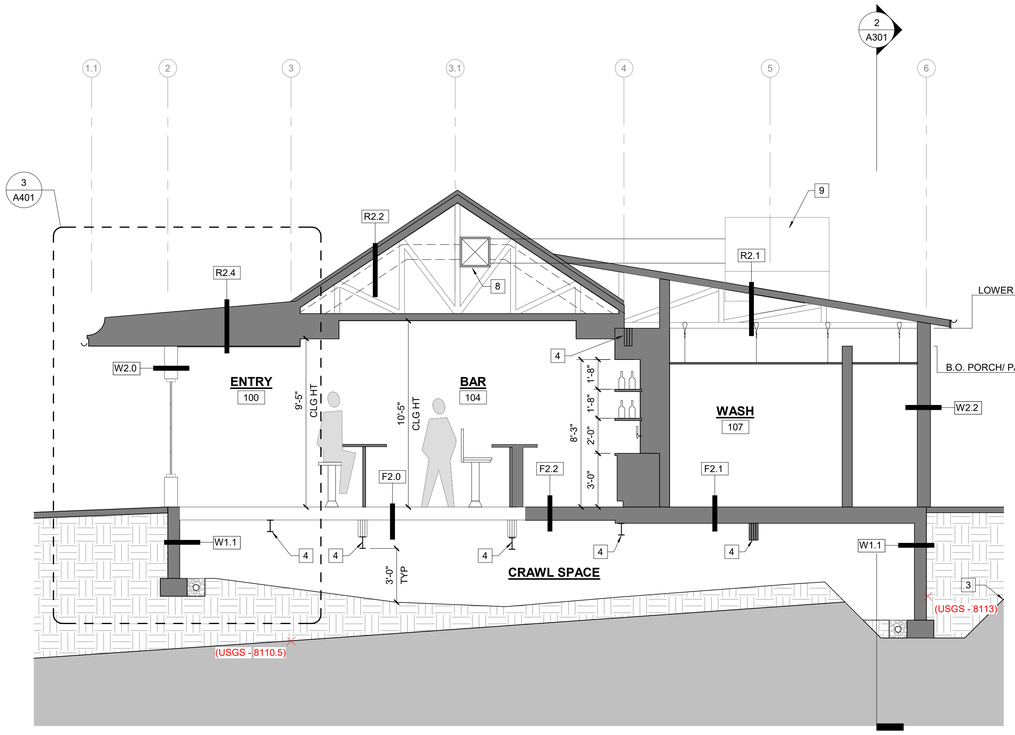
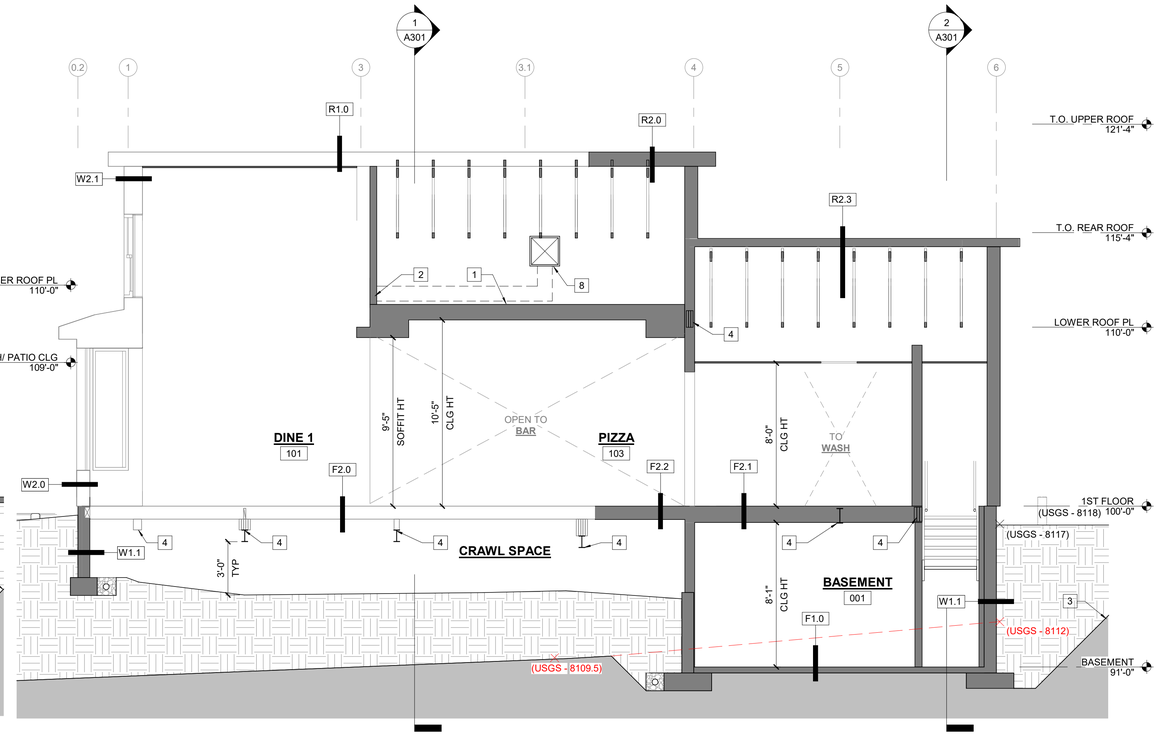
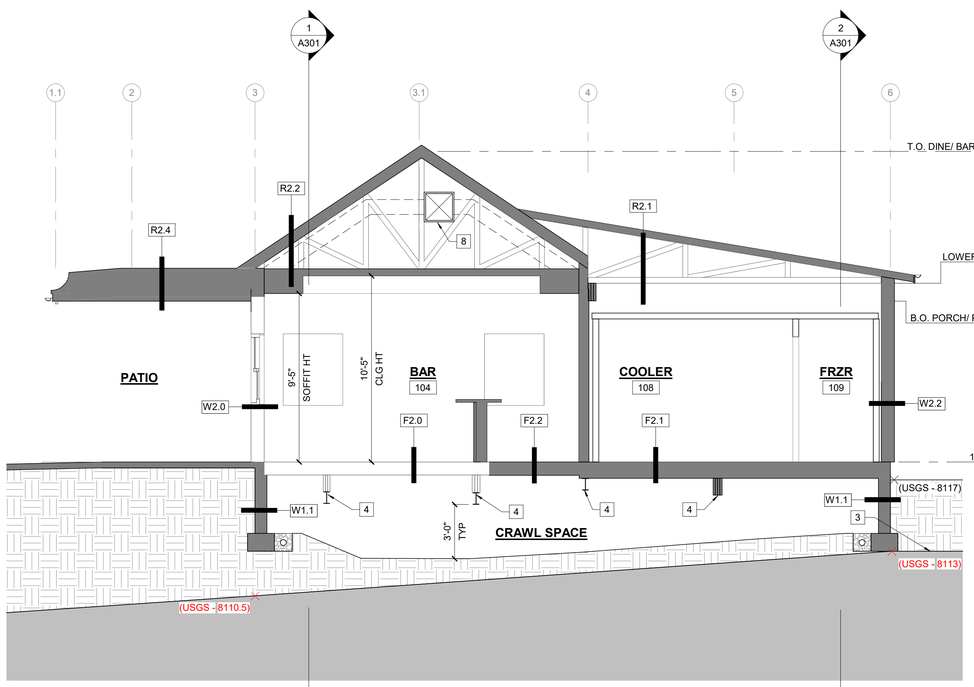


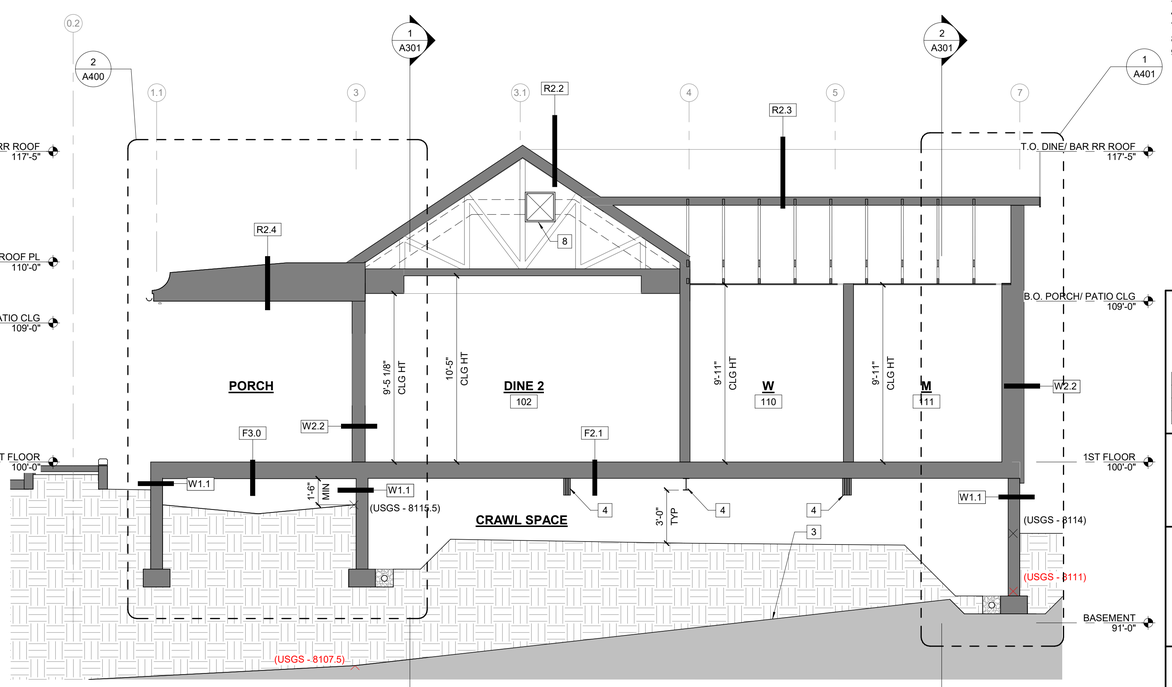
4 BUILDING SECTION
1/4" = 1'-0"



2 BUILDING SECTION
1/4" = 1'-0"



3 BUILDING SECTION
1/4" = 1'-0"



1 BUILDING SECTION
1/4" = 1'-0"

0' 2' 4'

BUILDING SECTION GENERAL NOTES

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2. BEDROCK INFORMATION IS BASED ON "COPPER KITCHEN BEDROCK" EXHIBIT, SENT FROM THE CITY OF BLACKHAWK ON 1/27/2023.
3. REFER TO STRUCTURAL FOR ADDITIONAL INFORMATION ON FRAMING, SHEATHING & BEAMS.

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F2.0 (N) SPECIFIED FINISH O/ (N) 3/4" T&G SHEATHING O/ (E) 2x8 JOISTS, REINFORCED PER STRUCT

F2.1 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 9-1/2" TJI'S @ 16" O.C.

F2.2 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 2x8 WD JOISTS @ 16" O.C.

F3.0 (N) SPECIFIED COMPOSITE DECKING O/ 2x10 WD JOISTS @ 12" O.C.

WALL CONSTRUCTION

W1.1 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 8" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W1.2 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 10" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W2.0 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (E) 2x6 FRAMING W/ SPECIFIED CAVITY ISULATION O/ 6 MIL VAPOR BARRIER O/ (N) 5/8" TYPE "X" GWB

W2.1 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (E) 2x6 WD STUD FRAMING W/ SPECIFIED CAVITY ISULATION O/ (E) 2x4 WD STUD FRAMING O/ (N) 5/8" TYPE "X" GWB

W2.2 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (N) 2x6 WD STUD FRAMING @ 16" O.C. W/ SPECIFIED CAVITY INSULATION O/ (N) 6 MIL VAPOR BARRIER O/ 5/8" TYPE "X" GWB

ROOF CONSTRUCTION

R1.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ (N) 2x4 WD TRUSSES SISTERED BETWEEN (E) 2x10 WD RAFTERS W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x10 WD RAFTERS @ 24" O.C. W/ SPECIFIED CAVITY INSULATION

R2.1 (N) SPECIFIED MEMBRANE O/ (N) SPECIFIED ROOF SHEATHING O/ (N) 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.2 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ 1/2" PLYWD SHEATHING O/ DECORATIVE PANELING

R2.3 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CLG

R2.4 (N) SPECIFIED MEMBRANE O/ SPECIFIED SHEATHING O/ RIPPED 2x SLEEPERS @ 16" O.C. O/ 2x4 WD TRUSSES @ 24" O.C. O/ SPECIFIED BEADBOARD CLG

BUILDING SECTION KEYNOTES X

1. 2x10 JOISTS @ 16" O.C. O/ 1/2" PLYWD SHEATHING O/ DEC PANELS
2. 5/8" TYPE "X" GWB O/ 2x4 STUDS @ 16" O.C
3. TOP OF ASSUMED BEDROCK
4. BEAM, RE: STRUCTURAL
7. 24 GA G.I. FLASHING 6" UP UNDER SIDING AND BLDG PAPER
8. DUCT, RE: MECH
9. RTU, RE: MECH

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

BUILDING SECTIONS

Project: 2021.24
Date 10/14/21
Drawn by: Author
Checked by: Checker

A302

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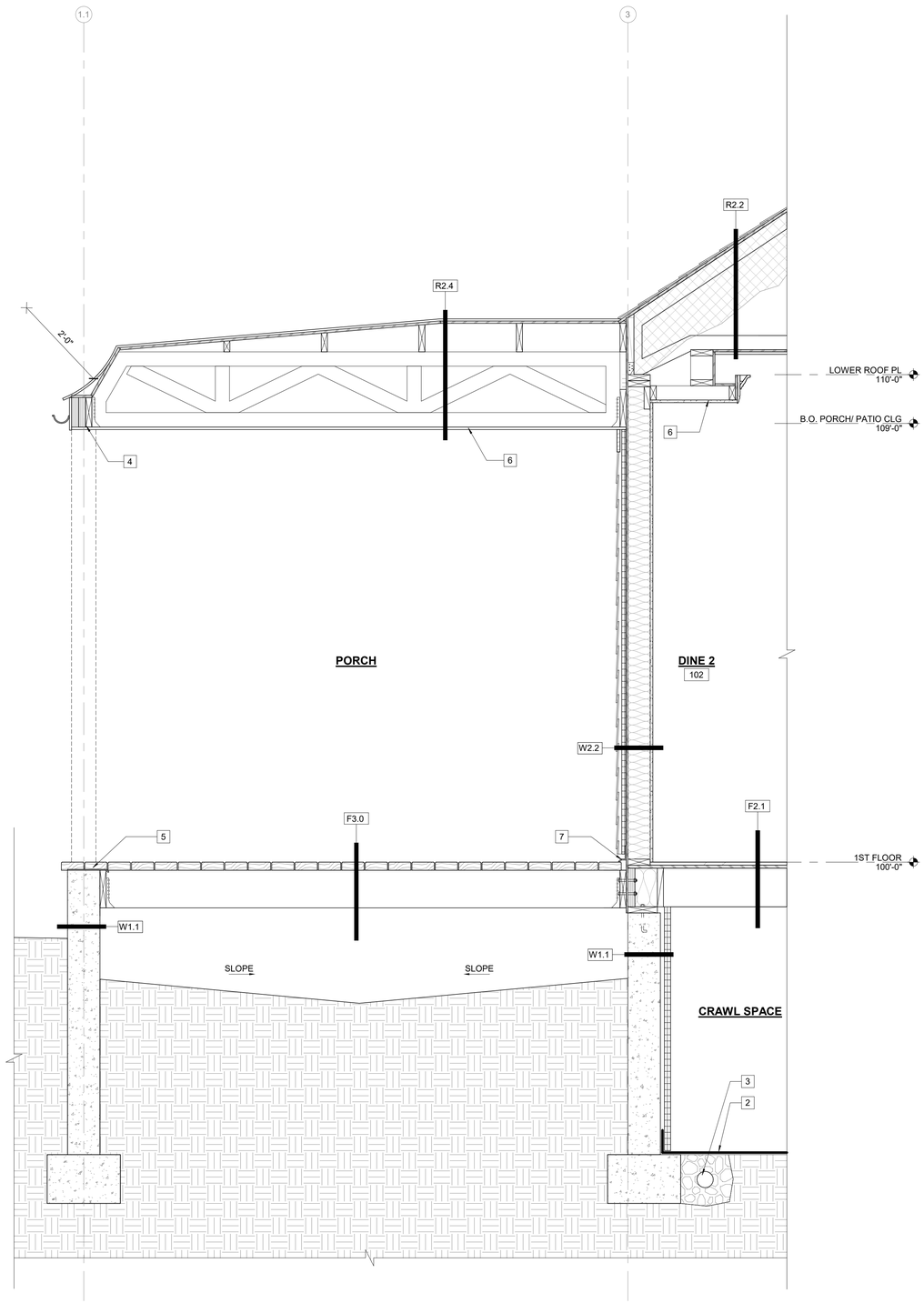
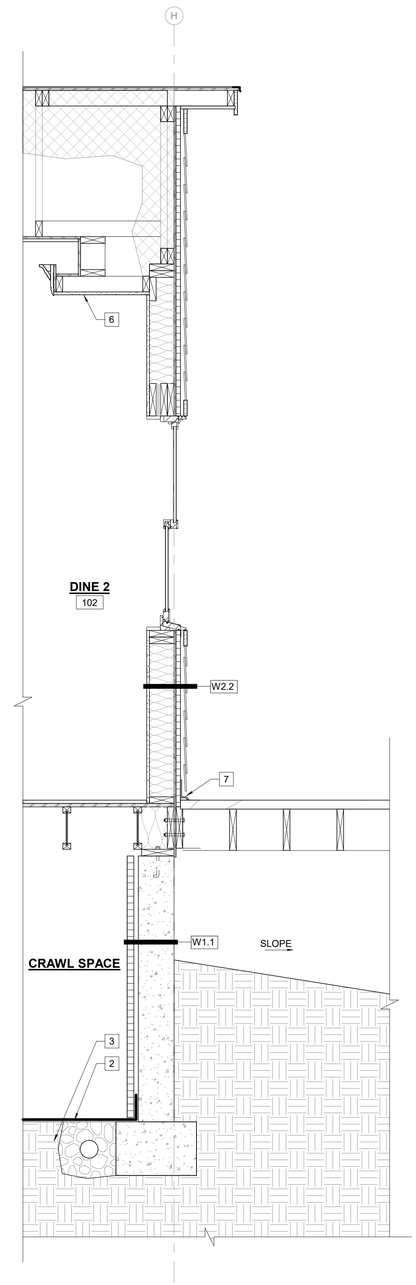
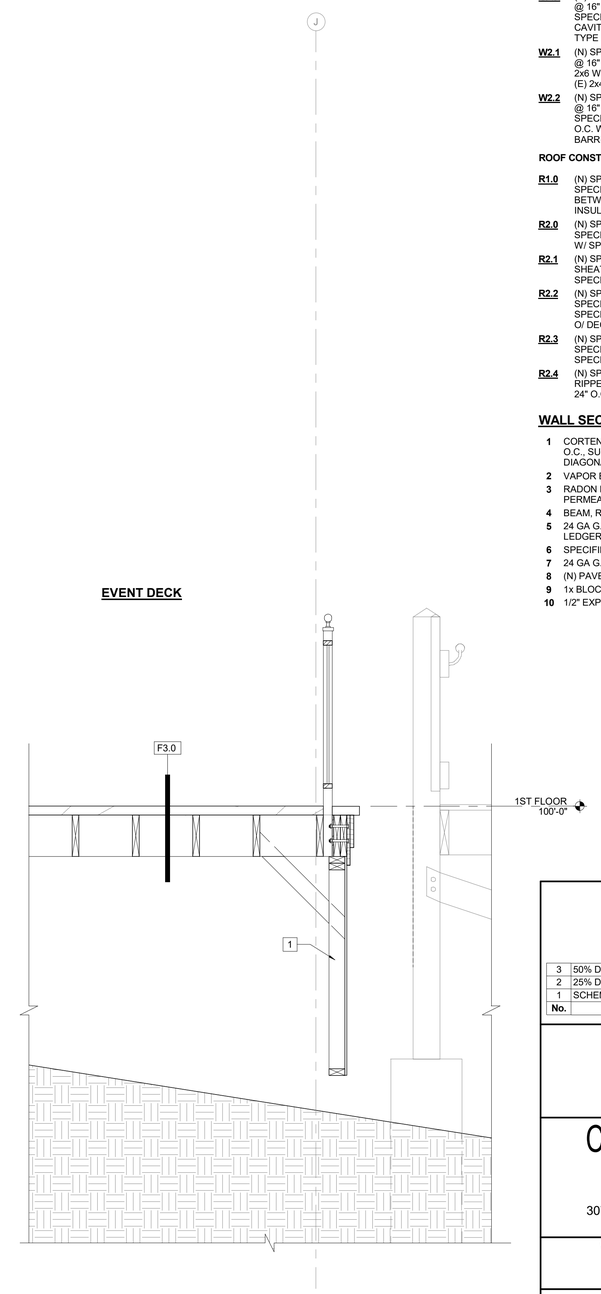


2 WALL SECTION
3/4" = 1'-0"





1 WALL SECTION
3/4" = 1'-0"

CONSTRUCTION TYPES

FLOOR/ DECK CONSTRUCTION

F1.0 (N) CONC SLAB O/ 6 MIL VAPOR BARRIER O/ 2" LAYER SAND O/ 4" BASE COURSE GRAVEL OR CRUSHED STONE

F2.0 (N) SPECIFIED FINISH O/ (N) 3/4" T&G SHEATHING O/ (E) 2x8 JOISTS, REINFORCED PER STRUCT

F2.1 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 9-1/2" TJI'S @ 16" O.C.

F2.2 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 2x8 WD JOISTS @ 16" O.C.

F3.0 (N) SPECIFIED COMPOSITE DECKING O/ 2x10 WD JOISTS @ 12" O.C.

WALL CONSTRUCTION

W1.1 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 8" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W1.2 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 10" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W2.0 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (E) 2x6 FRAMING W/ SPECIFIED CAVITY ISULATION O/ 6 MIL VAPOR BARRIER O/ (N) 5/8" TYPE "X" GWB

W2.1 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (E) 2x6 WD STUD FRAMING W/ SPECIFIED CAVITY ISULATION O/ (E) 2x4 WD STUD FRAMING O/ (N) 5/8" TYPE "X" GWB

W2.2 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (N) 2x6 WD STUD FRAMING @ 16" O.C. W/ SPECIFIED CAVITY INSULATION O/ (N) 6 MIL VAPOR BARRIER O/ 5/8" TYPE "X" GWB

ROOF CONSTRUCTION

R1.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ (N) 2x4 WD TRUSSES SISTERED BETWEEN (E) 2x10 WD RAFTERS W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x10 WD RAFTERS @ 24" O.C. W/ SPECIFIED CAVITY INSULATION

R2.1 (N) SPECIFIED MEMBRANE O/ (N) SPECIFIED ROOF SHEATHING O/ (N) 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.2 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ 1/2" PLYWD SHEATHING O/ DECORATIVE PANELING

R2.3 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CLG

R2.4 (N) SPECIFIED MEMBRANE O/ SPECIFIED SHEATHING O/ RIPPED 2x SLEEPERS @ 16" O.C. O/ 2x4 WD TRUSSES @ 24" O.C. O/ SPECIFIED BEADBOARD CLG

WALL SECTION KEYNOTES

X

1. CORTEN PANELS, ATTACHED TO 2x4 WD FRAMING @ 16" O.C., SUSPENDED FROM FRAMING ABOVE. PROVIDE DIAGONAL 2x4 BRACING @ 48" O.C.
2. VAPOR BARRIER OVER GRADE AND 6" MIN. UP FND WALL
3. RADON EXHAUST PIPE IN 12" x 12" TRENCH W/ 5/8" GAS PERMEABLE ROCK, RE: MECH
4. BEAM, RE: STRUCT
5. 24 GA G.I. FLASHING CAP W/ DRIP EDGE O/ TOP OF CONC/ 2x LEDGER
6. SPECIFIED CEILING
7. 24 GA G.I. FLASHING 6" UP UNDER SIDING AND BLDG PAPER
8. (N) PAVER PATIO, RE: 1/A101
9. 1x BLOCKING
10. 1/2" EXPANSION JOINT

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

WALL SECTIONS

Project: 2021.24
Date 10/14/21
Drawn by: JPZ
Checked by: PEH

A400

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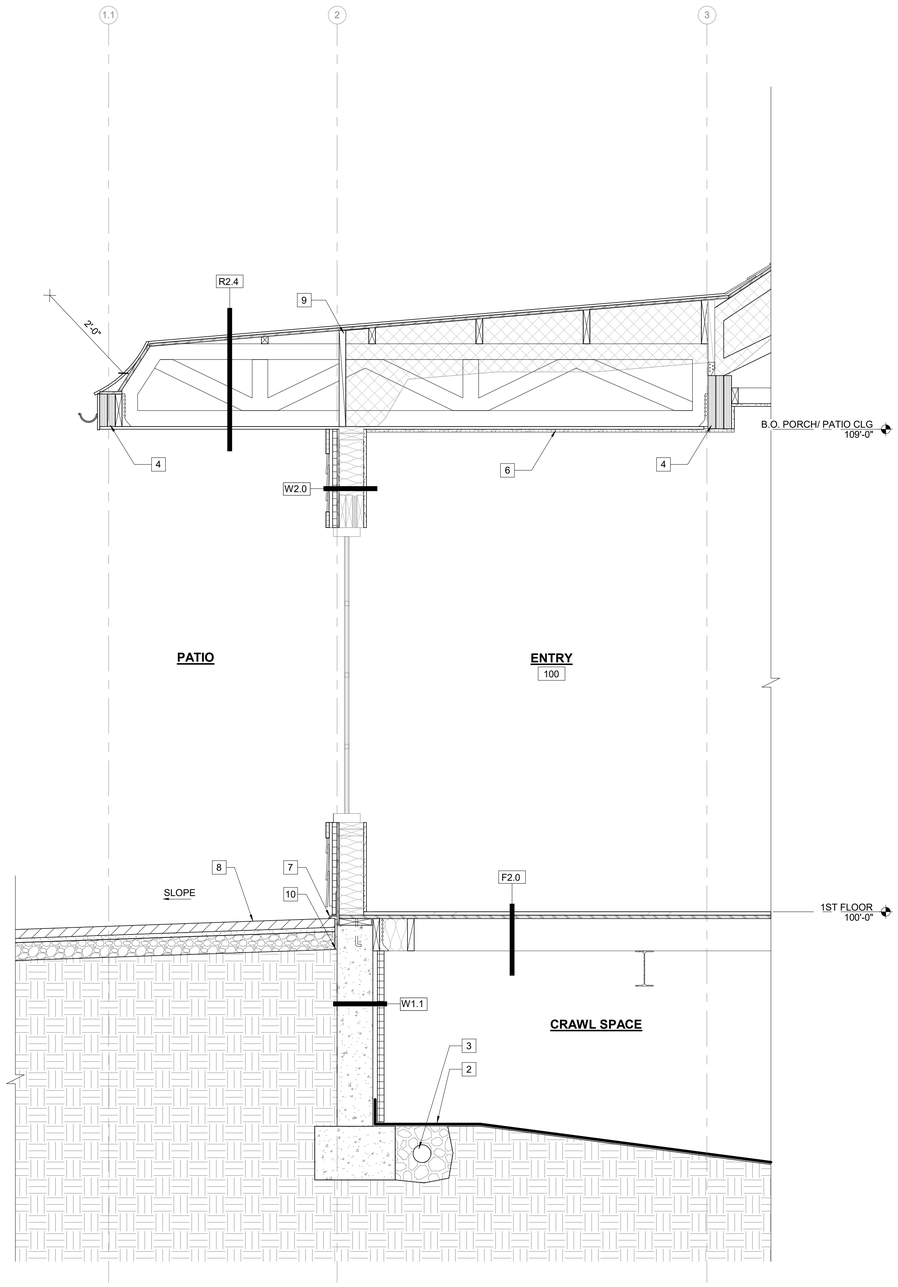
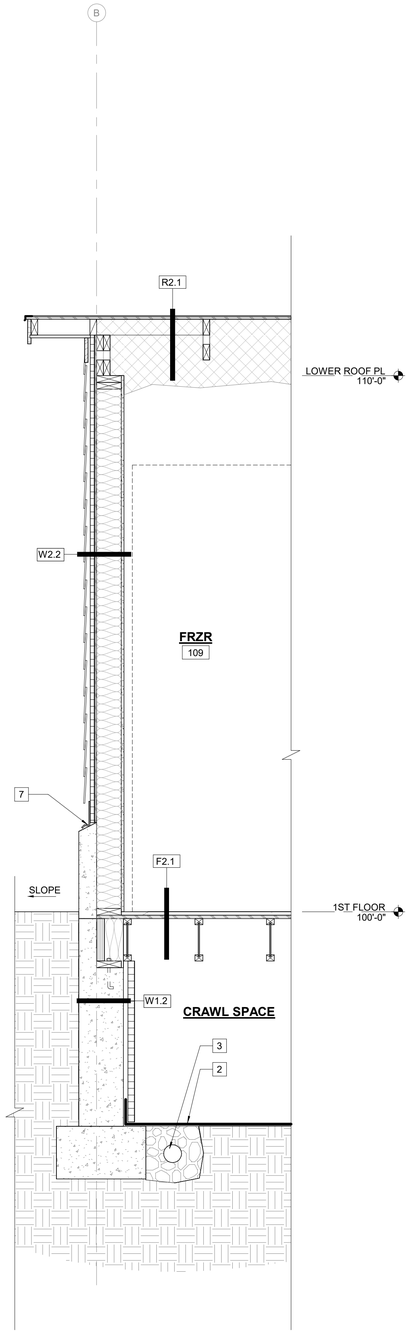
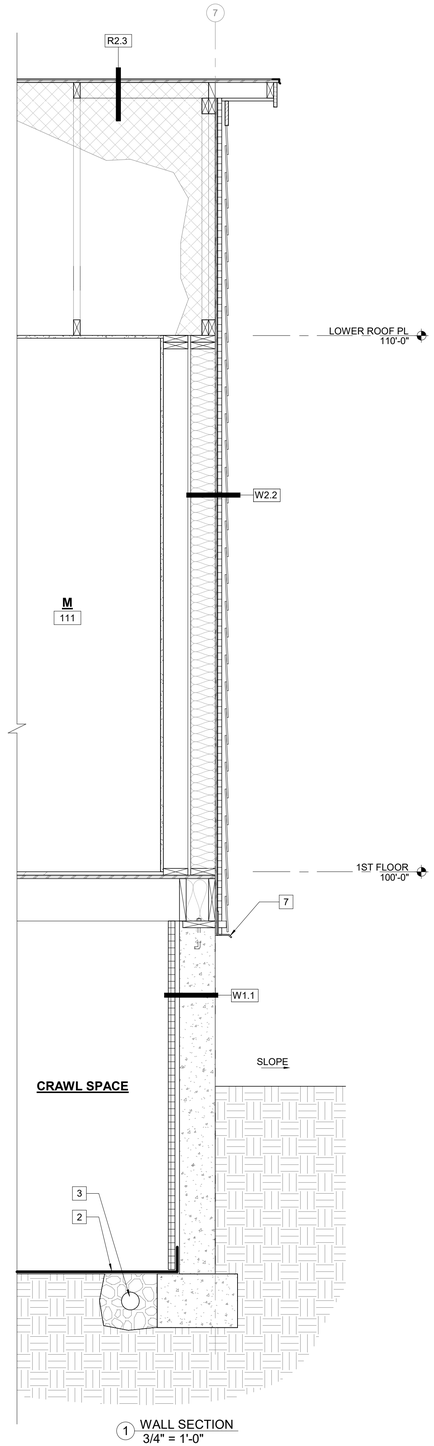


3 WALL SECTION
3/4" = 1'-0"



2 WALL SECTION
3/4" = 1'-0"



1 WALL SECTION
3/4" = 1'-0"

CONSTRUCTION TYPES

FLOOR/ DECK CONSTRUCTION

F1.0 (N) CONC SLAB O/ 6 MIL VAPOR BARRIER O/ 2" LAYER SAND O/ 4" BASE COURSE GRAVEL OR CRUSHED STONE

F2.0 (N) SPECIFIED FINISH O/ (N) 3/4" T&G SHEATHING O/ (E) 2x8 JOISTS, REINFORCED PER STRUCT

F2.1 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 9-1/2" TJI'S @ 16" O.C.

F2.2 (N) SPECIFIED FLOORING O/ (N) 3/4" T&G SHEATHING O/ (N) 2x8 WD JOISTS @ 16" O.C.

F3.0 (N) SPECIFIED COMPOSITE DECKING O/ 2x10 WD JOISTS @ 12" O.C.

WALL CONSTRUCTION

W1.1 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 8" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W1.2 (2) LAYERS ASPHALTIC WATERPROOFING O/ (N) 10" CONC FND WALL, RE: STRUCT, O/ SPECIFIED RIGID INSULATION

W2.0 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (E) 2x6 FRAMING W/ SPECIFIED CAVITY ISULATION O/ 6 MIL VAPOR BARRIER O/ (N) 5/8" TYPE "X" GWB

W2.1 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (E) 2x6 WD STUD FRAMING W/ SPECIFIED CAVITY ISULATION O/ (E) 2x4 WD STUD FRAMING O/ (N) 5/8" TYPE "X" GWB

W2.2 (N) SPECIFIED SIDING O/ (N) VERTICAL 1x FURRING STRIPS @ 16" O.C. O/ SPECIFIED RIGID INSULATION O/ WRB O/ (N) SPECIFIED SHEATHING O/ (N) 2x6 WD STUD FRAMING @ 16" O.C. W/ SPECIFIED CAVITY INSULATION O/ (N) 6 MIL VAPOR BARRIER O/ 5/8" TYPE "X" GWB

ROOF CONSTRUCTION

R1.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ (N) 2x4 WD TRUSSES SISTERED BETWEEN (E) 2x10 WD RAFTERS W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.0 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x10 WD RAFTERS @ 24" O.C. W/ SPECIFIED CAVITY INSULATION

R2.1 (N) SPECIFIED MEMBRANE O/ (N) SPECIFIED ROOF SHEATHING O/ (N) 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CEILING

R2.2 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ 1/2" PLYWD SHEATHING O/ DECORATIVE PANELING

R2.3 (N) SPECIFIED FINISH O/ ICE & WATER SHIELD O/ (N) SPECIFIED SHEATHING O/ 2x4 WD TRUSSES @ 24" O.C. W/ SPECIFIED CAVITY INSULATION O/ SPECIFIED CLG

R2.4 (N) SPECIFIED MEMBRANE O/ SPECIFIED SHEATHING O/ RIPPED 2x SLEEPERS @ 16" O.C. O/ 2x4 WD TRUSSES @ 24" O.C. O/ SPECIFIED BEADBOARD CLG

WALL SECTION KEYNOTES

X

1. CORTEN PANELS, ATTACHED TO 2x4 WD FRAMING @ 16" O.C., SUSPENDED FROM FRAMING ABOVE. PROVIDE DIAGONAL 2x4 BRACING @ 48" O.C.
2. VAPOR BARRIER OVER GRADE AND 6" MIN. UP FND WALL
3. RADON EXHAUST PIPE IN 12" x 12" TRENCH W/ 5/8" GAS PERMEABLE ROCK, RE: MECH
4. BEAM, RE: STRUCT
5. 24 GA G.I. FLASHING CAP W/ DRIP EDGE O/ TOP OF CONC/ 2x LEDGER
6. SPECIFIED CEILING
7. 24 GA G.I. FLASHING 6" UP UNDER SIDING AND BLDG PAPER
8. (N) PAVER PATIO, RE: 1/A101
9. 1x BLOCKING
10. 1/2" EXPANSION JOINT

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

WALL SECTIONS

Project: 2021.24
Date 10/14/21
Drawn by: JPZ
Checked by: PEH

A401

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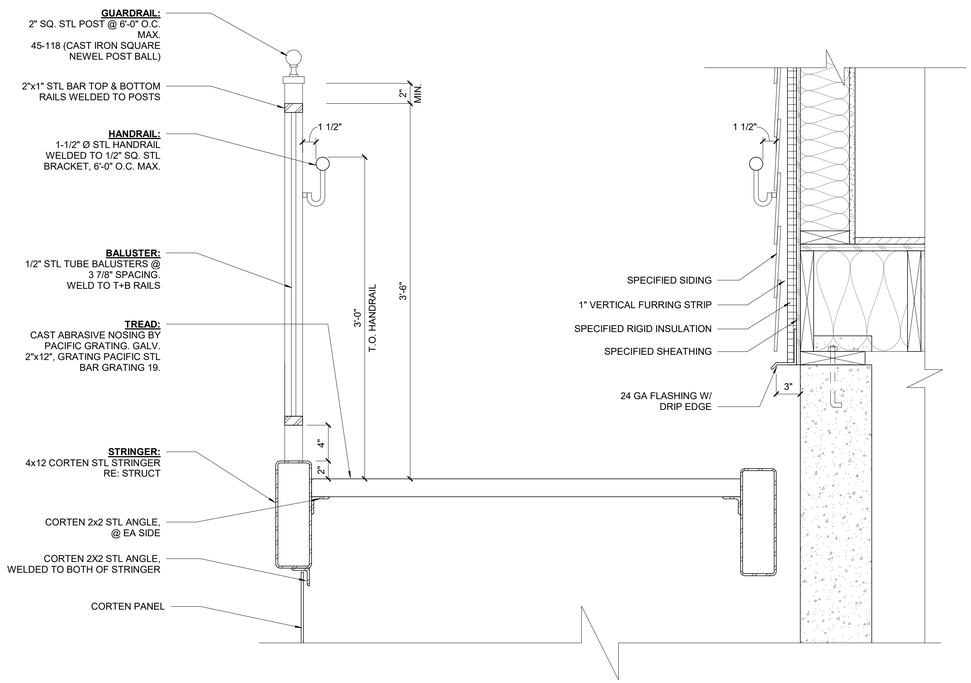
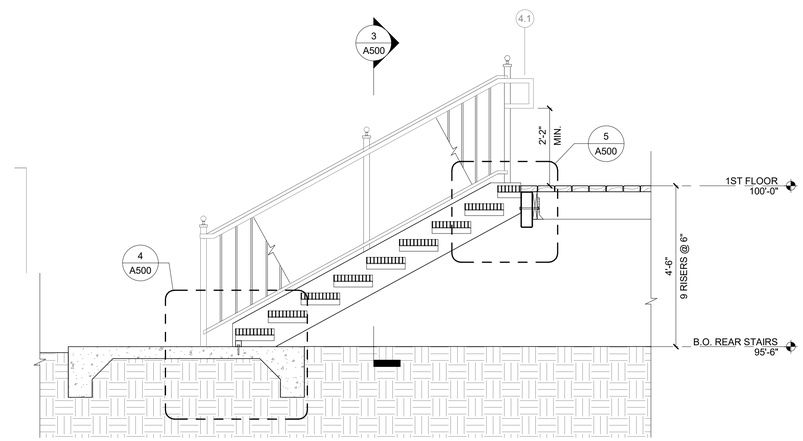
STAIR DETAIL GENERAL NOTES:

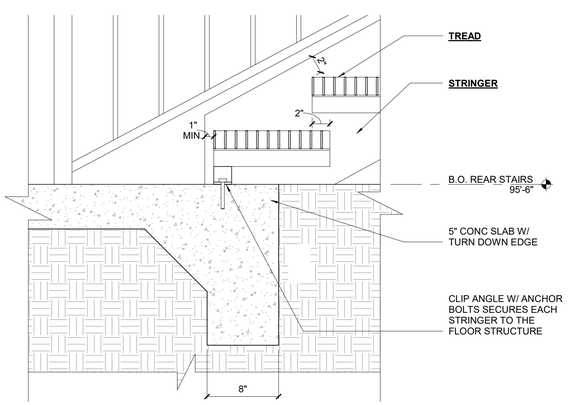
1. MAXIMUM PROJECTION = 4-1/2" - PER IBC, 1012.8 - "PROJECTIONS INTO THE REQUIRED WIDTH OF STAIRWAYS...AT EACH SIDE SHALL NOT EXCEED 4-1/2" AT OR BELOW THE HANDRAIL HEIGHT."
2. MINIMUM TOP EXTENSION OF HANDRAIL AT STAIRS = 12" - PER IBC, 505.10.2 - "AT THE TOP OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12" MINIMUM BEGINNING DIRECTLY ABOVE THE LANDING NOSE."
3. BOTTOM EXTENSION OF HANDRAIL AT STAIRS - PER IBC, 505.10.3 - "AT THE BOTTOM OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE BOTTOM TREAD NOSING.
4. MINIMUM HANDRAIL CLEARANCE BETWEEN ADJACENT SURFACE AND HANDRAIL = 1-1/2" - PER IBC, 505.5 CLEARANCE BETWEEN HANDRAIL GRIPPING SURFACE AND ADJACENT SURFACES SHALL BE 1 - 1/2" MINIMUM.
5. SOLID RISERS ARE NOT REQUIRED THAT ARE NOT REQUIRED TO COMPLY W/ SECTION 1009.3, PROVIDED THAT THE OPENING BTWN TREADS DOES NOT PERMIT THE PASSAGE OF A SPHERE W/ A DIAMETER OF 4" (1011.5.53, EXC. 1)



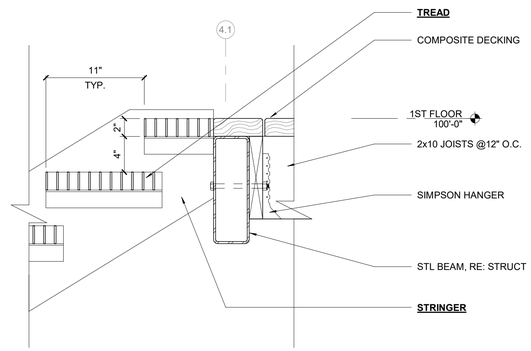
3 TYPICAL STAIR DETAIL
1 1/2" = 1'-0"



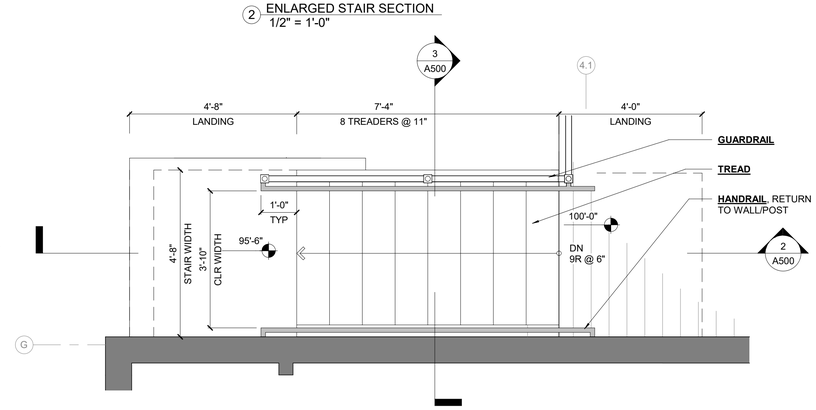
2 ENLARGED STAIR SECTION
1/2" = 1'-0"



4 ENLARGED STAIR DETAIL
1 1/2" = 1'-0"



5 ENLARGED STAIR DETAIL
1 1/2" = 1'-0"



1 ENLARGED STAIR PLAN
1/2" = 1'-0"

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ENLARGED STAIR PLANS, ELEVATIONS AND DETAILS

Project:	2021.24
Date	10/14/21
Drawn by:	JPZ
Checked by:	PEH

A500

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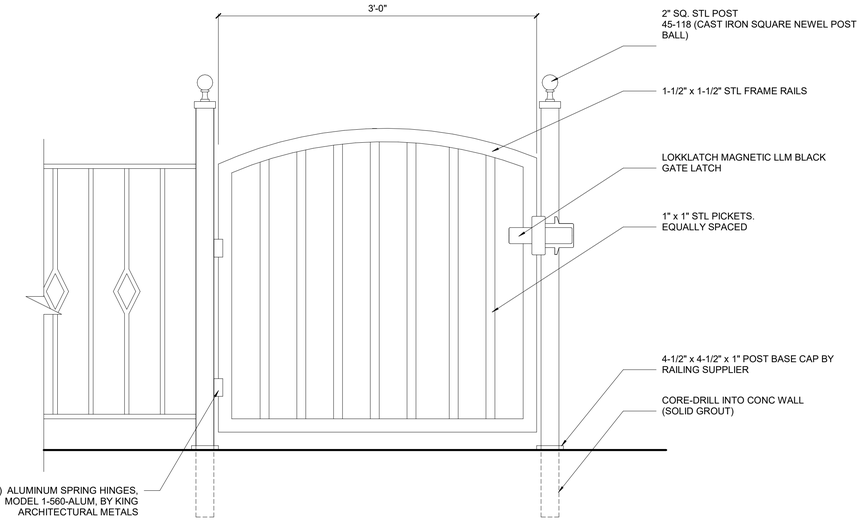
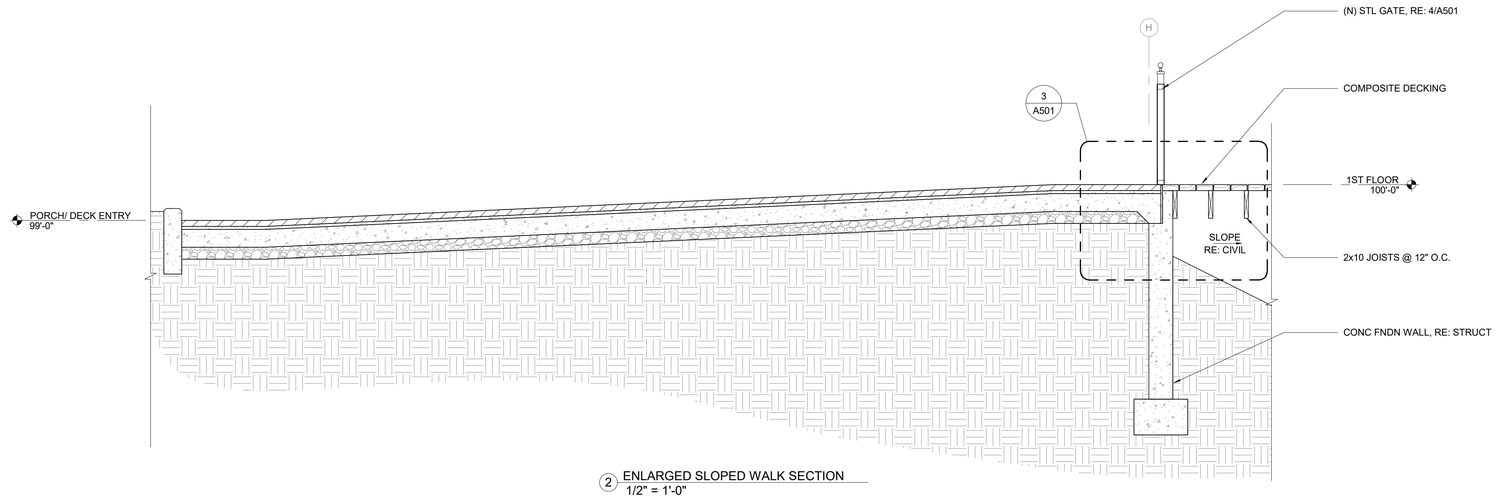


4 GATE DETAIL
1 1/2" = 1'-0"

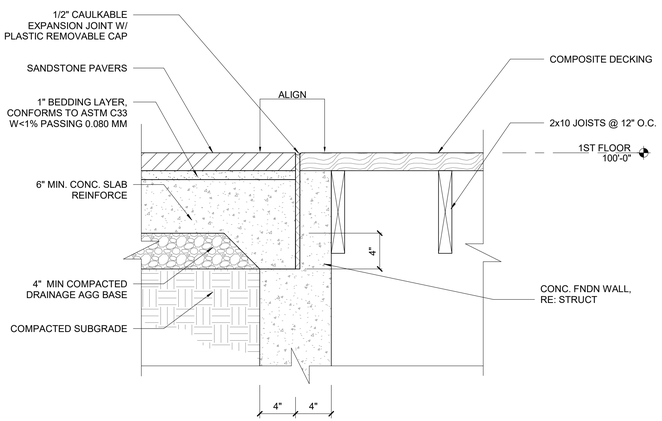
ACCESS GATE:
PROVIDE ADAMS RITE 4590
DEADLATCH PADDLE OR EQUIV.

STAIR DETAIL GENERAL NOTES:

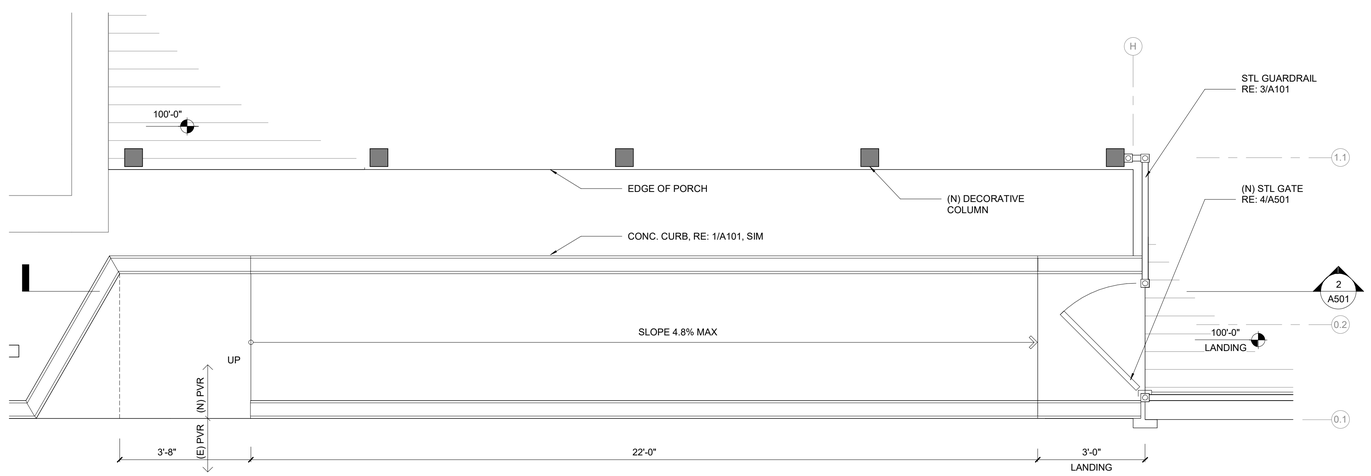
1. MAXIMUM PROJECTION = 4-1/2" - PER IBC, 1012.8 - "PROJECTIONS INTO THE REQUIRED WIDTH OF STAIRWAYS...AT EACH SIDE SHALL NOT EXCEED 4-1/2" AT OR BELOW THE HANDRAIL HEIGHT."
2. MINIMUM TOP EXTENSION OF HANDRAIL AT STAIRS = 12" - PER IBC, 505.10.2 - "AT THE TOP OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12" MINIMUM BEGINNING DIRECTLY ABOVE THE LANDING NOSE."
3. BOTTOM EXTENSION OF HANDRAIL AT STAIRS - PER IBC, 505.10.3 - "AT THE BOTTOM OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE BOTTOM TREAD NOSING.
4. MINIMUM HANDRAIL CLEARANCE BETWEEN ADJACENT SURFACE AND HANDRAIL = 1-1/2" - PER IBC, 505.5 CLEARANCE BETWEEN HANDRAIL GRIPPING SURFACE AND ADJACENT SURFACES SHALL BE 1 - 1/2" MINIMUM.
5. SOLID RISERS ARE NOT REQUIRED THAT ARE NOT REQUIRED TO COMPLY W/ SECTION 1009.3, PROVIDED THAT THE OPENING BTWN TREADS DOES NOT PERMIT THE PASSAGE OF A SPHERE W/ A DIAMETER OF 4" (1011.5.53, EXC. 1)



2 ENLARGED SLOPED WALK SECTION
1/2" = 1'-0"



3 ENLARGED WALK DETAIL
1 1/2" = 1'-0"



1 ENLARGED STAIR AND SLOPED WALK PLAN
1/2" = 1'-0"

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ENLARGED STAIR & WALK PLANS

Project:	2021.24
Date	10/14/21
Drawn by:	JPZ
Checked by:	PEH

A501

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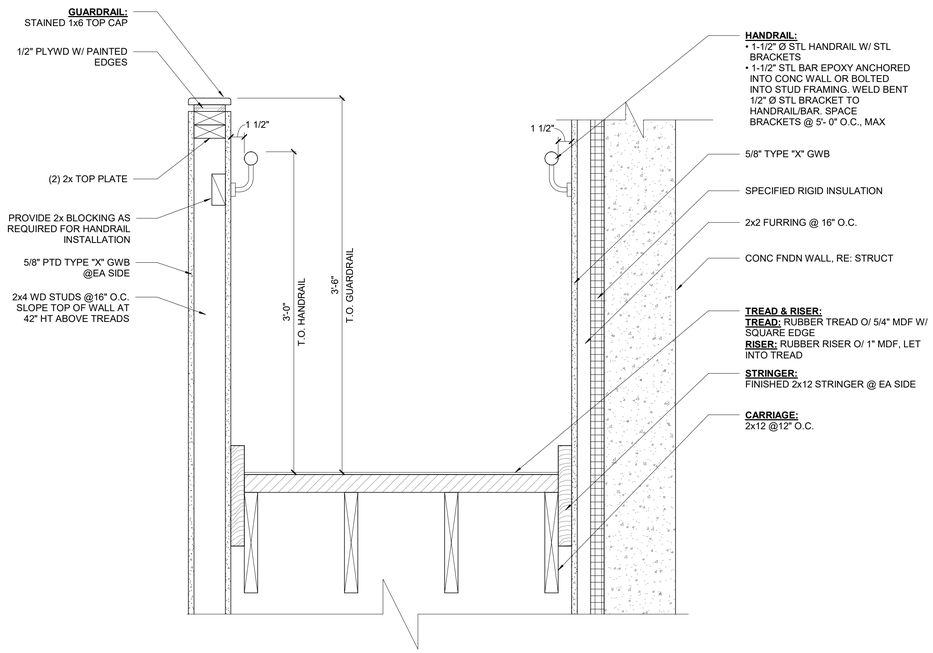
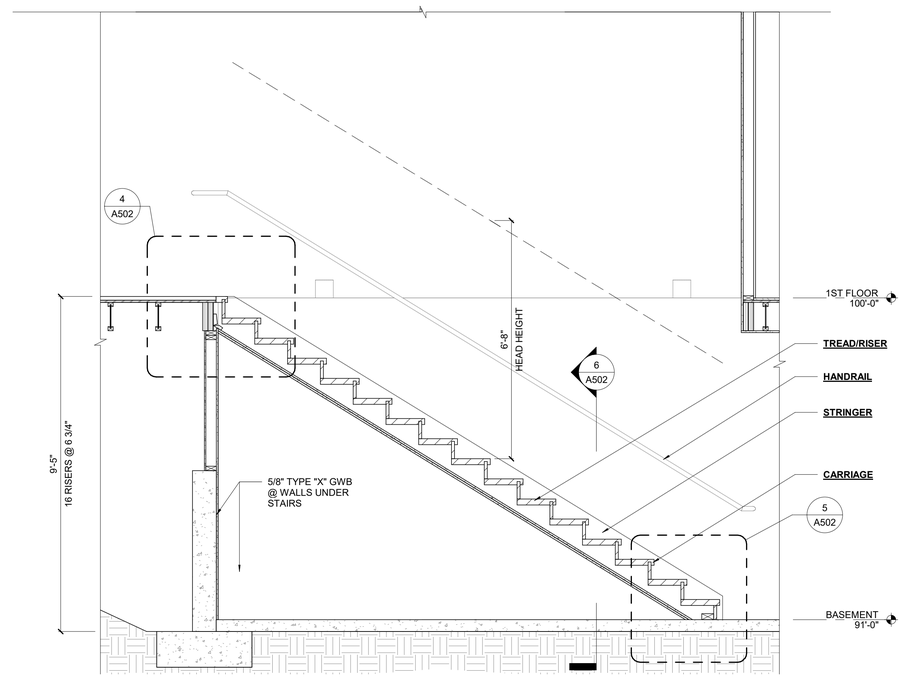
STAIR DETAIL GENERAL NOTES:

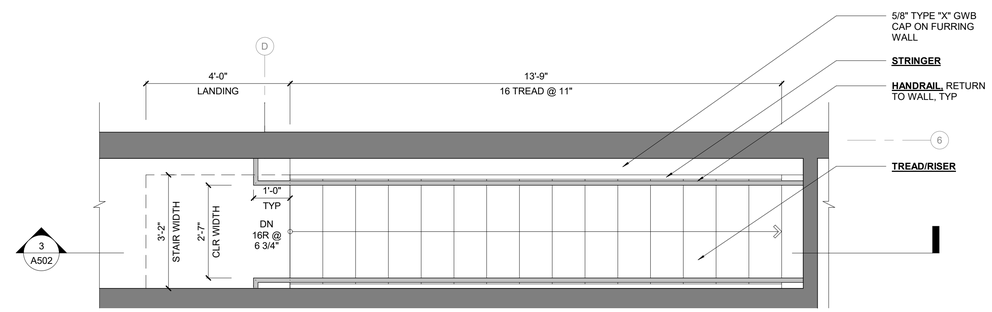
1. MAXIMUM PROJECTION = 4-1/2" - PER IBC, 1012.8 - "PROJECTIONS INTO THE REQUIRED WIDTH OF STAIRWAYS...AT EACH SIDE SHALL NOT EXCEED 4-1/2" AT OR BELOW THE HANDRAIL HEIGHT."
2. MINIMUM TOP EXTENSION OF HANDRAIL AT STAIRS = 12" - PER IBC, 505.10.2 - "AT THE TOP OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12" MINIMUM BEGINNING DIRECTLY ABOVE THE LANDING NOSE."
3. BOTTOM EXTENSION OF HANDRAIL AT STAIRS - PER IBC, 505.10.3 - "AT THE BOTTOM OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE BOTTOM TREAD NOSING.
4. MINIMUM HANDRAIL CLEARANCE BETWEEN ADJACENT SURFACE AND HANDRAIL = 1-1/2" - PER IBC, 505.5 CLEARANCE BETWEEN HANDRAIL GRIPPING SURFACE AND ADJACENT SURFACES SHALL BE 1 - 1/2" MINIMUM.
5. SOLID RISERS ARE NOT REQUIRED THAT ARE NOT REQUIRED TO COMPLY W/ SECTION 1009.3, PROVIDED THAT THE OPENING BTWN TREADS DOES NOT PERMIT THE PASSAGE OF A SPHERE W/ A DIAMETER OF 4" (1011.5.53, EXC. 1)



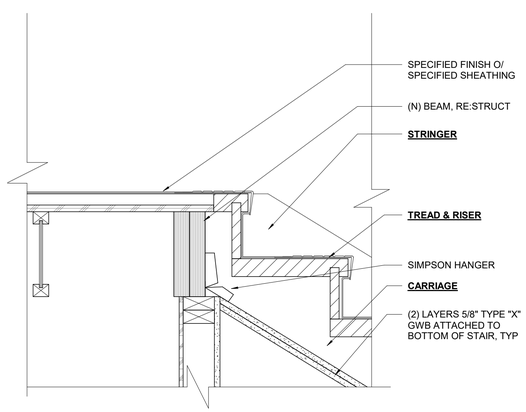
6 TYPICAL STAIR DETAIL
1 1/2" = 1'-0"



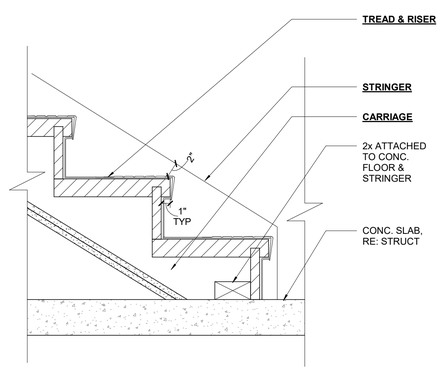
3 ENLARGED STAIR SECTION
1/2" = 1'-0"



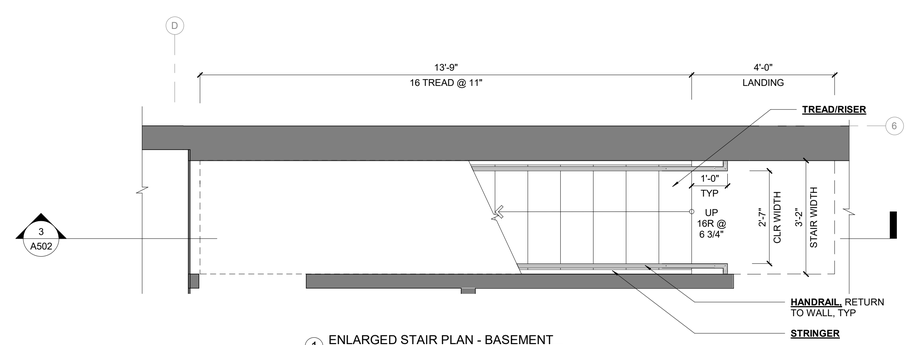
2 ENLARGED STAIR PLAN - FIRST FLOOR
1/2" = 1'-0"



4 ENLARGED STAIR DETAIL
1 1/2" = 1'-0"



5 ENLARGED STAIR DETAIL
1 1/2" = 1'-0"



1 ENLARGED STAIR PLAN - BASEMENT
1/2" = 1'-0"

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ENLARGED STAIR PLANS, ELEVATIONS AND DETAILS

Project: 2021.24
Date 10/14/21
Drawn by: JPZ
Checked by: PEH

A502

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ACCESSORIES SCHEDULE

NUMBER	PRODUCT	MRF/MODEL#	MOUNTING HT.
1	TOILET TISSUE DISPENSER		18" B.O. UNIT
2	SOAP DISPENSER		42" T.O. UNIT
3	MIRROR		38" B.O. UNIT
4	RECESSED PAPER TOWEL DISPENSER		51" T.O. UNIT
5	GRAB BARS		36" T.O. UNIT

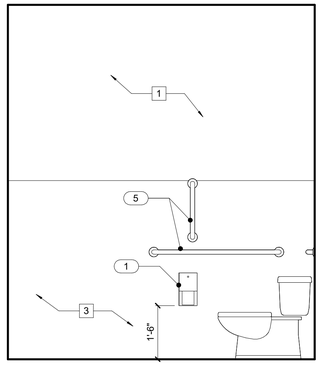
INTERIOR ELEVATIONS GENERAL NOTES:

1. ALL RESTROOMS TO BE CONSTRUCTED TO ANSI-A117.1-2017 AND 2021 ACCESSIBILITY STANDARDS, RE: A200. GC TO VERIFY ANSI MINIMUM CLEARANCE ARE MET DURING CONSTRUCTION
2. UNDER COUNTER CLEATS, IF REQUIRED, TO BE FINISHED MELAMINE ON ALL EXPOSED EDGES, CO ORDINATE W/ ADJACENT PAINT COLOR.
3. INSULATE EXPOSED PIPING BENEATH SINK, TYP
4. PROVIDE BLOCKING AT ALL RESTROOM ACCESSORIES.

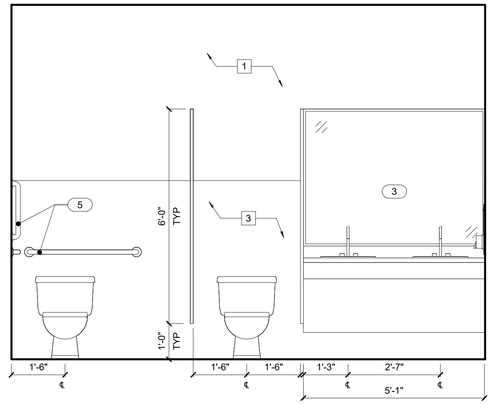
BASEMENT PLAN KEYNOTES

X

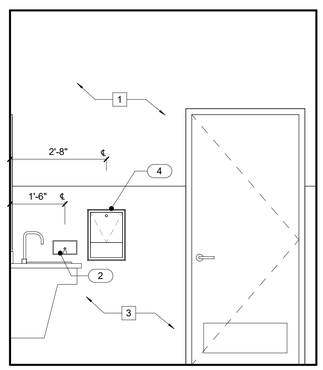
1 PTD GWB
3 60" HT TILE



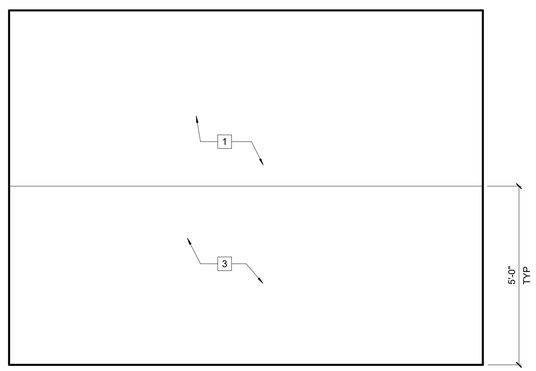
5 W 110 - WEST ELEVATION
1/2" = 1'-0"



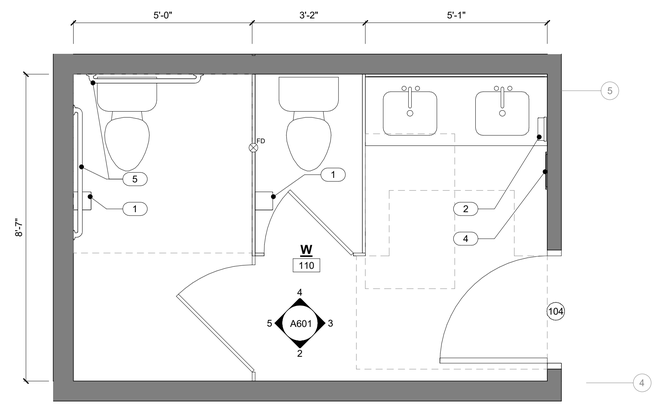
4 W 110 - NORTH ELEVATION
1/2" = 1'-0"



3 W 110 - EAST ELEVATION
1/2" = 1'-0"



2 W 110 - SOUTH ELEVATION
1/2" = 1'-0"



1 W 110 - ENLARGED PLAN
1/2" = 1'-0"

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

RESTROOM PLANS, ELEVATIONS & DETAILS

Project: 2021.24
Date 10/14/21
Drawn by: JPZ
Checked by: PEH

A601

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ACCESSORIES SCHEDULE

NUMBER	PRODUCT	MRF/MODEL#	MOUNTING HT.
1	TOILET TISSUE DISPENSER		18" B.O. UNIT
2	SOAP DISPENSER		42" T.O. UNIT
3	MIRROR		38" B.O. UNIT
4	RECESSED PAPER TOWEL DISPENSER		51" T.O. UNIT
5	GRAB BARS		36" T.O. UNIT

INTERIOR ELEVATIONS GENERAL NOTES:

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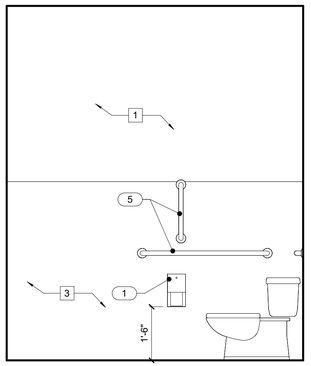
3. INSULATE EXPOSED PIPING BENEATH SINK, TYP
4. PROVIDE BLOCKING AT ALL RESTROOM ACCESSORIES.

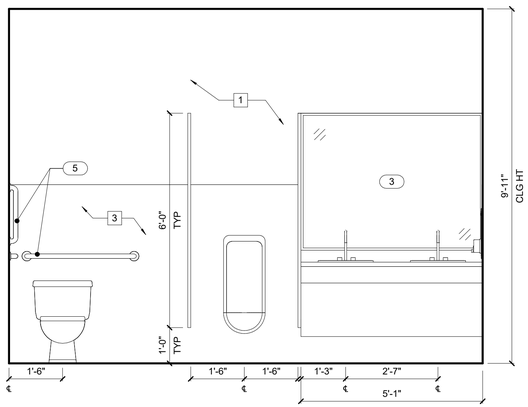
BASEMENT PLAN KEYNOTES

X

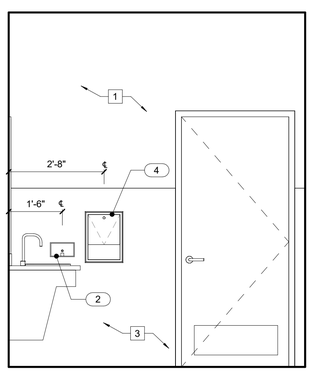
1 PTD GWB
3 60" HT TILE



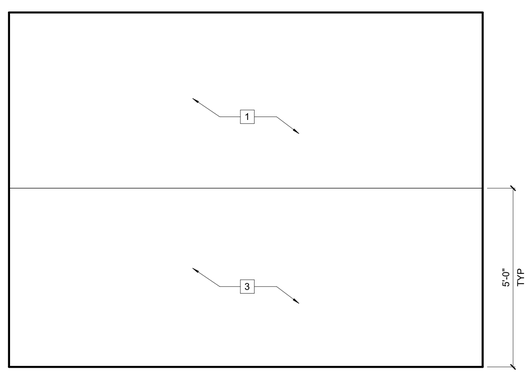
5 M 111 - WEST ELEVATION
1/2" = 1'-0"



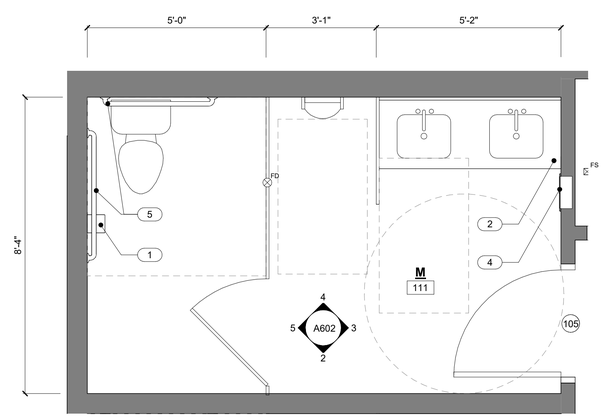
4 M 111 - NORTH ELEVATION
1/2" = 1'-0"



3 M 111 - EAST ELEVATION
1/2" = 1'-0"



2 M 111 - SOUTH ELEVATION
1/2" = 1'-0"



1 M 111 - ENLARGED PLAN
1/2" = 1'-0"

No.	Description	Date
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2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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RESTROOM PLANS, ELEVATIONS & DETAILS

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ROOM FINISH SCHEDULE

NUMBER	ROOM NAME	FLOOR	BASE	WALL	CEILING MATL	ROOM NOTES
BASEMENT						
001	BASEMENT	CONC	WD	PTD GWB	PTD GWB	
002	OFFICE	CONC	WD	PTD GWB	PTD GWB	
1ST FLOOR						
100	ENTRY	LVT	WD	PTD GWB/WD	DEC PNL	60" HT PTD WD WAINSCOT
101	DINE 1	LVT	WD	PTD GWB/WD	DEC PNL	60" HT PTD WD WAINSCOT
102	DINE 2	LVT	WD	PTD GWB/WD	DEC PNL	60" HT PTD WD WAINSCOT
103	PIZZA	QT	COVE	TILE	DEC PNL	
104	BAR	QT	COVE	TILE	DEC PNL	
105	PREP	QT	COVE	SS	T-GRID	
106	CENTER STATION	QT	COVE	SS	T-GRID	
107	WASH	QT	COVE	SS	T-GRID	
108	COOLER	QT	COVE	SS	--	RE: EQUIPMENT PLAN
109	FRZR	QT	COVE	SS	--	RE: EQUIPMENT PLAN
110	W	TILE	COVE	PTD GWB/TILE	PTD GWB	60" HT WALL TILE
111	M	TILE	COVE	PTD GWB/TILE	PTD GWB	60" HT WALL TILE
112	HALL	LVT	WD	PTD GWB/WD	PTD GWB	60" HT PTD WD WAINSCOT
113	FIRE RISER	LVT	--	PTD GWB	OPEN TO STRUCT	

DEC PNL = DECORATIVE CEILING TILE
T-GRID = 2x2 ACOUSTICAL CEILING TILE
PTD GWB = PAINTED GYPSUM WALL BOARD
WD = PAINTED WOOD BASE OR WAINSCOT
LVT = LUXURY VINYL TILE, PARQUET PATTERN

QT = QUARRY TILE
TILE = CERAMIC TILE AT WALLS, PORCELAIN TILE AT FLOORS
SS = STAINLESS STEEL PANELS
COVE = COVE TILE

GENERAL NOTES:
TILE: ALL FLOOR TILE TO BE INSTALLED OVER CRACK & ISOLATION MAT. WITH EXPANSION JOINTS PER TCNA GUIDELINES.
WALL TILE WITH TILE ACCESNT BAND @ ALL WALLS OF RESTROOMS.
PROVIDE SCHLUTER DILEX AT VERTICAL INSIDE CORNERS AT WALL TILE.
FULL HEIGHT DECORATIVE WALL TILE AT BAR AND PIZZA.
4" HT QUARRY TILE COVE BASE AT QUARRY TILE FLOOR

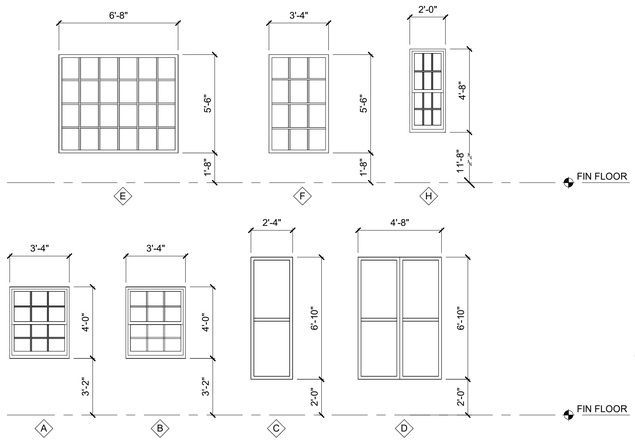
PROVIDE ADA COMPLIANT, SMOOTH BRUSHED ALUMINUM T-SHAPED TRANSITION STRIP AT ALL CHANGES IN FLOORING MATERIAL.

INTERIOR
PAINT: EPOXY PAINT IN PREP, CENTER STATION & WASH, AT ALL EXPOSED GWB & CEILING SURFACES.

WINDOW SCHEDULE

MARK	SIZE WT	SIZE HT	TYPE	MATL	FRAME HEAD	FRAME JAMB	FRAME SILL	FIRE RATING	NOTES
A	3'-4"	4'-0"	SH	ACW					
C	2'-4"	6'-10"	F	ACW					
D	2'-4"	6'-10"	F	ACW					
E	6'-8"	5'-6"	F	ACW					
F	3'-4"	5'-6"	F	ACW					
H	2'-0"	4'-8"	SH	ACW					

SH = SINGLE HUNG
F = FIXED
ACW = ALUMINUM CLAD WOOD (T) = TEMPERED



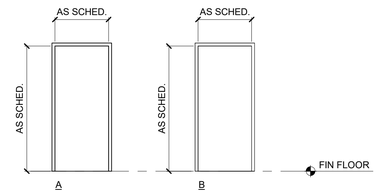
3 WINDOW ELEVATIONS
1/4" = 1'-0"

DOOR AND FRAME SCHEDULE

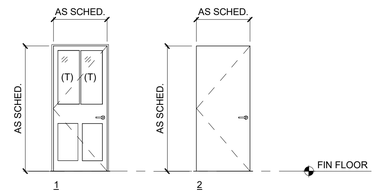
MARK	SIZE WD	SIZE HT	SIZE THK	EL	MATL	GLAZING	FRAME EL	FRAME MATL	FRAME HEAD	FRAME JAMB	FRAME SILL	FIRE RATING LABLE	HARDWARE	NOTES
BASEMENT														
001	3'-0"	7'-0"	1 3/4"	2	PNT WOOD		B	PTD WOOD						
1ST FLOOR														
003	0"	0"												
004	3'-0"	3'-0"	1 3/4"											
100	3'-0"	7'-0"	1 3/4"	1	PNT WOOD	(T), LOW E GLAZ	A	PTD WOOD						
101	3'-0"	7'-0"	1 3/4"	1	PNT WOOD	(T), LOW E GLAZ	A	PTD WOOD						
102	3'-0"	7'-0"	1 3/4"	1	PNT WOOD	(T), LOW E GLAZ	A	PTD WOOD						
103	3'-0"	7'-0"	1 3/4"	1	PNT WOOD	(T), LOW E GLAZ	A	PTD WOOD						
104	3'-0"	7'-0"	1 3/4"	2	PNT WOOD		B	PTD WOOD						
105	3'-0"	7'-0"	1 3/4"	2	PNT WOOD		B	PTD WOOD						
106	3'-0"	7'-0"	1 3/4"	2	PNT WOOD		B	PTD WOOD						

PTD WOOD = PAINTED SOLID CORE WOOD (T) = TEMPERED

GENERAL NOTES:
1. CONTRACTOR TO FIELD VERIFY ALL ROUGH OPENINGS PRIOR TO ORDERING OF MATERIALS.
2. THE SPACE BETWEEN WINDOW AND DOOR JAMBS AND FRAMING SHALL BE SEALED.



2 FRAME ELEVATIONS
1/4" = 1'-0"



1 DOOR ELEVATIONS
1/4" = 1'-0"

No.	Description	Date
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2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

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307 GREGORY ST. BLACK HAWK, CO

SCHEDULES & DETAILS

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A800

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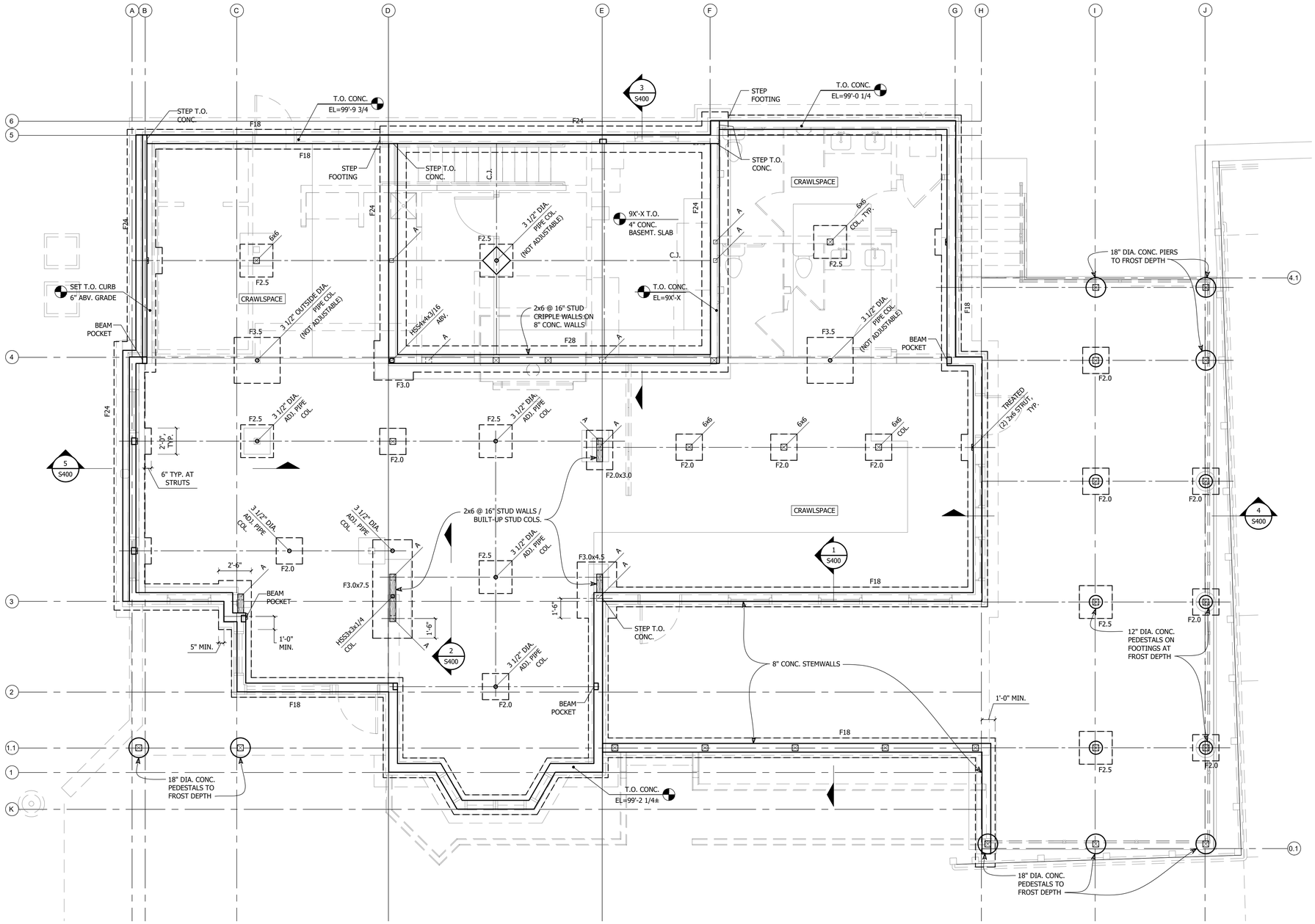

FOUNDATION & BASEMENT PLAN

SCALE: 1/4"=1'-0"

PLAN NORTH

FOUNDATION PLAN NOTES

1. BOTTOM OF ALL FOOTINGS SHALL BEAR ON 12" MINIMUM SCARIFIED SUBGRADE ON UNDISTURBED NATURAL SOIL OR CONTROLLED STRUCTURAL FILL AT 48" FROST DEPTH UNLESS COMPETENT BEDROCK IF ENCOUNTERED ABOVE FROST DEPTH. IF ELEVATION OF BEDROCK IS ABOVE FROST DEPTH, PROVIDE #6 GROUTED DOWEL FROM FOUNDATION TO ROCK @ 24" MAX. WITH 16" EMBEDMENT INTO ROCK. MAINTAIN A MINIMUM 3'-0 UNDER NEW BEAMS IN CRAWLSPACE, TO INCLUDE BEDROCK REMOVAL AS NEEDED. APPROXIMATE TOP OF FOOTING ELEVATION IS INDICATED THUS: (XX'-X). COORDINATE WITH OTHER GOVERNING CRITERIA, & STEP PER DETAIL 1/S200.
2. REFER TO GENERAL STRUCTURAL NOTES ON SHEET S400 FOR ADDITIONAL STRUCTURAL INFORMATION AND MATERIAL SPECIFICATIONS.
3. CONTRACTOR TO VERIFY ASSUMED EXISTING (EX) CONDITIONS PRIOR TO CONSTRUCTION. CONTACT DESIGN TEAM WITH DISCREPANCIES TO DEVELOP ALTERNATE STRUCTURAL SOLUTIONS.
4. ALL FLOOR AND WALL FRAMING FOUND TO BE DAMAGED AND/OR ROTTEN SHALL BE REPLACED WITH NEW FRAMING.
5. COORDINATE DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS.
6. CENTER FOOTINGS/PIERS UNDER WALLS AND COLUMNS UNLESS NOTED OTHERWISE. REFER TO FOOTING SCHEDULE FOR SIZES & REINFORCING.
7. FIRST FLOOR ELEVATION OF 100'-0"=USGS EL. 8XXX'-X.
8. "A" INDICATES LOCATIONS OF BUILT-UP STUD COLUMN ABOVE. PROVIDE SOLID SUPPORT UNDERNEATH STUD COLUMN.
   "B" INDICATES LOCATIONS OF STEEL PIPE COLUMN BELOW.
9. LUMBER IN CONTACT WITH MASONRY OR CONCRETE OR WITHIN 6" OF SOIL SHALL BE PRESERVATIVE TREATED.
10. LEVEL/PLUMB WALLS TO A TARGET TOLERANCE OF ¼" PER 8'-0". LEVEL PRIOR TO FOUNDATION INSTALLATION. THE HISTORIC STRUCTURE SHALL BE RACKED AS NECESSARY TO PLUMB WALLS WITHIN A TARGET TOLERANCE OF ¾" IN 8'-0". NEW FLOORS AND WALLS WILL BE INSTALLED WITHIN A TARGET TOLERANCE OF ¼" IN 8'-0". SHOULD IT BE DISCOVERED THAT THE HISTORIC FRAME WALLS CANNOT MEET TARGET TOLERANCES OF PLUMB, THE G.C. WILL NOT BE REQUIRED TO UNHINGE HISTORIC FRAMING TO MEET THE TOLERANCES. HOWEVER, THE G.C. WILL ENSURE THAT ALL NEW DOORS INSTALLED WITHIN HISTORIC WALLS WILL BE TRUE AND PLUMB WITHOUT REQUEST FOR ADDITIONAL SERVICES. CHALLENGES OF OUT OF PLUMB CONDITIONS WILL NOT BE CAUSE FOR CHANGE ORDER. TOLERANCES OF THE DRYWALL PER SPECIFICATIONS WILL REMAIN AS SPECIFIED.
11. COORDINATE TOP OF CONCRETE CURB ELEVATIONS AS NOTED ON PLAN WITH ARCHITECTURAL & CIVIL DRAWINGS & FINAL GRADES. TOP OF CURBS TO BE 6" MIN. ABOVE GRADE. SLOPE TOP OF CURBS FOR POSITIVE DRAINAGE.
12. "C.J." INDICATES LOCATIONS OF MINIMUM TOOLED, ¾" DEEP CONTROL JOINTS IN FLOOR SLAB ON GRADE. PROVIDE AT 13'-0" MAX. SPACING & AT RE-ENTRANT CORNERS.
13. TOP OF CONCRETE ELEVATION IS INDICATED THUS: T.O.C. EL=1XX'-X
    RE: ARCHITECTURAL DRAWINGS & EXISTING CONDITIONS FOR ELEVATIONS NOT SHOWN.
14. LOCATIONS OF HOLDOWNS TO CONCRETE ARE INDICATED THUS: ✳
    LOCATIONS OF STRAP-TIES AT ENDS OF SHEARWALLS ARE INDICATED THUS: ♦ REFER TO SCHEDULE ON SHEET S201.
15. SHEARWALL LOCATIONS ARE INDICATED ON PLAN. REFER TO SHEET S201.

FOOTING SCHEDULE

SYMBOL	DIMENSIONS	REINFORCEMENT
F2.0	10" x 2'-0 SQUARE	(2) #4 EA. WAY, BOTTOM
F2.5	10" x 2'-6 SQUARE	(2) #5 EA. WAY, BOTTOM
F2.0 x 3'-0	10" x 3'-0 x 3'-0	#5 @ 16" MAX. E.W., BOTTOM
F3.0 x 4.5	10" x 3'-0 x 4'-6	#5 @ 16" MAX. E.W., BOTTOM
F3.0	10" x 3'-0 SQUARE	(3) #5 EA. WAY, BOTTOM
F3.5	12" x 3'-6 SQUARE	(4) #5 EA. WAY, BOTTOM
F3.0x7.5	10" x 3'-0 x 7'-6 LONG	#5 @ 16" E.W., BOTTOM
F18	10" x 1'-6 CONT.	(2) #5 CONT., BOTTOM
F24	10" x 2'-0 CONT.	(2) #5 CONT., BOTTOM
F28	10" x 2'-4 CONT.	(2) #5 CONT., BOTTOM

COORDINATION DWGS.
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MOZER-RENN
STRUCTURAL SERVICE
8573 E. NAPA PLACE
DENVER, CO 80237
303-870-5039
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No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/28/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

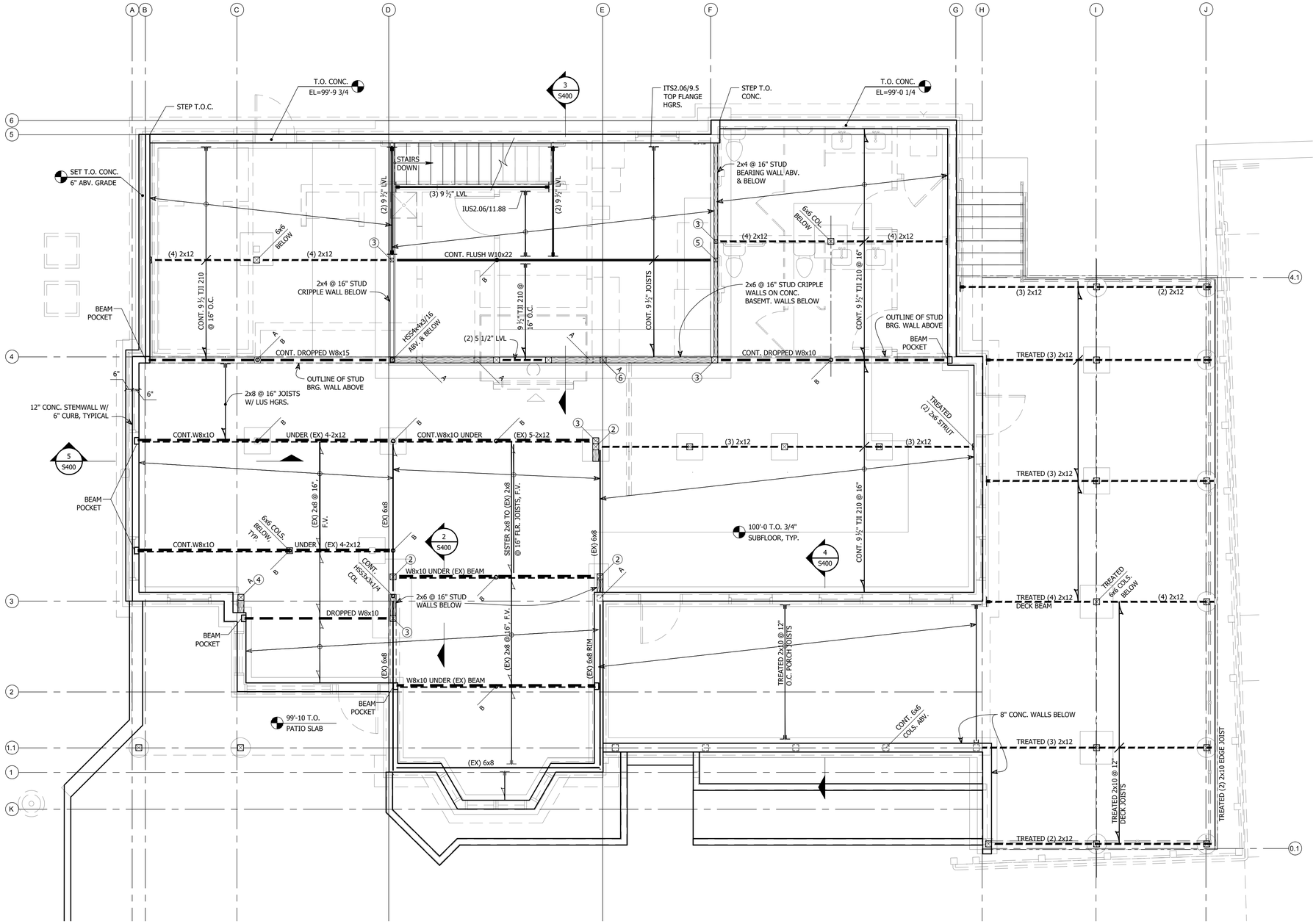
COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

FOUNDATION & BASEMENT PLAN

Project: #1253H23
Date 02/28/23
Drawn by: SRH
Checked by: NMR

S200



FIRST FLOOR FRAMING PLAN

SCALE: 1/4"=1'-0"

PLAN NORTH

*REFER TO SHEET S202 FOR FRAMING PLAN NOTES & SHEET S200 FOR FOUNDATION NOTES.

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FIRST FLOOR FRAMING PLAN

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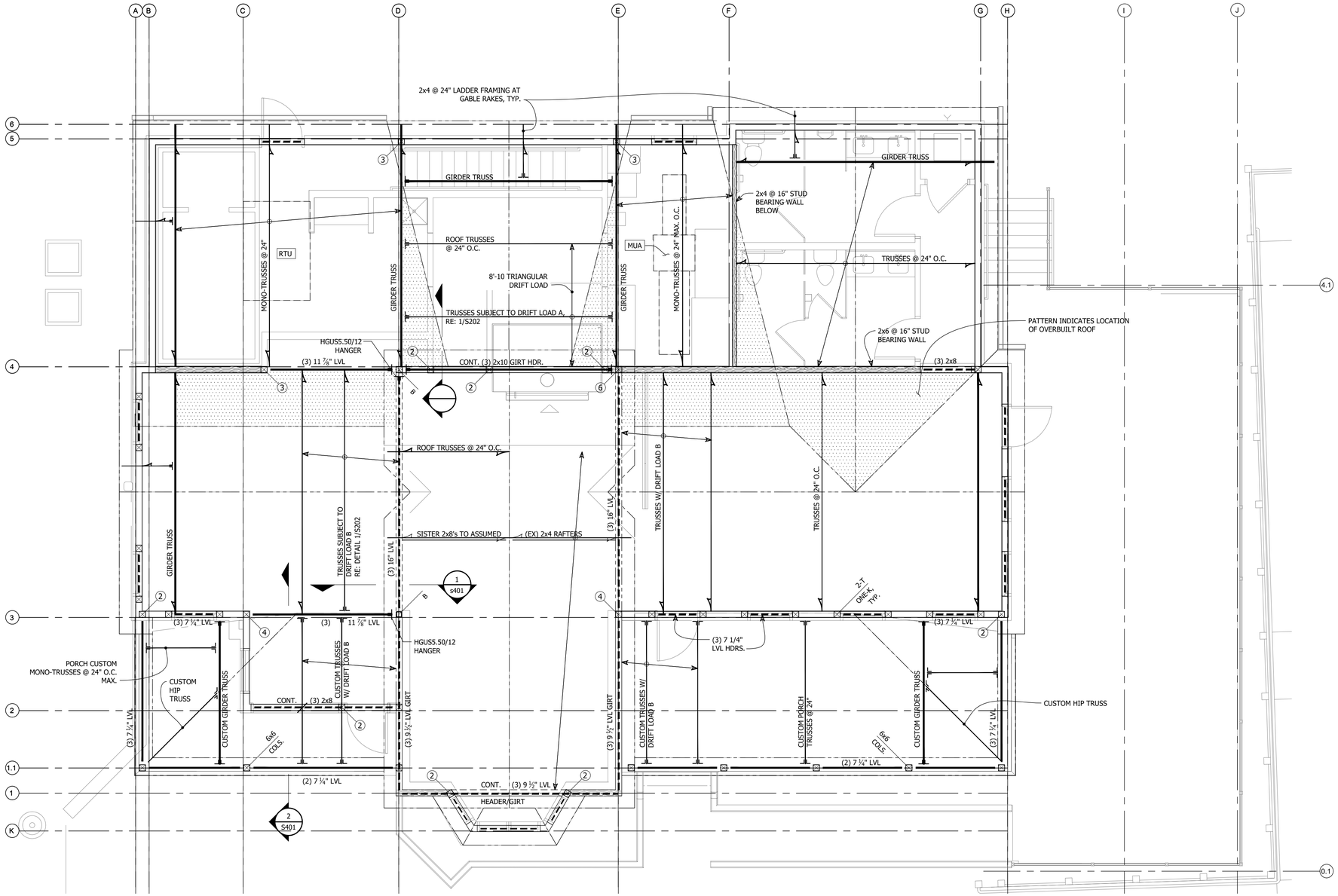

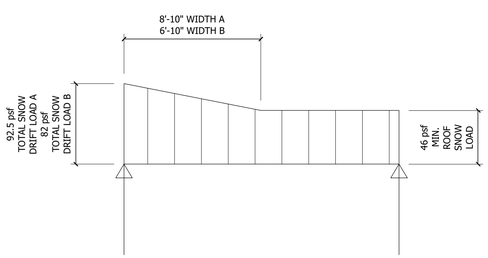

1 S202 SNOW DRIFT DIAGRAM

NO SCALE

ROOF FRAMING PLAN

SCALE: 1/4"=1'-0"

PLAN NOTES

1. REFER TO GENERAL STRUCTURAL NOTES ON SHEET S400 FOR ADDITIONAL STRUCTURAL INFORMATION AND MATERIAL SPECIFICATIONS.
2. CONTRACTOR TO VERIFY ASSUMED EXISTING (EX) CONDITIONS PRIOR TO CONSTRUCTION. CONTACT DESIGN TEAM WITH DISCREPANCIES TO DEVELOP ALTERNATE STRUCTURAL SOLUTIONS.
3. ALL ROOF, FLOOR AND WALL FRAMING FOUND TO BE DAMAGED AND/OR ROTTEN SHALL BE REPLACED WITH NEW FRAMING.
4. COORDINATE DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS.
5. NUMBER OF STUDS IN BUILT-UP STUD COLUMNS BELOW NOTED THUS: (X) MATCH WIDTH OF SUPPORTED MEMBER IF NOT NOTED.
6. "A" INDICATES LOCATION OF BUILT-UP STUD COLUMN ABOVE. PROVIDE SOLID SUPPORT UNDERNEATH STUD COLUMN. "B" INDICATES LOCATION OF STEEL COLUMNS BELOW.
7. LUMBER IN CONTACT WITH MASONRY OR CONCRETE OR WITHIN 6" OF SOIL SHALL BE PRESERVATIVE TREATED. HARDWARE IN CONTACT WITH TREATED LUMBER SHALL BE Z-MAX GALVANIZED OR EQUIVALENT.
8. MINIMUM HEADER SIZE IN BEARING WALLS IS (2) 2x6 WITH ONE TRIMMER AND ONE KING STUD IN EACH JAMB UNLESS OTHERWISE NOTED THUS: X-Y, X-K

   ADD HEADERS OVER OPENINGS IN EXTERIOR & INTERIOR BEARING WALLS WHERE SHOWN.
9. SISTER ALL WALL STUDS THAT ARE NOT CONTINUOUS FROM FLOOR TO ROOF WITH NEW WALL STUD THAT IS CONTINUOUS. SIDENAIL WITH 8d @ 8" MAX.
10. LOCATIONS OF STRAP-TIES AT END OF SHEARWALLS ARE INDICATED THUS: ♦ RE: SCHEDULE FOR DESIGNATION.
11. TRUSS HANGERS ARE BY TRUSS SUPPLIER. SUBMIT FOR ENGINEER REVIEW WITH TRUSS SHOP DRAWINGS.

PLAN NORTH

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ROOF FRAMING PLAN

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Drawn by: SRH
Checked by: NMR

S202

GENERAL STRUCTURAL NOTES

JOB #1253H23 - COPPER KITCHEN PIZZERIA

DESIGN LIVE LOADS: 2021 IBC AND CITY OF BLACK HAWK DESIGN ORDINANCE
- RISK CATEGORY: II FOR RESTAURANT
- SNOW: 55 PSF GROUND SNOW WITH ASCE 7 MODIFICATIONS TO 48 FLAT ROOF SNOW, Ct=1.0, Ce=1. Ce=1.1
- WIND: 173 MPH ULTIMATE WIND SPEED, EXPOSURE B, ENCLOSED BUILDING (GPi=0.18), ULTIMATE VELOCITY PRESSURE=47 PSF & NOMINAL PRESSURE=29 PSF, ENVELOPE ANALYSIS PROCEDURE, 54 PSF ULTIMATE COMPONENTS & CLADDING DESIGN PRESSURE
- SEISMIC: SEISMIC DESIGN CATEGORY B, SITE CLASSIFICATION C , S_{DS}=0.172, S_{D1}=0.073, R=6.5 FOR LIGHT-FRAMED SHEARWALLS, C_S=0.0845, XXXX# ULTIMATE BASE SHEAR, EQUIVALENT LATERAL FORCE PROCEDURE
- LIVE: 100 PSF PUBLIC SPACE

REQUIRED VERIFICATION & INSPECTIONS:
- PERIODIC INSPECTION IS REQUIRED OF ALL STRUCTURAL STEEL CONSTRUCTION, INCLUDING WELDED AND BOLTED CONNECTIONS. INSPECTION SHALL ALSO BE PERFORMED AT THE FABRICATION PREMISES OF LOAD-BEARING MEMBERS, UNLESS THE FABRICATOR IS REGISTERED TO PERFORM WORK WITHOUT SPECIAL INSPECTION.
- PERIODIC INSPECTION OF CONCRETE CONSTRUCTION, INCLUDING REINFORCING STEEL, FORMWORK, CURING TECHNIQUES, CAST-IN ANCHORS AND VERIFICATION OF MIX, SLUMP, AIR CONTENT AND TEMPERATURE TESTS SHALL BE PERFORMED WHEN STRENGTH SAMPLES ARE TAKEN FOR EACH POUR.
- VERIFICATION OF SOIL DESIGN CRITERIA SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER. CONTINUOUS INSPECTION OF INSTALLATION OF CONTROLLED FILL IS REQUIRED.
- CONTINUOUS VERIFICATION OF PROPER PLACEMENT OF COMPACTED FILL IS REQUIRED.
- PERIODIC INSPECTION OF "HIGH-LOAD" WOOD DIAPHRAGMS (SHEAR WALLS) AND OF LOAD-BEARING WOOD ELEMENTS & THEIR CONNECTIONS IS REQUIRED.

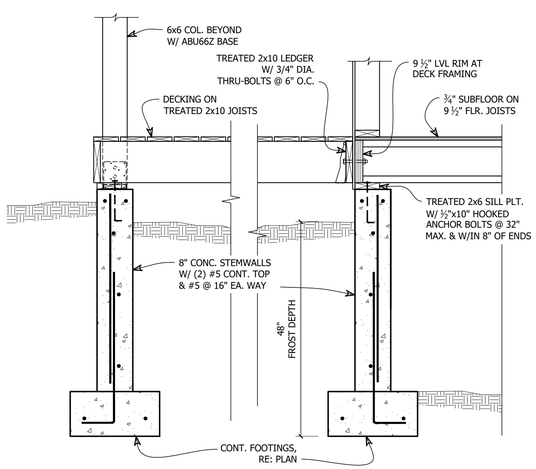
FOUNDATION:
- FOUNDATION DESIGN IS IN ACCORDANCE WITH RECOMMENDATIONS CONTAINED IN SOILS INVESTIGATION REPORT NUMBER 25195221 PREPARED BY TERRACON CONSULTANTS, INC. DATED OCTOBER 2, 2019 FOR AN ADJACENT PROPERTY THAT MUST BE VERIFIED AS CURRENTLY APPROPRIATE.
- THE REPORT IS HEREBY REFERENCED AND EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED HEREIN, ALL RECOMMENDATIONS AND PRECAUTIONS CONTAINED IN THAT REPORT SHALL BE ADHERED TO BY THE CONTRACTOR.
- NEW FOOTINGS SHALL BE PLACED ON WEATHERED OR COMPETENT BEDROCK, APPROVED BY THE SOIL ENGINEER. ALL EXISTING FILL MUST BE REMOVED TO NATURAL SOIL AS DEFINED IN THE SOIL REPORT.
- MAXIMUM DESIGN SOIL PRESSURE: 3000 PSF ALLOWABLE ON WEATHERED GNEISS BEDROCK; 2000 PSF ON NATIVE SOIL
- LATERAL SOIL PRESSURE (EQUIVALENT FLUID PRESSURE):
  - RESTRAINED FOUNDATION WALLS: 55 pcf AT-REST
  - CANTILEVERED RETAINING WALLS: 35 pcf ACTIVE
  - RESISTING: 375 pcf PASSIVE 0.45 COEFFICIENT OF FRICTION.
- WHERE APPLICABLE, BACKFILL ALL RETAINING WALLS WITH FREE DRAINING GRANULAR MATERIAL EXCEPT THE TOP TWO FEET.
- SLOPE PERIMETER GRADE AWAY FROM BUILDING.

CONCRETE, REINFORCEMENT & MASONRY:
- CONCRETE SHALL CONFORM TO APPLICABLE PROVISIONS OF ACI 301 AND 318.
- MINIMUM 28 DAY COMPRESSIVE STRENGTH (F'C) AND DURABILITY REQUIREMENTS ARE AS FOLLOWS:
  - FOUNDATION WALLS & EXTERIOR SLABS W/ EXTERIOR EXPOSURE: 4500 PSI W/ 0.45 MAXIMUM WATER/CEMENT RATIO & 5.5% AIR ENTRAINMENT
  - INTERIOR SLABS & BELOW-GRADE FOOTINGS: 3500 PSI W/ 0.5 MAX. W/C RATIO & AIR ENTRAINMENT
- CEMENT TYPE II FOR RESISTANCE TO MODERATE TO SEVERE SULFATE EXPOSURE
- DEFORMED REINFORCEMENT: ASTM A615 GRADE 60
- REINFORCEMENT SHALL BE FABRICATED AND PLACED PER ACI MANUAL OF STANDARD PRACTICE (ACI_315). AT SPLICES, LAP BARS 50 DIAMETERS UNLESS NOTED OTHERWISE.
- MINIMUM 2 #5 AROUND ALL FOUR SIDES OF ALL OPENINGS, EXTEND MIN. 2'-6 HORIZONTALLY BEYOND OPENINGS. VERTICAL BARS SHALL BE FULL HEIGHT.
- CONCRETE COVER OVER REINFORCING: 1 1/2" FOR CONCRETE PLACED AGAINST FORMS; 3" FOR CONCRETE PLACED AGAINST EARTH.
- IN CONTINUOUS MEMBERS, SPLICE TOP BARS AT MID SPAN AND BOTTOM BARS OVER SUPPORTS.
- KEEP REINFORCEMENT CLEAN AND FREE OF DIRT, OIL, SCALE. OIL FORMS PRIOR TO PLACING REINFORCEMENT.
- PLACE CONCRETE CONTINUOUSLY WITHOUT HORIZONTAL COLD JOINTS UNLESS SPECIFICALLY NOTED OTHERWISE.

STRUCTURAL STEEL & FASTENERS:
- WIDE FLANGE BEAMS: ASTM A992
- TUBE COLUMNS/BEAMS: ASTM A500, GRADE B, 46 KSI
- STANDARD PIPE COLUMNS: ASTM A 53, GRADE B
- ADJUSTABLE PIPE COLUMNS (MAXIMUM SCREW EXTENSION 2") SHALL BE 3" DIAMETER "HEAVY DUTY" SCHEDULE 40 (3.5" O.D.) COLUMNS CERTIFIED FOR 21,000 LBS. AT 7'-6".
- ATTACH WOOD NAILER PLATES TO BEAMS WITH 1/2" DIAMETER MACHINE OR CARRIAGE BOLTS AT MAXIMUM 32" O.C., OR 3/8" DIAMETER BOLTS AT 32" WITH GLUED CONTACT FACE, OR 5/32" DIAMETER POWDER ACTUATED DRIVE PINS AT 24" O.C., U.O.N.
- ANGLES, PLATES, MISC.: ASTM A36
- ANCHOR BOLTS: ASTM A307 OR A36
- CONNECTOR BOLTS: ASTM A325
- ADHESIVE ANCHORS SHALL BE NER APPROVED, INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
- NON-SHRINK GROUT BENEATH COLUMN BASE AND BEAM BEARING PLATES SHALL BE NON-METALLIC WITH MINIMUM COMPRESSIVE STRENGTH 5000 PSI.
- WELDING SHALL BE BY QUALIFIED WELDERS. E70XX ELECTRODES.
- IF APPLICABLE, ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED PER THE CURRENT EDITION OF AISC STEEL CONSTRUCTION MANUAL.

WOOD FRAMING:
- DIMENSION LUMBER IS DESIGNED AND SHALL BE SUPPLIED USING BASE VALUES DESIGN CRITERIA FOR HEM-FIR #2 AND BETTER (MAXIMUM MOISTURE CONTENT 19%) UNLESS OTHERWISE NOTED IN THE DRAWINGS
- PLATES: SILL PLATES: WOLMANIZED HEM FIR OR SOUTHERN PINE; TOP AND BOTTOM PLATES: HEM FIR
- HEM FIR STUDS U.O.N: NON-BEARING PARTITION WALLS: STUD GRADE; BEARING & EXTERIOR WALLS: NO. 2 AND BETTER
- BEAMS AND COLUMNS:DOUGLAS FIR NO. 2
- LUMBER IN CONTACT WITH CONCRETE OR MASONRY OR WITHIN 6" OF SOIL SHALL BE PRESERVATIVE-TREATED
- LAMINATED VENEER LUMBER (LVL): MANUFACTURED 1 3/4" WIDE MICROLLAMS (ML) BY TRUS JOIST OR EQUIVALENT WITH THE FOLLOWING MINIMUM PROPERTIES: FB=2,600 PSI, E=1,900,000 PSI, FV=285 PSI, DEPTH NOTED ON PLANS.
- LSL RIM JOISTS ARE 1¾" THICK LAMINATED STRAND LUMBER BY iLEVEL OR APPROVED EQUIVALENT.
- PREFABRICATED PLYWOOD WEB I-TYPE JOISTS SHALL HAVE MINIMUM PROPERTIES OF TJI JOISTS AS MANUFACTURER BY ILEVEL OR EQUIVALENT AND BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. DO NOT CUT OR NOTCH CHORDS IN ANY MANNER. HOLES IN WEBS SHALL NOT EXCEED MANUFACTURER'S PUBLISHED LIMIT CRITERIA.
- FLOOR SHEATHING: NOMINAL 3/4", APA STURD-I-FLOOR @ 24 INCH O.C. TONGUE & GROOVE GLUED AND NAILED.
- WALL SHEATHING: 1/2" CDX PLYWOOD OR 7/16" OSB, APA 24/16, BLOCKED AND NAILED. SHEATH ALL EXTERIOR WALLS AND SHEATH INTERIOR WALLS PER THE DRAWINGS.
- NAIL WALL SHEATHING WITH 8D COMMONS AT 4" O.C. AT PANEL EDGES, AND 12" O.C. INTERMEDIATE FRAMING U.N.O. BLOCK AND NAIL ALL EDGES BETWEEN STUDS. SHEATHING SHALL BE CONTINUOUS FROM BOTTOM PLATE TO TOP PLATE. CUT IN "L" AND "T" SHAPES AROUND OPENINGS. LAP SHEATHING OVER RIM JOISTS MIN. 4" AT ALL FLOORS TO TIE UPPER AND LOWER STUD WALLS TOGETHER. MINIMUM HEIGHT OF SHEATHING PANELS SHALL BE 16" TO ASSURE THAT PLATES ARE TIED TO STUDS. USE MINIMUM 3-8D PER STUD AND NAIL PLATES WITH EDGE NAIL @ 4" SPACING.
- SOLE PLATE AT ALL PERIMETER WALLS AND AT DESIGNATED SHEAR WALLS SHALL BE NAILED AS FOR BRACED PANELS WITH 3-16D X 3 1/2" LONG BOX NAILS (COATED OR DEFORMED SHANK) PER 16". 12D NAILS ARE NOT ACCEPTABLE. END STUD AT EACH DOOR JAMB, AT ALL EXTERIOR CORNERS, AND AT ENDS OF OSB SHEATHED WALL SECTIONS SHALL HAVE ONE H4 ANCHOR TO THE SOLE PLATE.
- ALL PLYWOOD AND ORIENTED STRAND BOARD (OSB) SHEATHING SHALL BE ENGINEERED GRADES WITH APA GRADE STAMP INDICATING APPROPRIATE MAXIMUM SPACING OF SUPPORTS.
- ROOF SHEATHING: MINIMUM ⅝" CDX PLYWOOD, OR 9/16" OSB, APA 32/16, NAILED.
- FASTEN WALL SHEATHING AS SPECIFIED IN SCHEDULE ON SHEET S201. BLOCK AND NAIL ALL EDGES BETWEEN STUDS. SHEATHING SHALL BE CONTINUOUS FROM BOTTOM PLATE TO TOP PLATE. CUT IN "L" AND "T" SHAPES AROUND OPENINGS. LAP SHEATHING OVER RIM JOISTS MIN. 4" AT FLOOR TO TIE UPPER AND LOWER STUD WALLS TOGETHER. MINIMUM HEIGHT OF SHEATHING PANELS SHALL BE 16" TO ASSURE THAT PLATES ARE TIED TO STUDS. USE MINIMUM 3-8D PER STUD AND NAIL PLATES WITH EDGE NAIL @ 4" SPACING.
- BLOCK AND NAIL ALL EDGES BETWEEN STUDS. SHEATHING SHALL BE CONTINUOUS FROM BOTTOM PLATE TO TOP PLATE. CUT IN "L" AND "T" SHAPES AROUND OPENINGS. LAP SHEATHING OVER RIM JOISTS MIN. 4" AT FLOOR TO TIE UPPER AND LOWER STUD WALLS TOGETHER. MINIMUM HEIGHT OF SHEATHING PANELS SHALL BE 16" TO ASSURE THAT PLATES ARE TIED TO STUDS. USE MINIMUM 3-8D PER STUD AND NAIL PLATES WITH EDGE NAIL @ 4" SPACING.
- SHEATH ALL EXTERIOR WALLS. SHEATH INTERIOR WALLS AS SHOWN ON THE DRAWINGS.
- MINIMUM NAILING SHALL COMPLY WITH IBC TABLE 2304.10.1 EXCEPT WHERE MORE OR LARGER NAILING SHOWN ON DRAWINGS.
- PRE-ENGINEERED, PREFABRICATED TRUSSES SHALL BE DESIGNED FOR THE FABRICATOR BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CONSTRUCTION, AND SHALL COMPLY WITH CODE AND THE TRUSS PLATE INSTITUTE REQUIREMENTS.
- LOWER CHORD OF GABLE END TRUSSES SHALL BE ANCHORED TO WALL PLATE WITH FRAMING ANCHORS AT 4'-0 ON CENTER AND LATERALLY BRACED TO ROOF FRAMING AT 8'-0 ON CENTER MAXIMUM SPACING, OR AS REQUIRED BY THE FABRICATOR.
- ALL ROOF RAFTERS, JOISTS, TRUSSES AND BEAMS SHALL BE ANCHORED TO SUPPORTS WITH METAL FRAMING ANCHORS. TRUSS TO TRUSS CONNECTIONS SPECIFIED BY TRUSS MANUFACTURER.
- DOUBLE JOISTS UNDER PARTITIONS WHERE JOISTS ARE PARALLEL TO PARTITIONS.
- ALL WALL STUDS SHALL BE CONTINUOUS FROM FLOOR TO FLOOR OR FROM FLOOR TO ROOF.
- CROSS BRIDGE ALL DIMENSION LUMBER ROOF AND FLOOR JOISTS AT MIDSPAN AND PROVIDE SOLID BLOCKING OR RIM JOISTS AT ALL JOIST SUPPORTS AND JOIST ENDS.
- METAL CONNECTORS: SIMPSON STRONG TIE UNLESS OTHERWISE NOTED, INSTALLED WITH NUMBER AND TYPE OF NAILS TO ACHIEVE MAXIMUM RATED CAPACITY. NOTE THAT HEAVY DUTY AND SKEWED HANGERS MAY REQUIRE SPECIAL ORDER.
- ALL BEAMS SHALL BE BRACED AGAINST ROTATION AT POINTS OF BEARING.
- UNLESS OTHERWISE INDICATED, INSTALL TWO LENGTHS OF SOLID BLOCKING X JOIST DEPTH X 12 INCHES LONG IN FLOOR FRAMING UNDER COLUMN LOADS. COLUMNS MUST HAVE A CONTINUOUS LOAD PATH TO FOUNDATION.
- LEAD HOLES FOR LAG BOLTS SHALL BE 60% TO 70% OF LAG SHANK DIAMETER IN COMPLIANCE WITH AITC CRITERIA.

GENERAL REQUIREMENTS
- THE STRUCTURAL DRAWINGS ILLUSTRATE THE COMPLETED STRUCTURE WITH ALL ELEMENTS IN THEIR FINAL POSITIONS, PROPERLY SUPPORTED AND BRACED. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PROVIDE PROPER SHORING AND BRACING AS MAY BE REQUIRED TO ACHIEVE THE FINAL COMPLETED STRUCTURE. BRACING AND SHORING DESIGN, IF REQUIRED, SHALL BE BY A COLORADO REGISTERED ENGINEER FOR THE CONTRACTOR.
- DUTY OF COOPERATION: RELEASE OF THESE CONTRACT DOCUMENTS ASSUMES FURTHER COOPERATION AMONG THE OWNER, CONTRACTOR AND DESIGN TEAM. ALTHOUGH THE ENGINEER HAS PERFORMED DESIGN SERVICES WITH DUE CARE AND DILIGENCE, PERFECTION CANNOT BE GUARANTEED. COMMUNICATION IS IMPERFECT AND EVERY CONTINGENCY CANNOT BE ANTICIPATED. THE ENGINEER DOES NOT WARRANT THAT THE DRAWINGS ARE PERFECT OR FREE OF DEFECTS. ANY AMBIGUITY OR DISCREPANCY DISCOVERED BY THE USE OF THESE PLANS SHALL BE REPORTED IMMEDIATELY TO THE DESIGN TEAM SO THAT A SOLUTION CAN BE DEVELOPED. A FAILURE TO COOPERATE THROUGH NOTIFICATION RELIEVES THE DESIGN TEAM FROM RESPONSIBILITY AND ALL CONSEQUENCES.
- OBSERVATIONS OF FOUNDATION REINFORCING OR FRAMING REQUIRED BY THE OWNER, LENDER, INSURER, BUILDING DEPARTMENT OR ANY OTHER PARTY WILL BE ACCOMPLISHED BY THE ENGINEER AT THE OWNER'S EXPENSE. AT LEAST 48 HOURS ADVANCE NOTICE IS REQUESTED.
- ALL SLABS ON GRADE SHALL BE SEPARATED FROM ADJACENT STRUCTURAL AND FINISH ELEMENTS TO ALLOW FREE MOVEMENT OF THE SLAB, UNLESS SPECIFICALLY SHOWN AND NOTED OTHERWISE.
- THE CONTRACTOR SHALL INSPECT EXISTING CONDITIONS TO VERIFY ASPECTS OF THE WORK SHOWN ON THE DRAWINGS. VARIATIONS OR DISCREPANCIES SHALL BE REPORTED TO THE DESIGN TEAM PRIOR TO PROCEEDING WITH THE WORK TO ALLOW REMEDIES TO BE DEVELOPED. MOZER-RENN STRUCTURAL SERVICE SHALL NOT BE HELD LIABLE FOR MATERIALS, LABOR OR RE-DESIGN COSTS ASSOCIATED WITH EXISTING CONDITIONS WHICH DIFFER FROM THOSE INDICATED ON THE DRAWING.
- THESE PLANS HAVE BEEN ENGINEERED FOR CONSTRUCTION AT ONE SPECIFIC BUILDING SITE. BUILDER ASSUMES ALL RESPONSIBILITY FOR USE OF THESE PLANS AT ANY OTHER BUILDING SITE. PLANS SHALL NOT BE USED FOR CONSTRUCTIONS AT ANY OTHER BUILDING SITE WITHOUT SPECIFIC REVIEW BY THE ENGINEER.
- THE FOUNDATION DESIGN SHOWN ASSUMES THAT THE OWNER/BUILDER IS AWARE OF THE RISK OF SLAB ON GRADE MOVEMENT AND HAS READ THE PREVIOUSLY REFERENCED SOILS REPORT. USE OF THESE PLANS IS INDICATION THAT THE OWNER/BUILDER ACCEPTS THE RISK OF SLAB ON GRADE CONSTRUCTION IN FINISHED AREAS. MOZER-RENN STRUCTURAL SERVICE WILL NOT BE HELD LIABLE FOR DAMAGES CAUSED BY SLAB MOVEMENT.
- THE FABRICATOR AND/OR SUPPLIER OF STRUCTURAL STEEL, PREFABRICATED WOOD TRUSSES AND PREFABRICATED FLOOR JOIST SYSTEMS SHALL SUBMIT SHOP DRAWINGS, AND THE CONCRETE SUPPLIER SHALL SUBMIT MIX DESIGNS FOR ARCHITECT AND ENGINEER REVIEW. ALLOW TEN WORKING DAYS FOR REVIEW.



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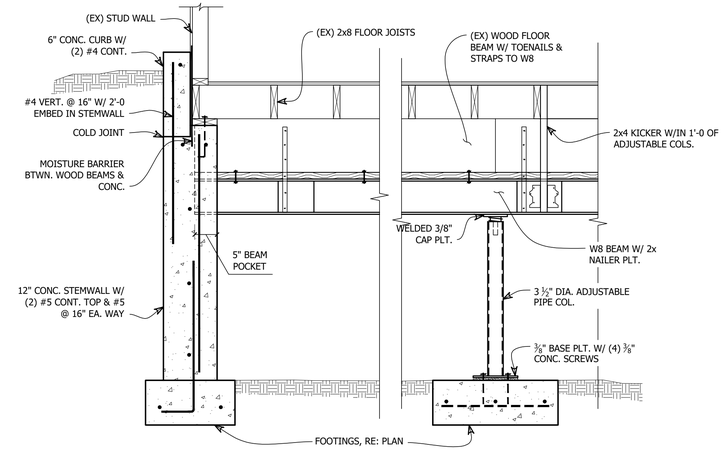
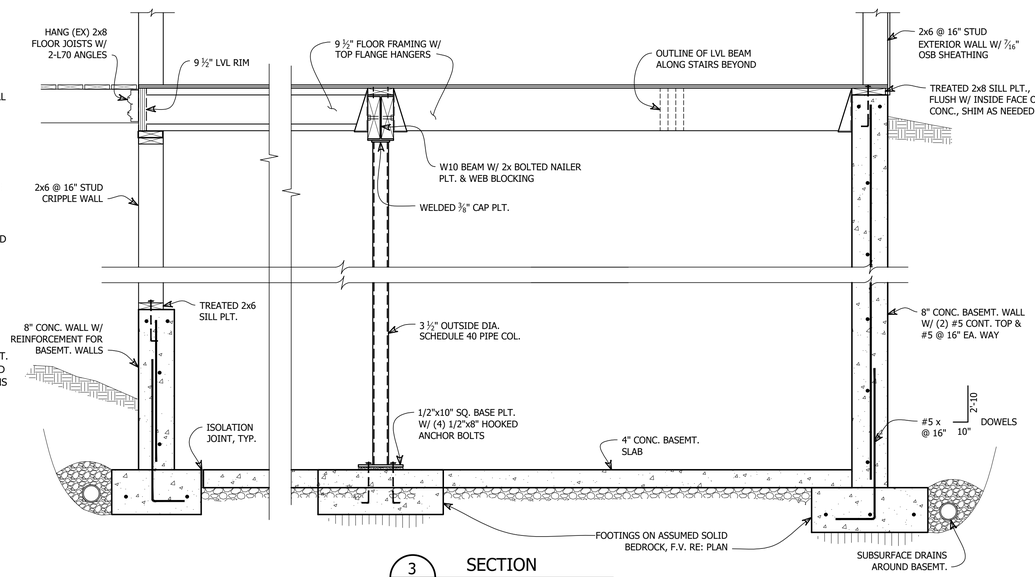


4 S400 SECTION 3/4"=1'-0"

5 S400 SECTION 3/4"=1'-0"



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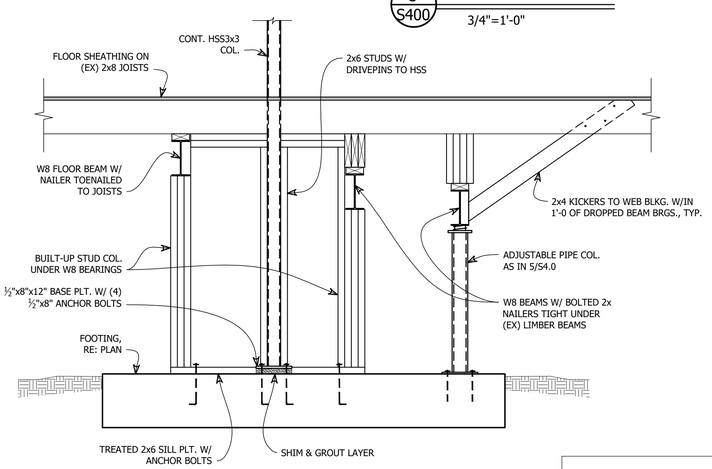

2 S400 SECTION 3/4"=1'-0"

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GENERAL NOTES & SECTIONS

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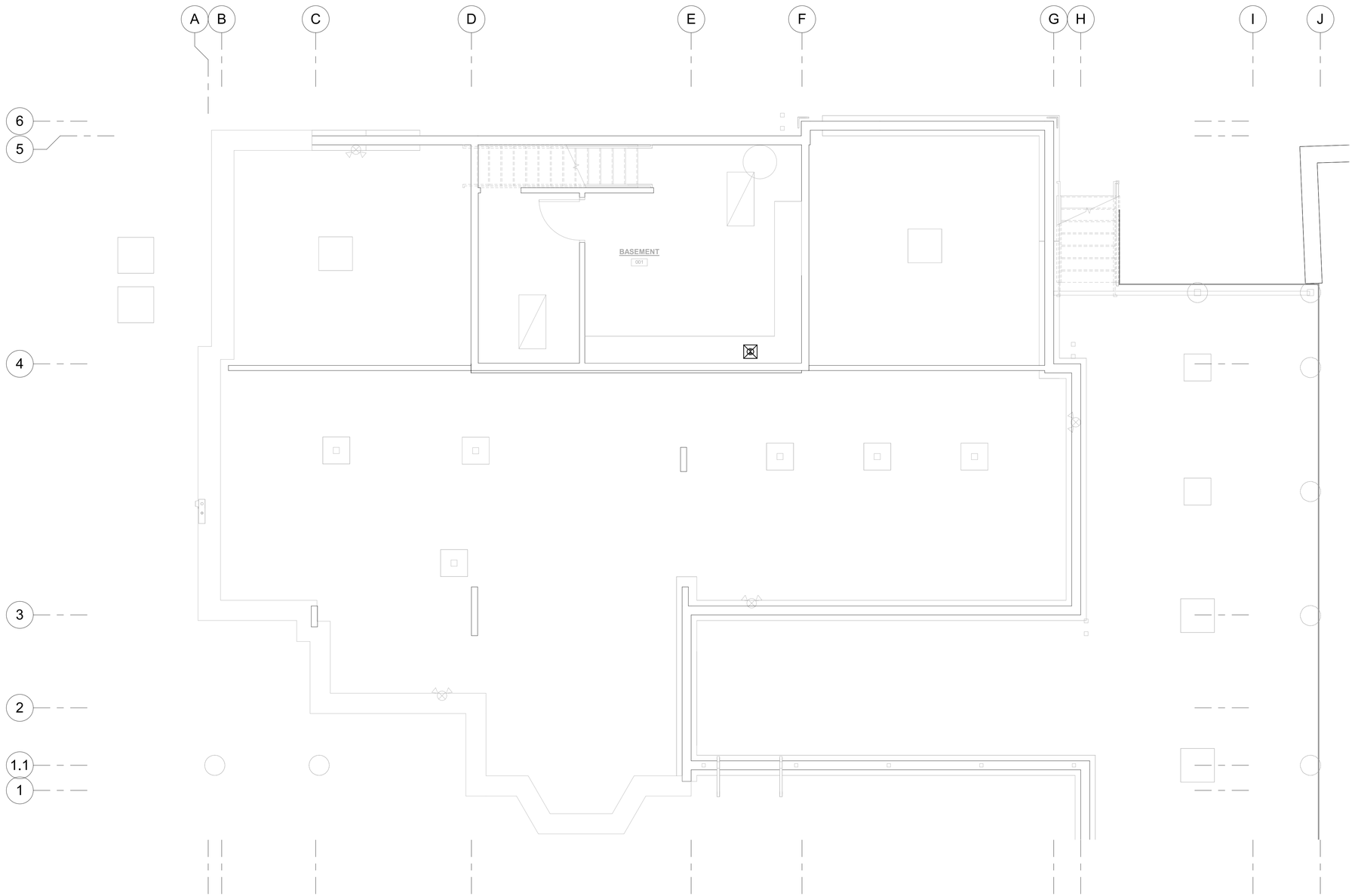

BASEMENT HVAC PLAN
1/4" = 1'-0"

GENERAL NOTES

A. FLEX DUCT MAY NOT BE USED IN EXPOSED LOCATIONS. WHERE CONCEALED, FLEX DUCT RUNS NO LONGER THAN 2', REFER TO SPECIFICATIONS.

B. GRILLES, REGISTERS & DIFFUSERS & EXPOSED DUCTWORK TO MATCH ADJACENT CEILING/STRUCTURE COLOR. WHERE CEILING IS LIGHT COLOR, MAINTAIN WHITE GRDS. WHERE CEILING/STRUCTURE IS METAL FINISH OR DARK, PAINT GRDS TO MATCH. REFER TO ARCH PLANS FOR FINISHES.

C. MECHANICAL SYSTEM IS LESS THAN 480,000 BTU/H COOLING AND 600,000 BTU/H HEATING AND IS THEREFORE NOT REQUIRED TO BE COMMISSIONED PER IECC C408.2.

DETAIL NOTES THIS SHEET

1. X

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No.	Description	Date
3	50% Design Development	3/8/23

PEH ARCHITECTS
1720 14th Street Suite 100
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303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

BASEMENT HVAC PLAN

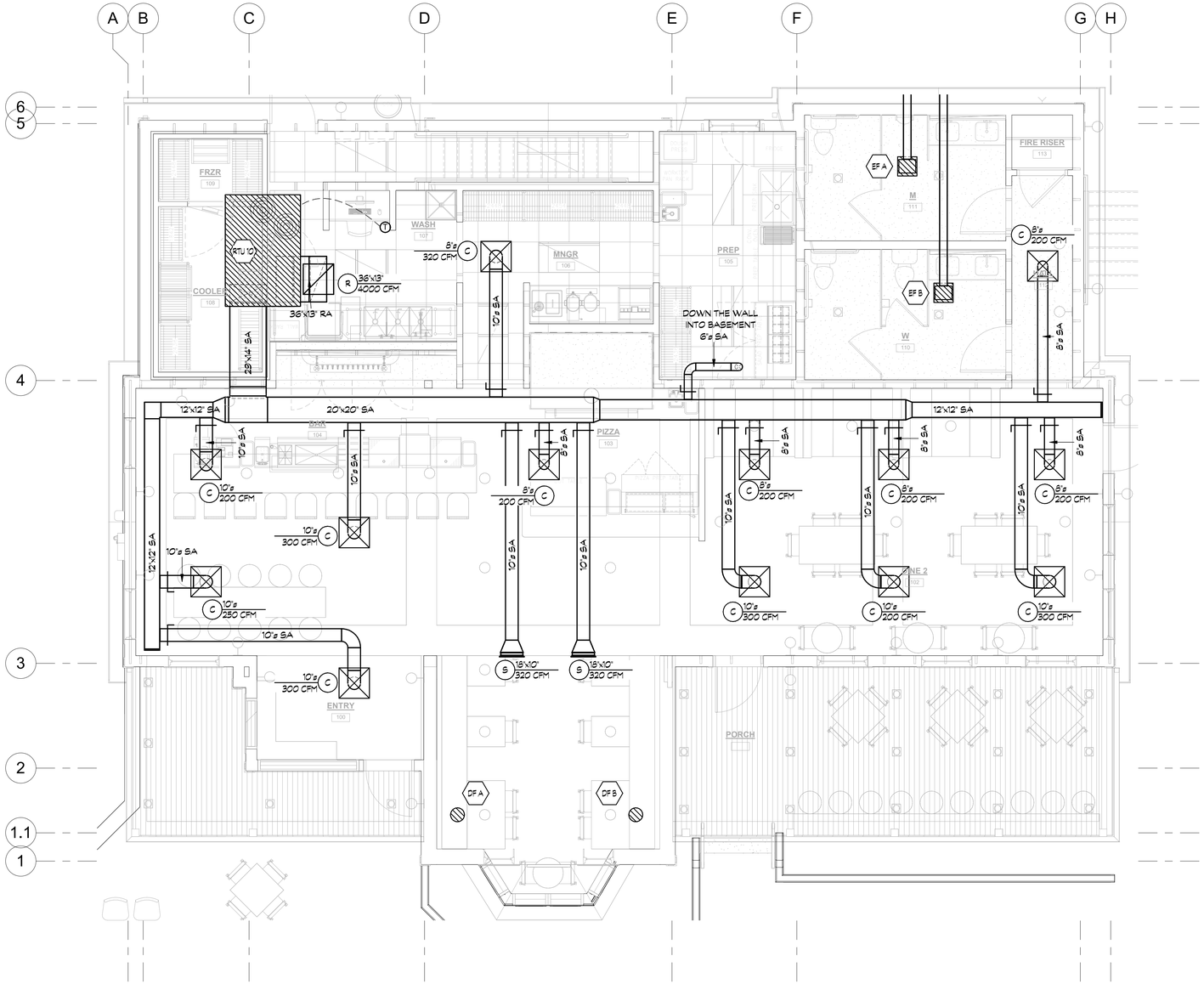
Project: 23016
Date: 03.08.2023
Drawn by: VZ
Checked by: EM

M201

3/8/2023 5:12:09 PM

DETAIL NOTES THIS SHEET

1. M2.1 DETAIL NOTES
2. XX
3. XX



FIRST FLOOR HVAC PLAN

1/4" = 1'-0"

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FIRST FLOOR HVAC PLAN

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LEGEND

- DUCT (INSIDE DIM. SIDE SHOWN INSIDE DIM. SIDE NOT SHOWN)
- SUPPLY DUCT (SECTION)
- RETURN DUCT (SECTION)
- EXHAUST DUCT (SECTION)
- ROUND DUCT, RIGID
- FLEXIBLE DUCT
- FLEXIBLE CONNECTOR
- TURNING VANES
- SUPPLY DIFFUSER (ARROWS INDICATE DISTRIBUTION)
- RETURN REGISTER / GRILLE
- MECHANICAL POINT OF CONNECTION
- FIRE DAMPER
- SMOKE AND FIRE DAMPER
- THERMOSTAT
- MANUAL BALANCING DAMPER
- MOTORIZED BALANCING DAMPER
- HWS — HOT WATER SUPPLY
- HWR — HOT WATER RETURN
- CWS — CHILLED WATER SUPPLY
- CWR — CHILLED WATER RETURN
- C — CONDENSATE
- STEAM
- GRILLE / REGISTER / DIFFUSER
- MECHANICAL EQUIPMENT
- DETAIL NOTE
- KITCHEN / MEDICAL EQUIPMENT
- SA — SUPPLY AIR
- OA — OUTSIDE AIR
- MA — MIXED AIR
- RA — RETURN AIR
- EA — EXHAUST AIR
- AD — ACCESS DOOR
- OBD — OPPOSED BLADE DAMPER
- RIS — ROUTE IN JOIST SPACE
- (E) — EXISTING TO REMAIN
- (R) — EXISTING TO BE REPLACED
- (D) — EXISTING TO BE DEMOLISHED
- DUCT DETECTOR
- REMOTE INDICATING LIGHT

GRILLE REGISTER DIFFUSER SCHEDULE

KEY	DESCRIPTION	CEIL'G	ACCESSORIES	MANUFACTURER/CAT #
C	SQUARE CEILING DIFFUSER: LOUVERED FACE, SQUAR NECK, 4 DIRECTIONS OF THROW, WHITE; SIZE AS SHOWN. UNIFORM FACE SIZE	GYP	SQ. TO ROUND FITTING AS REQUIRED RADIAL OB DAMPER	TITUS TDC1
R	GRID CORE RETURN GRILLE 1/2"X 1/2"X 1/2", ALUMINUM WHITE	GRID	SQ. TO ROUND FITTING	TITUS 50F/3

NOTES: COORDINATE DIFFUSER LOCATIONS WITH LIGHTS AND OTHER CEILING ELEMENTS

VENTILATION (IMC-2018)

SPACE NAME	SPACE TYPE	SQ FT	PEOPLE	CFM/P	CFM/ SF	Voz	Ez	Vdz	Vbz	Evz
DINING 1	RESTAURANT DINING ROOMS	384	27	7.5	0.18	340	0.8	1400	272	0.95
DINING 2	RESTAURANT DINING ROOMS	410	29	7.5	0.18	364	0.8	1400	291	0.93
HALL 2	CORRIDORS	200	0	0	0.06	15	0.8	100	12	1.04
KITCHEN	KITCHEN (COOKING)	685	14	7.5	0.12	231	0.8	900	185	0.93
BASEMENT	STORAGE ROOMS	280	0	0	0.12	42	0.8	200	34	0.98
						Vot	%OA	Vps	Vou	Ev
	SYSTEM TOTAL	1939	70			817	20%	4000	760	0.93

* RESTROOM AIR IS TRANSFERRED AND THEREFORE IS NOT INCLUDED IN THE TOTAL REQUIRED OSA QUANTITY.

NOTE: SYSTEM TOTAL IS CALCULATED USING PEAK POPULATION AND VENTILATION EFFICIENCIES AND IS THEREFORE NOT A SUM OF ALL ZONES SERVED. CALCULATION IS BASED ON ASHRAE APPENDIX A TO CALCULATE Ev FOR MULTI-ZONE.

NOTE: BALANCE AIR HANDLERS AND ROOF TOP UNITS TO 15% OUTSIDE AIR OR SYSTEM MINIMUM WHICHEVER IS GREATER.

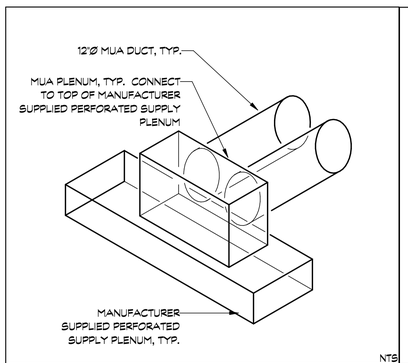
FOR RESTAURANTS ONLY: NOTE: BALANCE AIR HANDLERS AND ROOF TOP UNITS TO 15% OUTSIDE AIR, SYSTEM MINIMUM, OR OA QUANTITY IN AIR BALANCE CALCULATION, WHICHEVER IS GREATER.

Ez ZONE AIR EFFECTIVENESS
Vdz ZONE DESIGN SUPPLY
Vbz UNUSED OA TO BREATHING AREA
Voz UNUSED OA REQUIRED TO ZONE
Evz ZONE VENTILATION EFFICIENCY (APP A)
Vps PRIMARY SYSTEM AIR FLOW
Vou UNCORRECTED OA
Vot MIN OA REQUIRED FOR SYSTEM
Ev SYSTEM VENTILATION EFFICIENCY

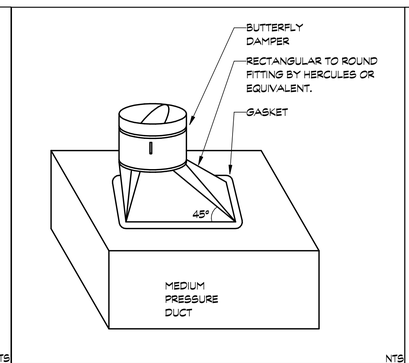
HVAC SCHEDULE

KEY	UNIT TYPE	DESCRIPTION	HEAT'G	COOL-G	FLOW	PRES.	WEIGHT	PWR	VOLT	MANUFACTURER/CAT. #
MUA 1	MAKE UP AIR UNIT	DIRECT FIRED, 12"DEEP EVAP COOLER DOWN DISCHARGE,MODULATING BURNER, DUCT STAT WITH ROOM OVERRIDE STAT, ROOF CURB, CONTROL STATION 2" FILTERS	500 MBH		4200	0.6" ESP	1500 LBS	3 HP	208/3	REZNOR ADF 500
VF 1A,B RAD	VENTILATION EXHAUST FAN	SINGLE SPEED VENTILATION/ EXHAUST FAN, BACKDRAFT DAMPER, DC MOTOR, ENERGY STAR, HORIZONTAL / VERTICAL, INTERMITTENT OPERATION, 4" OVAL TO 3'Ø ROUND ADAPTER (FV-V543R), RADIATION DAMPER (UL 555C)			80 CFM	0.25"		7.2 W	120/1	PANASONIC FV-05-10VS1 PC-RD05C5 AIR CYCLER SMART EXAUST ROCKER SWITCH
RTU 10	ROOFTOP UNIT	GAS HEATING, DX COOLING, SETBACK T-STAT, ECONOMIZER / BAR, RELIEF W/MIN 15% O.A., HAIL GUARD, 12.5 EER	200 MBH	10 TON (NOM)	4000 CFM	0.5"	1608	52.6 MCA	208/3	TRANE YHC-120
DF 1	DESTRATIFCATION FAN	FREE HANGING AIR PEAR THERMAL EQUALIZER, 1000 RPM, UP TO 12' MOUNTING HEIGHT, 500 SQ FT MAX COVERAGE, FAN SPEED CONTROLLER (EC-MOD), COORD. FINISH WITH ARCHITECT			318 CFM		9 LBS	0.12 A	120/1	AIRUS A-10-EC-STD-120
								-	240/1	
								-	240/1	

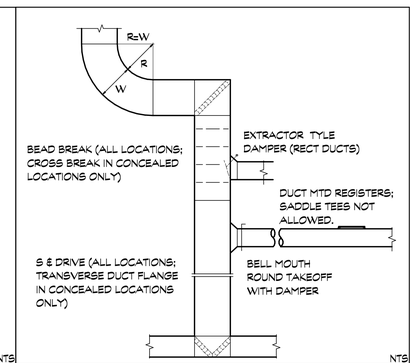
NOTES: * BASE ASSUMPTION IS FOR ALL KITCHEN HOOD PACKAGE TO BE PROVIDED BY M.C. M.C. TO PROVIDE DEDUCT ALTERNATE PRICE FOR KITCHEN VENDOR TO PROVIDE. COORDINATE WITH G.C./KITCHEN VENDOR
* M.C. IS RESPONSIBLE FOR ALL ANCILLARY EQUIPMENT AND DUCTWORK NEEDED TO CONNECT EQUIPMENT.
IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE ELECTRICAL CHANGES DUE TO EQUIPMENT SUBSTITUTIONS WITH EC.



MUA PLENUM DETAIL #



DUCT TAKEOFF DIAGRAM #



LOW PRESSURE DUCT CONNECTIONS #

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

MECHANICAL DETAILS & SCHEDULES

Project: 23016
Date: 03.08.2023
Drawn by: VZ
Checked by: EM

M300

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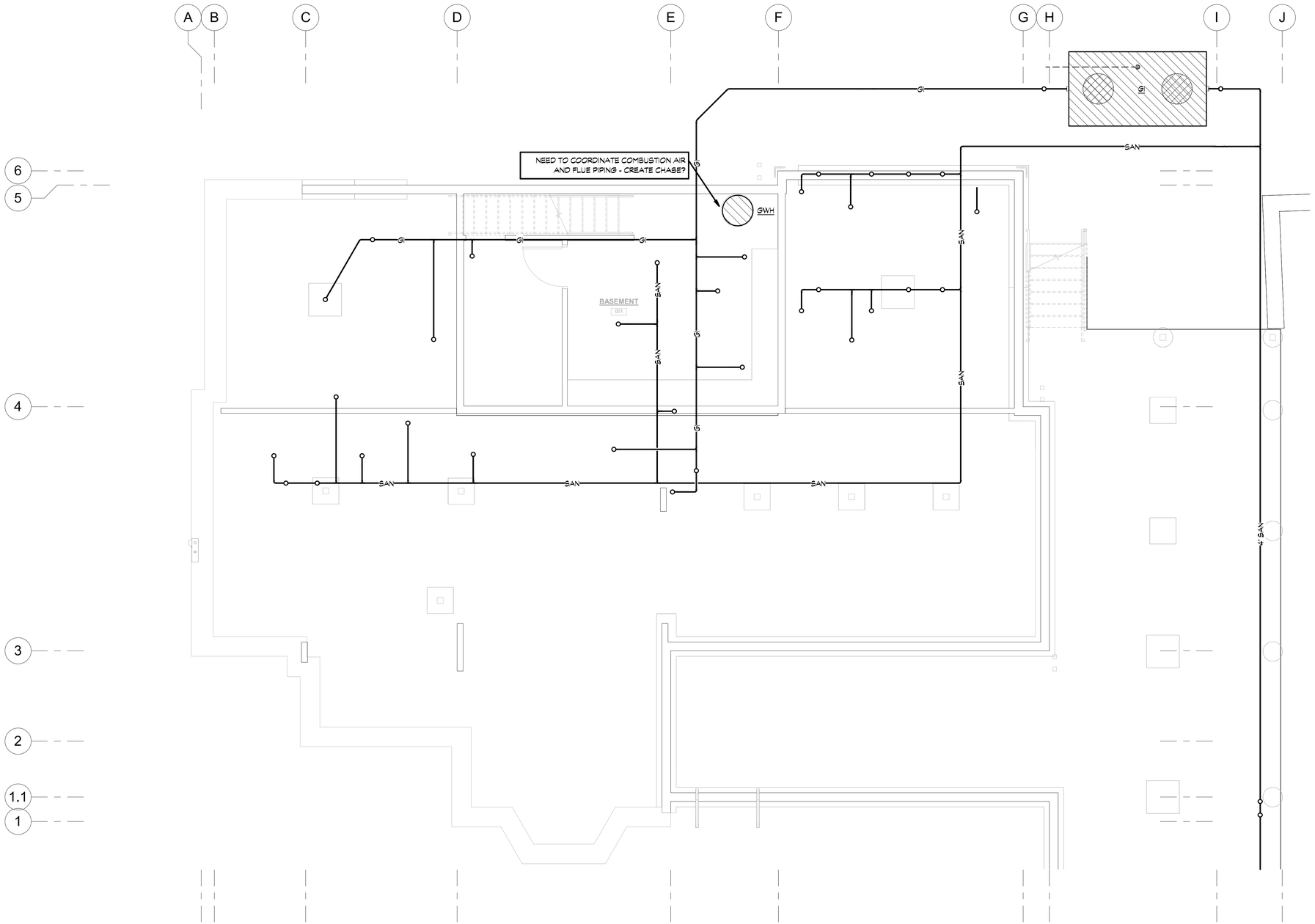

BASEMENT SEWER PLAN
1/4" = 1'-0"

GENERAL NOTES

A. FIELD VERIFY ALL PLUMBING SYSTEMS, PIPE SIZES, LOCATIONS, ROUTING AND SERVICE IN THE AREA OF WORK PRIOR TO THE START OF ANY WORK.

B. REFER TO SCHEDULES, DIAGRAMS AND ISOMETRIC DIAGRAMS FOR ALL PIPE SIZES NOT SHOWN ON PLAN.

C. FIELD COORDINATE ALL EQUIPMENT LOCATIONS AND PIPE ROUTINGS WITH ALL STRUCTURAL, HVAC, LIGHTS AND ALL OTHER DISCIPLINES PRIOR TO BEGINNING WORK.

D. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANY AND ALL CUTTING AND PATCHING AS REQUIRED TO ACCOMMODATE HIS/HER WORK, COORDINATE LOCATIONS WITH GENERAL CONTRACTOR.

E. PLUMBING CONTRACTOR TO COORDINATE INSTALLATION HEIGHTS WITH KITCHEN PLANS PRIOR TO ROUGH-IN. MAKE CONNECTION TO EQUIPMENT AS PER KITCHEN SCHEDULE ON P300.

F. WATER, SEWER, GAS AND ELECTRICAL CONDUITS MUST FIT WITHIN WALLS. CONFLICTS WITH OTHER TRADES MUST BE COORDINATED OR WORK WILL BE REDONE.

G. COORDINATE ALL ACCESS PANEL LOCATIONS FOR VALVES, SHOCK ARRESTORS, AIR ADMITTANCE VALVES AND ALL OTHER PLUMBING COMPONENTS INVOLVING ACCESS WITH ARCHITECT.

H. NOT ALL ISOLATION VALVES SHOWN ON PLANS. PROVIDE ISOLATION VALVES ON ALL DOMESTIC WATER BRANCH PIPING. COORDINATE ANY AND ALL ACCESS PANELS WITH ARCHITECT.

I. EQUIPMENT GAS CONNECTION SIZE PER PLANS OR SAME AS APPLIANCE SIZE, WHICHEVER IS LARGER. TRANSITION DOWNSTREAM OF ALL SHUTOFFS AND REGULATORS AS CLOSE TO APPLIANCE AS POSSIBLE WHEN PLANS CALL FOR LARGER THAN APPLIANCE.

J. EXPOSED SEWER PIPING (TRAPS & INDIRECT DRAINS) MUST BE COPPER, EXCEPT FOR SODA MACHINES (PVC OK). RE: PROJECT SPECS.

DETAIL NOTES THIS SHEET

1. EXTEND AND CONNECT NEW SANITARY WASTE TO CIVIL POINT OF CONNECTION (POC) IN AREA SHOWN. PROVIDE 2-WAY CLEANOUT AT SANITARY WASTE/SEWER JUNCTION AT EXTERIOR OF BUILDING. FIELD VERIFY EXACT LOCATION AND INVERT ELEVATION AT POINT OF CONNECTION.

2. GREASE INTERCEPTOR IN LOCATION SHOWN.

3. ROUTE VENT PIPING BELOW GRADE FROM GREASE INTERCEPTOR TO BUILDING EXTERIOR. ROUTE VENT PIPING ABOVE GRADE MINIMIM OF 24', COMBINE INTO SINGLE 3" VENT AND ROUTE ALONG BUILDING EXTERIOR TO ROOF LEVEL. PROVIDE CLEANOUT AT BASE OF EACH VENT RISER.

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

BASEMENT SEWER PLAN

Project:	23016
Date:	03.08.2023
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P201

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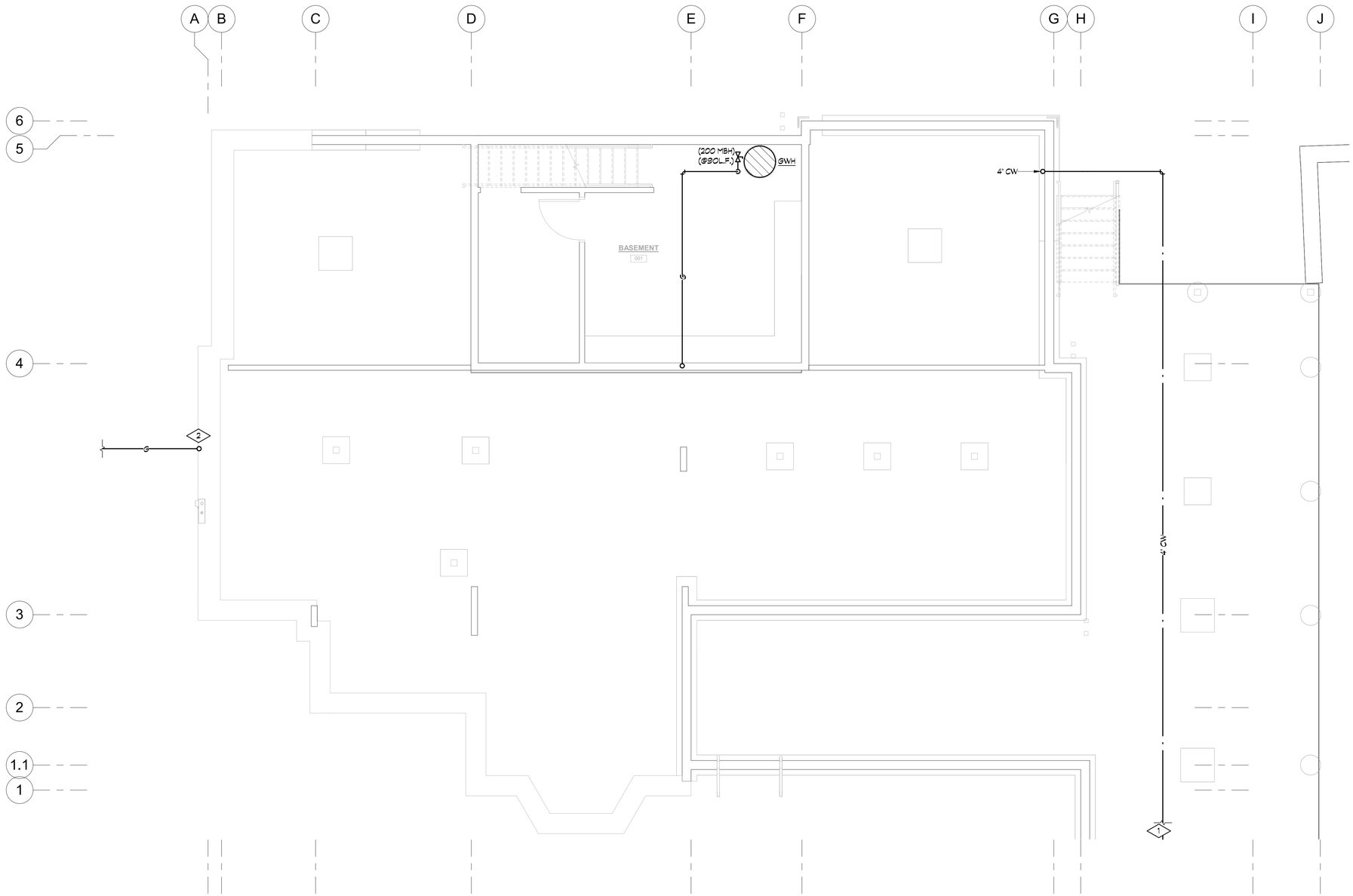

BASEMENT PIPING PLAN
1/4" = 1'-0"

DETAIL NOTES THIS SHEET

1. EXTEND AND CONNECT NEW DOMESTIC COLD WATER PIPING TO CIVIL POC. FIELD VERIFY EXACT LOCATION AND CONNECTION. BASIS OF DESIGN IS EXTERIOR METER PIT WITH X" TAP/METER ASSEMBLY WITH INCREASE IN SERVICE SIZE TO Y" AT A POINT 50' DOWNSTREAM OF METER FULL LENGTH TO BUILDING WATER ENTRY.

2. COORDINATE WITH LOCAL UTILITY COMPANY FOR T.W.C. GAS SERVICE. FIELD VERIFY EXACT METER PLACEMENT WITH UTILITY PROVIDER, NOTIFY ENGINEER IF METER IS RELOCATED FROM LOCATION SHOWN. REGULATORS MUST BE INSTALLED AT APPLIANCES PRIOR TO GAS BEING TURNED ON.

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

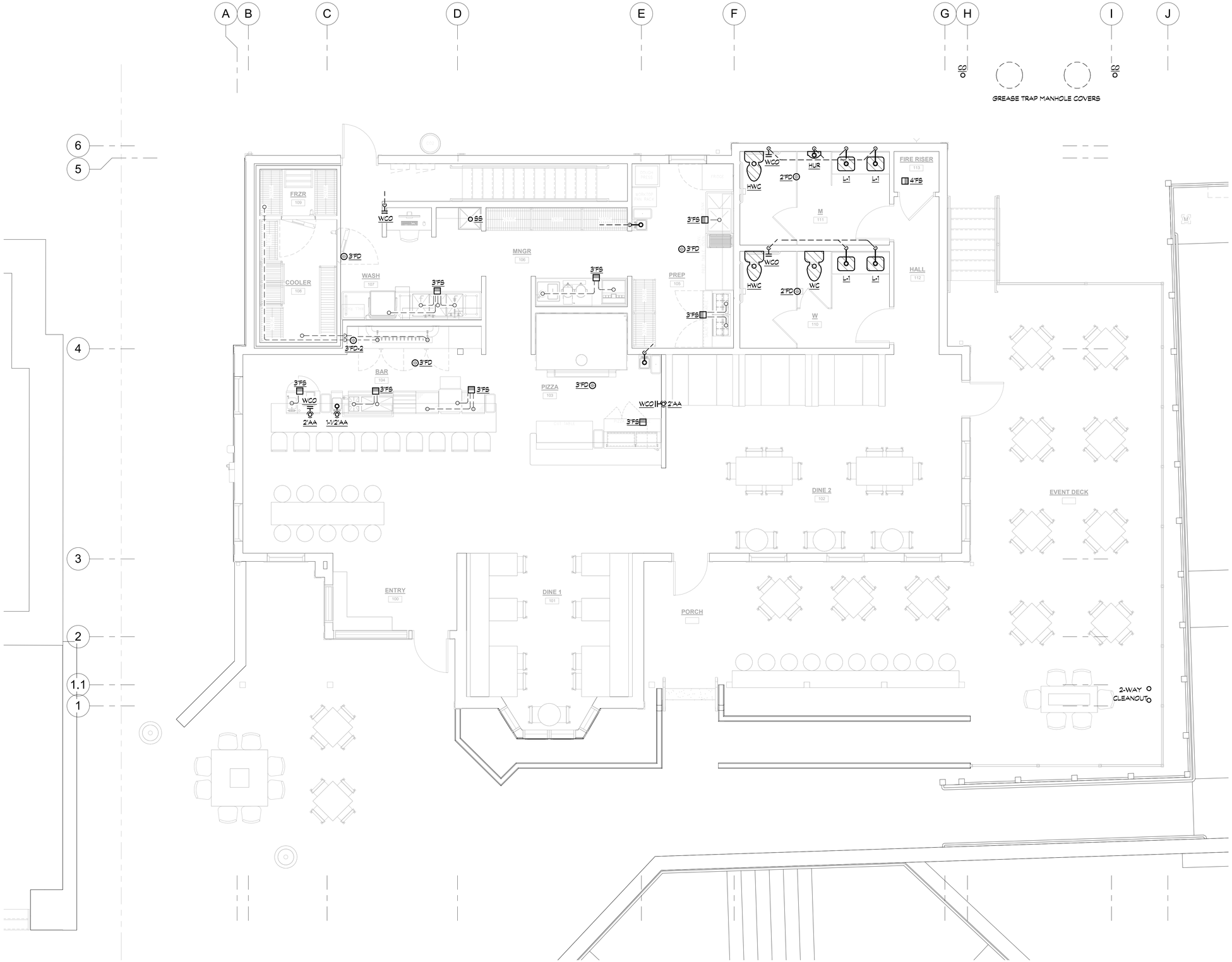
BASEMENT PIPING PLAN

Project:	23016
Date:	03.08.2023
Drawn by:	TB
Checked by:	EM

P202

DETAIL NOTES THIS SHEET

1. P2.1 DETAIL NOTES
2. XXX
3. XXX



FIRST FLOOR SEWER PLAN

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FIRST FLOOR SEWER PLAN

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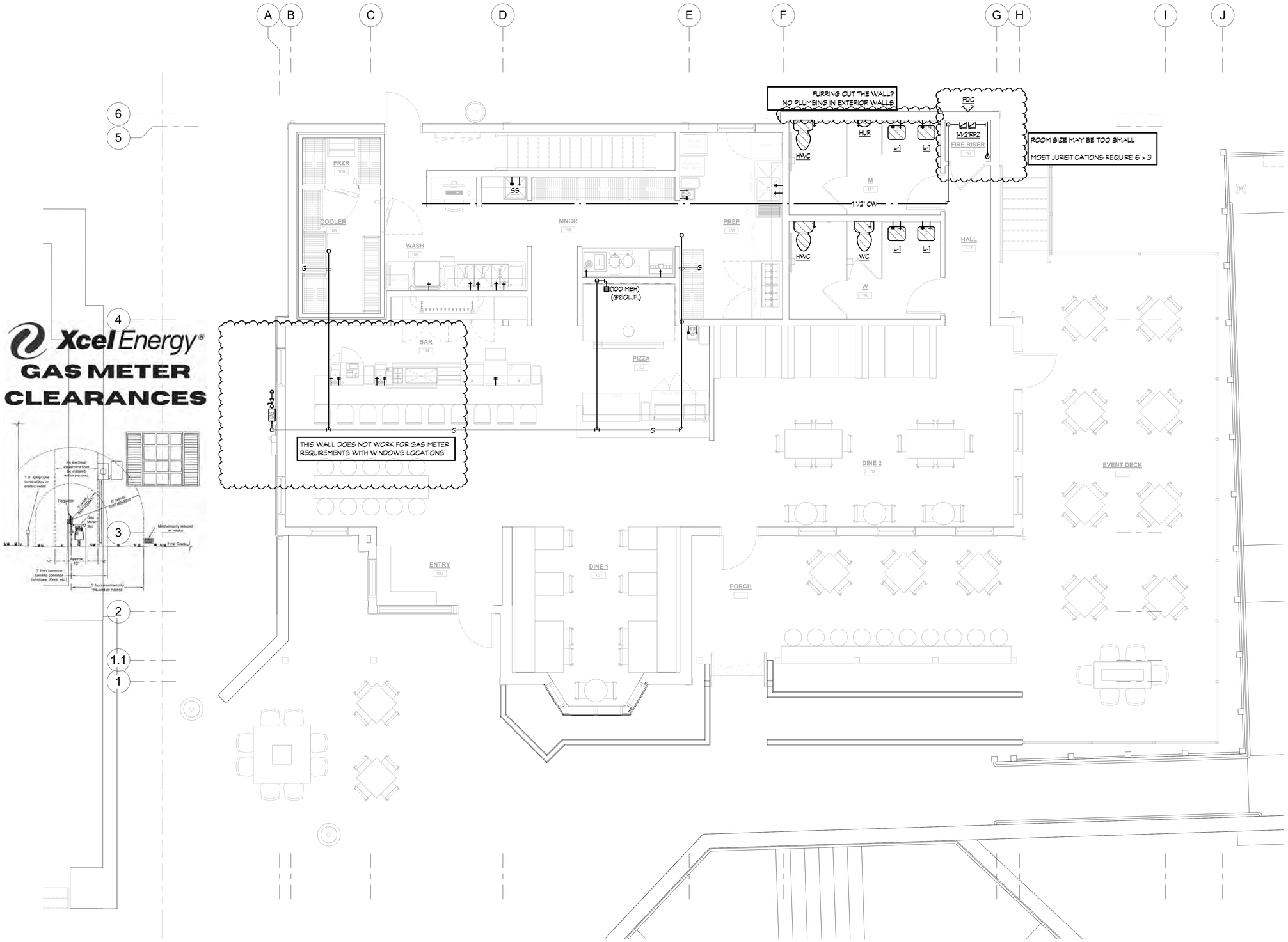
DETAIL NOTES THIS SHEET

1. P2.2 DETAIL NOTES
2. XXX
3. XXX



FIRST FLOOR PIPING PLAN

1/4" = 1'-0"

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FIRST FLOOR PIPING PLAN

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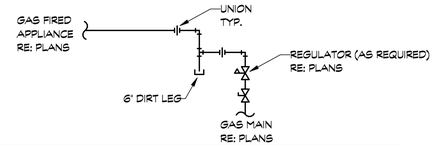
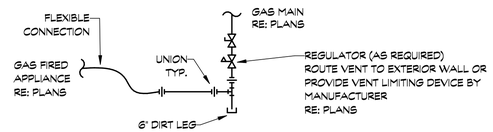
LEGEND

- STORM - ABOVE FLOOR
- STORM - BELOW FLOOR
- SANITARY - ABOVE FLOOR
- SANITARY - BELOW FLOOR
- G — SANITARY TO GREASE
- CV — CIRCUIT VENT
- CWSV — COMBINATION WASTE AND VENT
- WV — WET VENT
- V — SANITARY VENT
- CW — DOMESTIC COLD WATER
- HW — DOMESTIC HOT WATER
- HWC — DOM. HOT WATER, RECIRCULATING
- G — GAS
- FS — FIRE SPRINKLER
- HWS — HOT WATER SUPPLY
- HWR — HOT WATER RETURN
- CWS — CHILLED WATER SUPPLY
- CWR — CHILLED WATER RETURN
- C — CONDENSATE
- S — STEAM
- PLUMBING POINT OF CONNECTION
- RISER UP
- RISER DOWN
- BALL VALVE
- BUTTERFLY VALVE
- GATE VALVE
- GAS COCK (GAS ONLY)
- BALANCING COCK
- CIRCUIT SETTER
- CHECK VALVE
- PRESSURE REDUCING VALVE
- HOSE BIBB/SILL COCK
- FLOOR DRAIN
- FLOOR SINK
- ROOF DRAIN
- UNION
- FLEXIBLE CONNECTOR
- THERMOMETER
- PRESSURE GAUGE
- STRAINER
- FIRE DEPARTMENT CONNECTION
- WATER METER
- GAS — GAS METER
- MECHANICAL EQUIPMENT
- DETAIL NOTE
- KITCHEN / MEDICAL EQUIPMENT
- A — COMPRESSED AIR
- VAC — VACUUM
- O2 — OXYGEN
- N2 — NITROUS OXIDE
- (E) — EXISTING TO REMAIN
- (ER) — EXISTING TO BE REPLACED
- (ED) — EXISTING TO BE DEMOLISHED
- NC — NORMALLY CLOSED

- REFER TO PLANS FOR PIPE SIZES NOT SHOWN
- REDUCE AT APPLIANCE CONNECTION AS REQUIRED



TYPICAL EXTERIOR EQUIPMENT CONNECTION

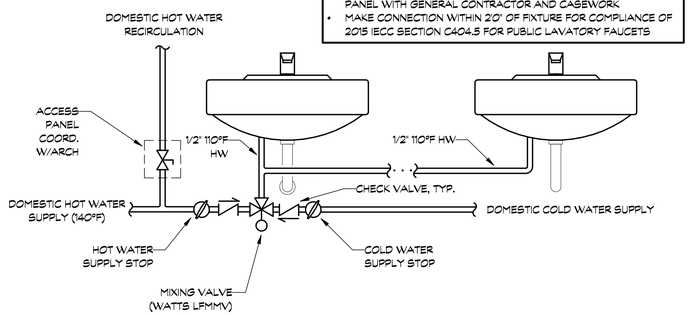


TYPICAL INTERIOR EQUIPMENT CONNECTION

NTS

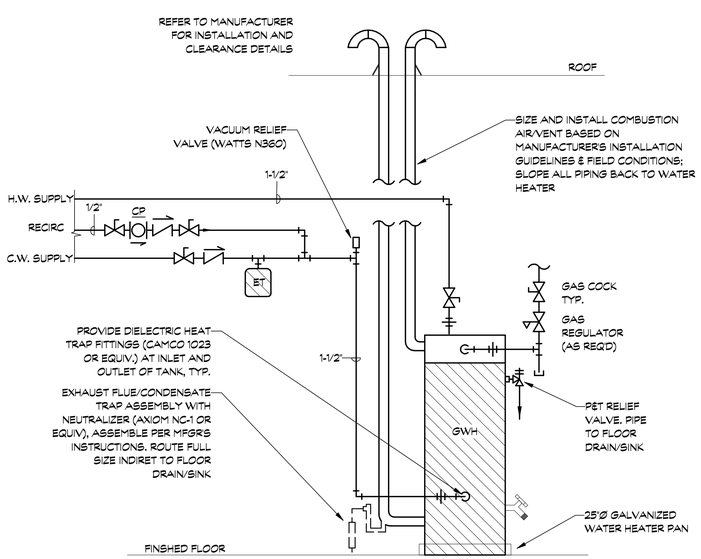
GAS EQUIPMENT CONNECTION DIAGRAM

- FIELD COORDINATE BALANCING VALVE LOCATION AND ACCESS PANEL WITH GENERAL CONTRACTOR AND CASEWORK
- MAKE CONNECTION WITHIN 20' OF FIXTURE FOR COMPLIANCE OF 2015 IECC SECTION C404.5 FOR PUBLIC LAVATORY FAUCETS



NTS

MIXING VALVE DIAGRAM (IECC 2015)



- ALL PIPING TO BE 1-1/2" UNLESS OTHER INDICATED
- SET TANK TEMPERATURE TO 140°F

NTS

GAS FIRED WATER HEATER DIAGRAM

PLUMBING FIXTURE SCHEDULE

KEY	DESCRIPTION	FITTINGS/ACCESSORIES	MANUFACTURER/CATALOG #
WC	WATER CLOSET, TANK TYPE, FLOOR MOUNTED, SIPHON JET, ELONGATED BOWL, 1.28 GPF, 14-5/8" RIM HEIGHT, 12" ROUGH-IN	OPEN FRONT WHITE PLASTIC SEAT	TOTO CST744E (ECO DRAKE), SC534
HWC	HANDICAP WATER CLOSET, TANK TYPE, FLOOR MOUNTED, SIPHON JET, ELONGATED BOWL, 1.28 GPF, 16.5" RIM HEIGHT, 12" ROUGH-IN	OPEN FRONT WHITE PLASTIC SEAT	TOTO CST744EL (ECO DRAKE), SC534
HUR	HANDICAP URINAL, WALL HUNG, 0.125 GPF, VIT CHINA, COORDINATE RIM HEIGHT W/ARCH	ELECTRONIC INFRARED SENSOR FLUSH VALVE (EXPOSED), HYDRO-POWER W/ BATTERY BACKUP NICKEL CHROME PLATED, 0.125 GPF, 3/4" SUPPLY	TOTO UT105U TOTO TEUJUA12#CP
L-1	COUNTERTOP LAVATORY, OVAL, VITREOUS CHINA, SINGLE HOLE, WHITE, SELF RIMMING	ELECTRONIC INFRARED SENSOR METERING FAUCET, 1.0 GPM, HYDRO-SELF-POWERED W/BATTERY BACKUP, SINGLE SUPPLY, OFFSET TAILPIECE, INSULATED DRAIN PIPING, PERFORATED STRAINER	TOTO LT501 TOTO TELF101-D10E
SS	SERVICE SINK, FLOOR MOUNTED MOLDED STONE 24"X24"X10"	FAUCET WITH VAC.BREAKER,INTEGRAL CHECK VALVES AND SUPPLY STOPS, FLAT SST STRAINER	FIAT MSB2424 CHICAGO FAUCET 897-CCP
RPZ	REDUCED PRESSURE BACKFLOW PREVENTER	STRAINER, SHUTOFF VALVES, AIR GAP	WATTS 009QTS, 909AG
AA	AIR ADMITANCE VALVE	LOCATE UNDER SINK	STUDOR VENT MINI-VENT
SA	SHOCK ABSORBER		JOSAM 7500-S
FD-1	FLOOR DRAIN, ADJUSTABLE CAST IRON SUMP	ROUND NIKALOY STRAINER, INLINE TRAP SEAL	JOSAM 30000A SURE SEAL
FD-2	FLOOR DRAIN, ADJUSTABLE CAST IRON SUMP	ROUND NIKALOY STRAINER WITH CONDENSATE FUNNEL, INLINE TRAP SEAL	JOSAM 30000A-F4 SURE SEAL
FS	FLOOR SINK, PORCELAIN ENAMELLED, 12"X12"X8"	HALF GRATE, CHLORALLOY MEMBRANE (EXCEPT IN SLAB ON GRADE)	JOSAM 49340A
CO	FLOOR CLEANOUT, CAST IRON HOUSING	ROUND NIKALOY TOP (SUBSTITUTE SQUARE TOP (1-SQ) IN TILED AREAS, CARPET MARKER (1-14) IN CARPETED AREAS)	JOSAM 55000-1
WCO	WALL CLEANOUT	STAINLESS STEEL ACCESS COVER (JOSAM 58600)	JOSAM 58910-19
GI	CONCRETE GREASE TRAP, 1500 GALLON	TOP COVER RATED FOR TRAFFIC, GASKETED COVER/MANHOLES	VAUGHN CONCRETE 1500VAUGHN
GWH	GAS FIRED WATER HEATER, POWER/DIRECT VENT 200MBH, 100 GAL CAPACITY, 235 GPH @ 100F, FOAM INSULATION, 97% EFFICIENCY	P&T RELIEF	STATE SUF100-199NE
CP	DOMESTIC RECIRC PUMP, IN-LINE, BRONZE, 1/2" UNION CONNECTION, INTEGRAL CHECK VALVE, 88W, 120V/1; 2 GPM @ 13'H	AUTO TIMER KIT	GRUNDFOS UP 15-18 BUC5
ET	DIAPHRAGM EXPANSION TANK, 4.4 GALLONS		AMTROL ST-12
NOTES:	PC IS RESPONSIBLE FOR ALL ANCILLARY EQUIPMENT AND FITTINGS (STOPS, FLEXIBLE TUBING, ESCUCHEONS, ETC.) NEEDED TO CONNECT FIXTURES		

KITCHEN EQUIPMENT PLUMBING SCHEDULE

KEY	DESCRIPTION	CONNECTION		WASTE		GAS		COMMENTS
		CW	HW	IW	DW	SIZE	MBH	
	HAND SINK							
	PREP SINK							
	DUMP SINK							
	ICE MACHINE							
	GLASS WASHER							
	3-COMP SINK							
	DISHMACHINE							
	SODA MACHINE							
	DRAINBOARD							
	BEER TAPS							
	PIZZA OVEN							

NOTES:
*COORDINATE ALL ROUGH-IN HEIGHTS AND LOCATIONS WITH KITCHEN VENDOR AND/OR OWNER.
** PROVIDE GAS PRESSURE REGULATOR (MAXITROL RV) FOR 14" W.C. IF APPLIANCE IS NOT RATED FOR 14"W.C. MAXIMUM PRESSURE OR IF REQUIRED BY LOCAL UTILITY COMPANY

Hot Water Demand Tank Type Calculation

Plumbing Fixture	Water Usage (GPH)	# of fixtures	Max GPH per type of fixture
3-COMP SINK(24x17x10)	26	1	26
SINGLE COMP SINK(24x24x10)	12	1	12
DISHMACHINE	50	1	50
GLASSWASHER	30	1	30
MOP SINK	7	1	7
HAND SINK	5	3	15
DUMP SINK	5	1	5
LAV	5	4	20
Sub Total water GPH required by all fixtures			166
Altitude Adjusted Total GPH	8,160'	1.3264	220
Efficiency Adjusted BTU	97%		189,040
Make: Model, BTU/H	STATE: SUF100-199NE, 199MBH		

GREASE INTERCEPTOR SIZING
IPC COMMENTARY 1003.3 EXAMPLE #3 METHOD

Plumbing Fixture	Water Usage (GPH)	Water Usage (GPM)	Number of fixtures	Water Usage per Fixture Type
3-Compartment Sink		22	1	22
1-Compartment Prep Sink		12	1	12
Service Sink		5	1	5
			Total Effluent Flow Rate (GPM)	39.5
			Retention Time (Minutes)	30
			Storage Factor	1.25
			Total Volume Required (Gallons)	**1483**

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No.	Description	Date
3	50% Design Development	3/8/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

PLUMBING DETAILS & SCHEDULES

Project: 23016
Date: 03.08.2023
Drawn by: TB
Checked by: EM

P300

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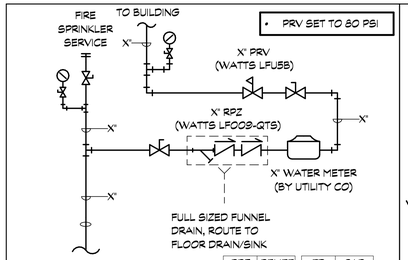


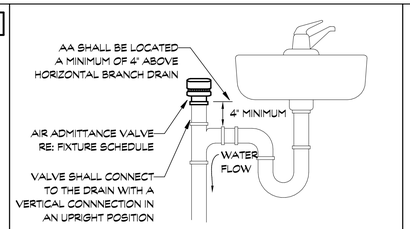
- PRV SET TO 80 PSI

RPZ SIZE	RELIEF GPM
3/4"	31
1"	35
1-1/2"	75
2"	155
3"	230

FD SIZE	CAP. GPM
2"	55
3"	112
4"	170
5"	350
6"	450

NTS

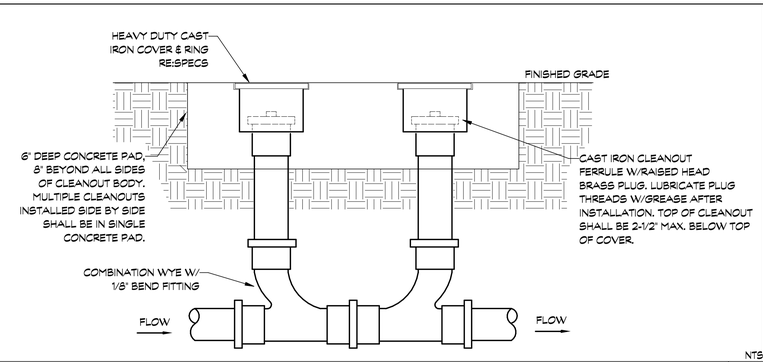
COLD WATER PIPING DIAGRAM #



INSTALLATION OF ALL AIR ADMITTANCE VALVES SHALL COMPLY WITH SECTION 917 OF THE INTERNATIONAL PLUMBING CODE. AIR ADMITTANCE VALVES ARE NOT PERMITTED TO SERVE FIXTURES ON OTHER FLOORS. ACCESS SHALL BE PROVIDED TO ALL AIR ADMITTANCE VALVES. THE VALVE SHALL BE LOCATED WITHIN A VENTILATED SPACE THAT ALLOWS AIR TO ENTER THE VALVE. COORDINATE ANY ACCESS PANEL(S) WITH G.C. AND ARCH

NTS

AIR ADMITTANCE VALVE DIAGRAM #



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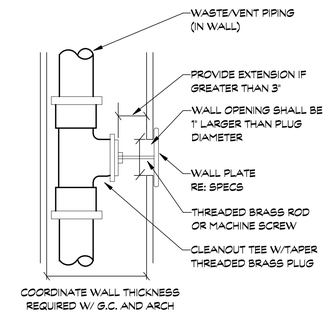
TWO-WAY CLEANOUT DIAGRAM #



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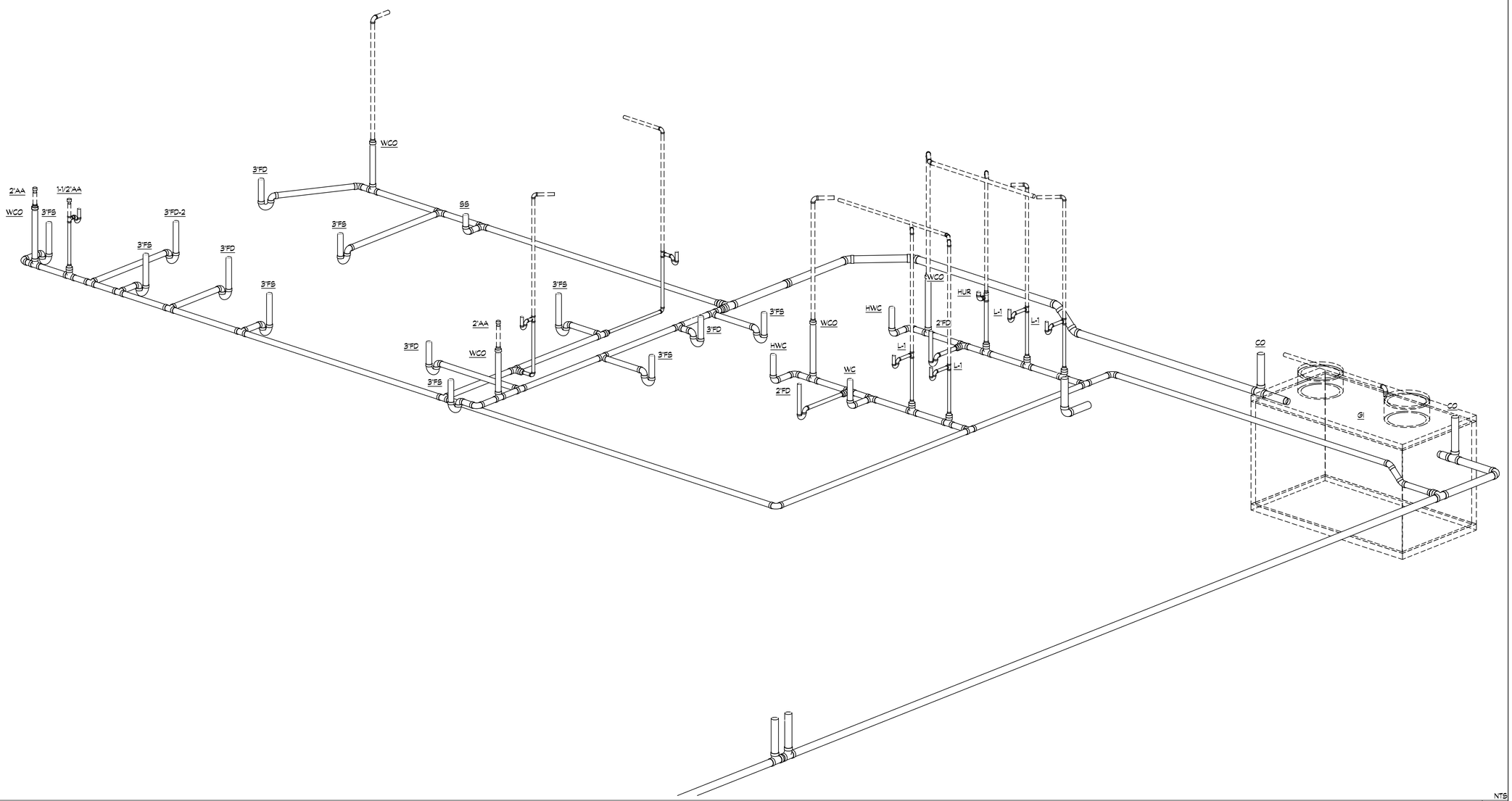
WALL CLEANOUT DIAGRAM #



NTS

DWV ISOMETRIC DIAGRAM #

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

PLUMBING DETAILS

Project: 23016
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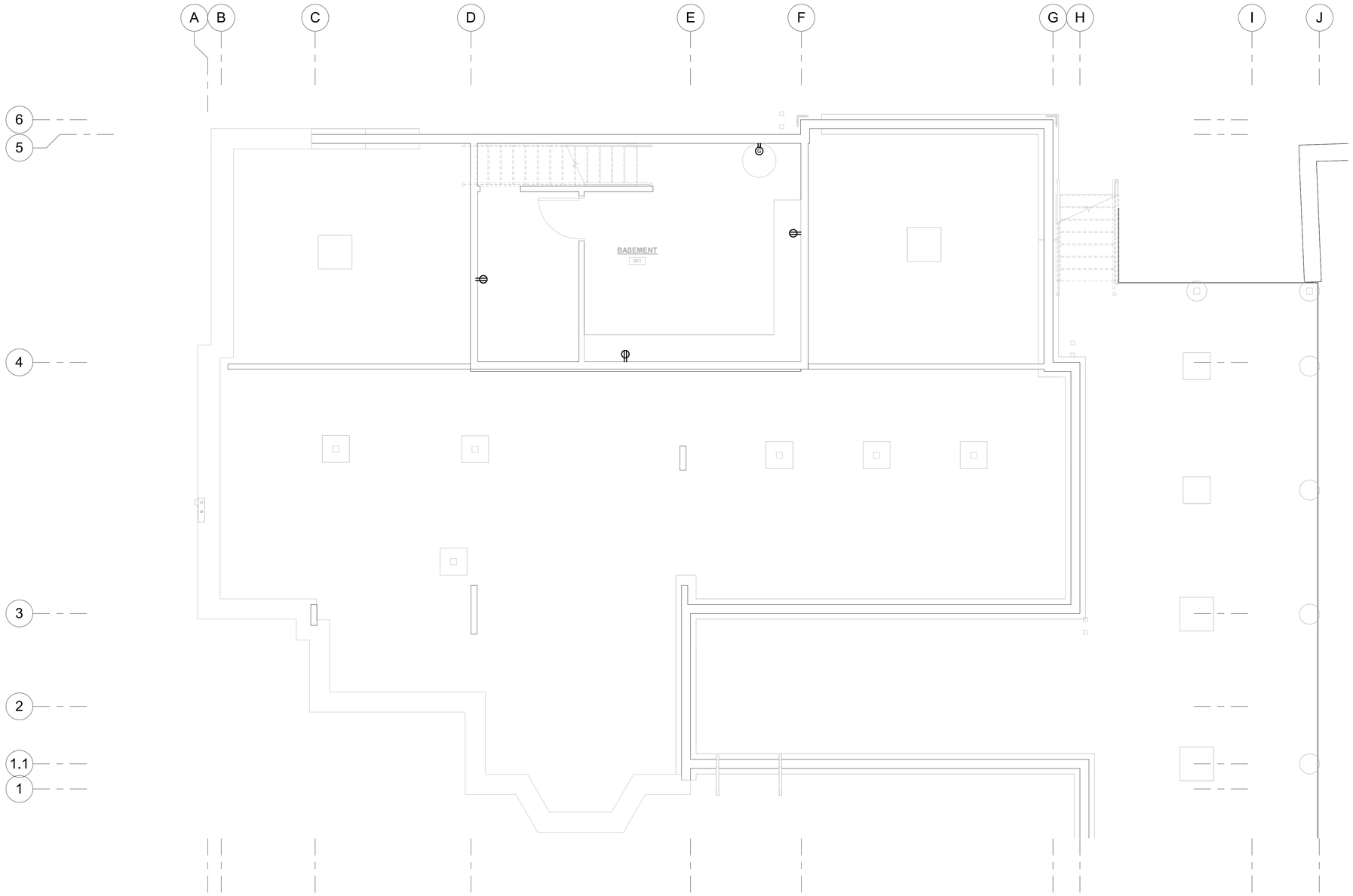

BASEMENT POWER PLAN
1/4" = 1'-0"

GENERAL NOTES

A. ELECTRICAL CONDUITS, WATER, SEWER AND GAS LINES MUST FIT WITHIN WALLS. CONFLICTS WITH OTHER TRADES MUST BE COORDINATED OR WORK WILL BE REDONE.

B. GFCI PROTECTION: BASIS OF DESIGN IS GFCI PROTECTION PROVIDED AT PANEL. EC MAY PROVIDE ALTERNATE PRICING WHERE PERMITTED BY CODE TO PROVIDE DOWNSTREAM GFCI PROTECTION OF DEVICES WITH A SINGLE GFCI RECEPTACLE. (DEDICATED NEUTRAL SHALL BE PROVIDED FOR GFCI BREAKERS)

C. COORDINATE ALL DEVICE AND FIXTURE LOCATIONS WITH FURNITURE, EQUIPMENT, MILLWORK AND MECHANICAL SYSTEM (DUCTWORK) LAYOUT PRIOR TO ROUGH-IN.

D. ALL EXTERIOR ELECTRICAL COMPONENTS SHALL MEET ALL NEC INSTALLATION AND LABELING REQUIREMENTS FOR WET LOCATIONS.

E. ALL RECEPTACLES TO BE LABELED WITH PANEL CIRCUIT ID.

F. PANEL "LST" IS THE "SHUNT TRIP" PANEL FOR ALL CIRCUITS LOCATED BELOW THE TYPE 1 HOODS. DO NOT CONNECT THE HOOD CONTROLS OR FIRE SYSTEM CIRCUIT(S) TO A SHUNT TRIP DEVICE OR THE SHUNT TRIP PANEL.

G. DEVICE MOUNTING LOCATIONS AT COUNTERS:IN "FRONT OF HOUSE AREAS" MOUNT DEVICES BELOW COUNTERS WITH HOLES AND GROMMETS UNLESS NOTED OTHERWISE. IN "BACK OF HOUSE AREAS" MOUNT DEVICES ABOVE COUNTERS.

H. INTERLOCK HOOD FIRE SUPPRESSION SYSTEM WITH BUILDINGS FIRE ALARM SYSTEM.

I. THE E.C. SHALL USE THE KITCHEN EQUIPMENT / FOOD SERVICE PLANS TO DIMENSION ROUGH-IN LOCATIONS. THESE PLANS ARE SCHEMATIC AND MAY SHOW DEVICES OFFSET FOR GRAPHIC PURPOSES. DO NOT TAKE DIMENSIONS FROM THESE PLANS TO DETERMINE ROUGH-IN LOCATIONS.

DETAIL NOTES THIS SHEET

1. X

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

BASEMENT POWER PLAN

Project:	23016
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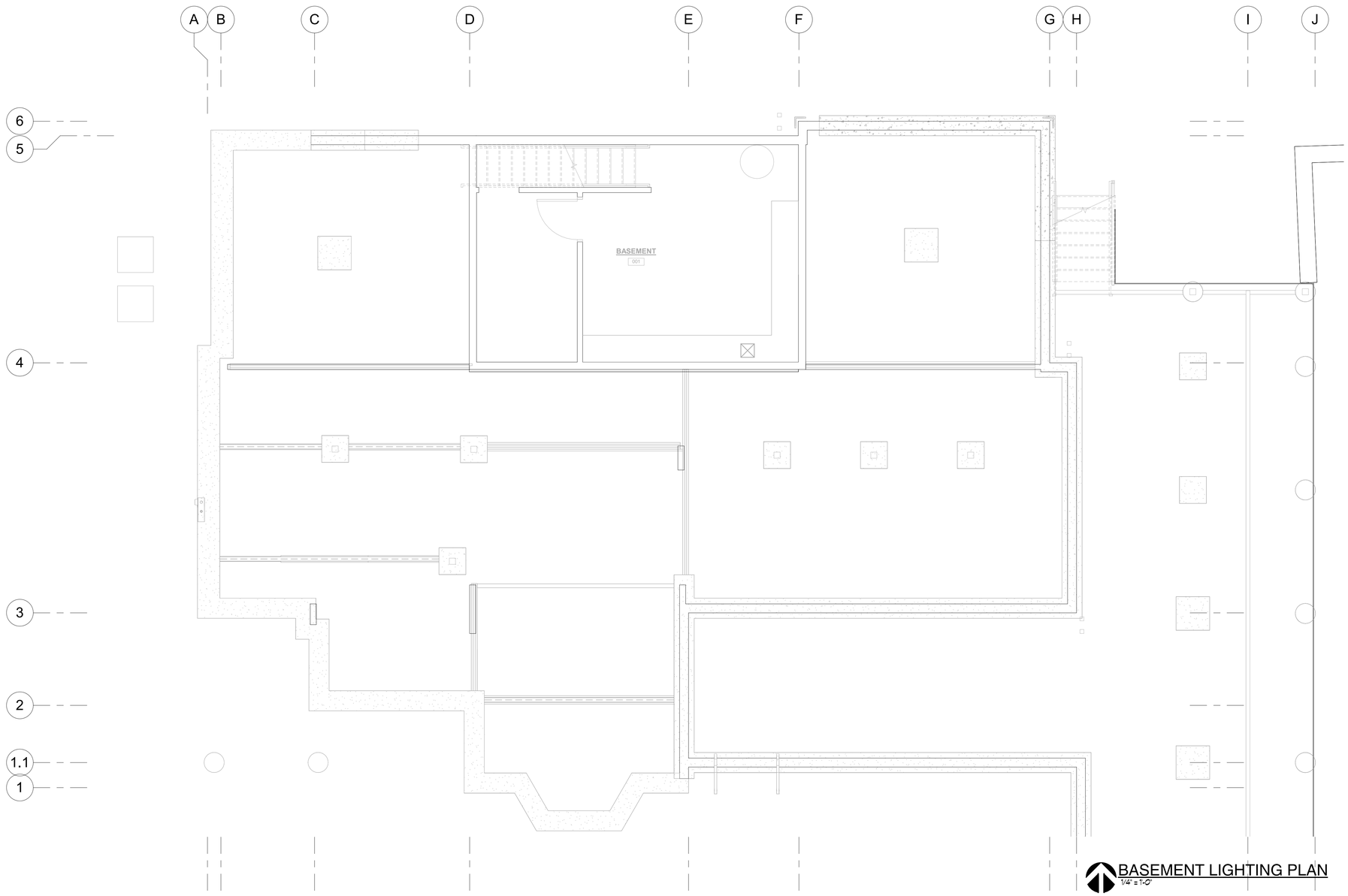
E201



BASEMENT LIGHTING PLAN
1/4" = 1'-0"

GENERAL LIGHTING NOTES

A. E.C. SHALL VERIFY THE EXACT LOCATION,MOUNTING HEIGHTS AND QUANTITY OF ALL FIXTURES AND DEVICES WITH THE ARCHITECTURAL DRAWINGS.

B. E.C. SHALL VERIFY FIXTURE LOCATION, DETAILS, AND QUANTITY OF ALL FIXTURES WITH THE LIGHTING DESIGNER DRAWINGS.

C. SOME LIGHTING FIXTURES AND DEVICES ARE SHOWN OFFSET ON THE PLAN FOR GRAPHIC PURPOSES. E.C. SHALL COORDINATE THE EXACT LOCATION AND ROUGH-IN HEIGHT OF ALL FIXTURES AND DEVICES.

D. ALL EMERGENCY EGRESS LIGHTING SHALL COMPLY WITH IBC 1003.2.11

E. ALL EXTERIOR LIGHTING FIXTURES SHALL BE INSTALLED, SHIELDED AND/OR CONTROLLED IN COMPLIANCE WITH LOCAL ORDINANCES.

F. ALL EXTERIOR ELECTRICAL COMPONENTS SHALL MEET ALL NEC INSTALLATION AND LABELING REQUIREMENTS FOR WET LOCATIONS.

G. COORDINATE REQUIRED BLOCKING FOR ADDED CEILING FANS WITH LANDLORD'S REPRESENTATIVE.

H. LIGHTING SYSTEM FUNCTIONALITY TESTING/COMMISSIONING SHALL BE PERFORMED IN ACCORDANCE WITH IECC 408.3, ADDITIONAL LOCAL JURISDICTIONAL REQUIREMENTS TO BE CONFIRMED WITH BUILDING OFFICIAL PRIOR TO COMPLETION OF PROJECT.

DETAIL NOTES THIS SHEET

1. PROPOSED LOCATION FOR SWITCH BANK AND LIGHTING CONTROL PANEL WITH TIME CLOCK. COORDINATE EXACT LOCATION W/ ARCH.

2. HOMERUN LIGHTING FEED VIA TIME CLOCK. COORDINATE LOCATION OF OVERRIDE SWITCH WITH TENANT. MAXIMUM (2) HOUR OVERRIDE.

3. EXTEND EMERGENCY/EXIT LIGHTING TO AN UNSWITCHED LIGHTING CIRCUIT SERVING THE AREA.

4. EXTERIOR SIGNAGE; FIELD VERIFY AND COORDINATE LOCATION OF EXTERIOR SIGNAGE. UPON FINAL CONNECTION PROVIDE DISCONNECTING MEANS PER NEC 600.6 COORDINATE THE CONNECTION REQUIREMENTS WITH SIGNAGE VENDOR / MANUFACTURER PRIOR TO ROUGH-IN. HOMERUN VIA LIGHTING CONTACTOR. SEE ONE LINE DIAGRAM FOR CONTROL DETAIL.

5. HOMERUN LIGHTING VIA SWITCH BANK. SEE DIMMER SCHEDULE ON THIS SHEET.

6. EXTEND WIRING FOR WALK-IN BOX LIGHTS TO REFRIGERATION EQUIPMENT CIRCUIT. RUN ALL CONDUIT ON EXTERNAL TOP OF COOLER SEE SHEET E1.1 FOR CONTINUATION. PROVIDE INTERIOR MOISTURTE SEALS AND EXTERIOR WEATHERPROOF ALL CONDUITS ENTERING THE WALK-IN PER NEC 800.7 AND MANUFACTURER'S RECOMMENDATIONS. PROVIDE A TOGGLE SWITCH WITH PILOT LIGHT AS REQUIRED.

7. TRACK FIXTURE HEADS SHALL BE LOCATION AND QUANTITY SHOWN FOR COORDINATION AND DESIGN INTENT. VERIFY EACH TYPE OF FIXTURE HEAD AND ORIENTATION WITH TENANT/OWNER. PROVIDE TRACK LIMITER ON EACH SECTION OF TRACK INDICATED IN LUMINAIRE SCHEDULE.

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No.	Description	Date
3	50% Design Development	3/8/23

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

BASEMENT LIGHTING PLAN

Project:	23016
Date:	03.08.2023
Drawn by:	KK
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E202

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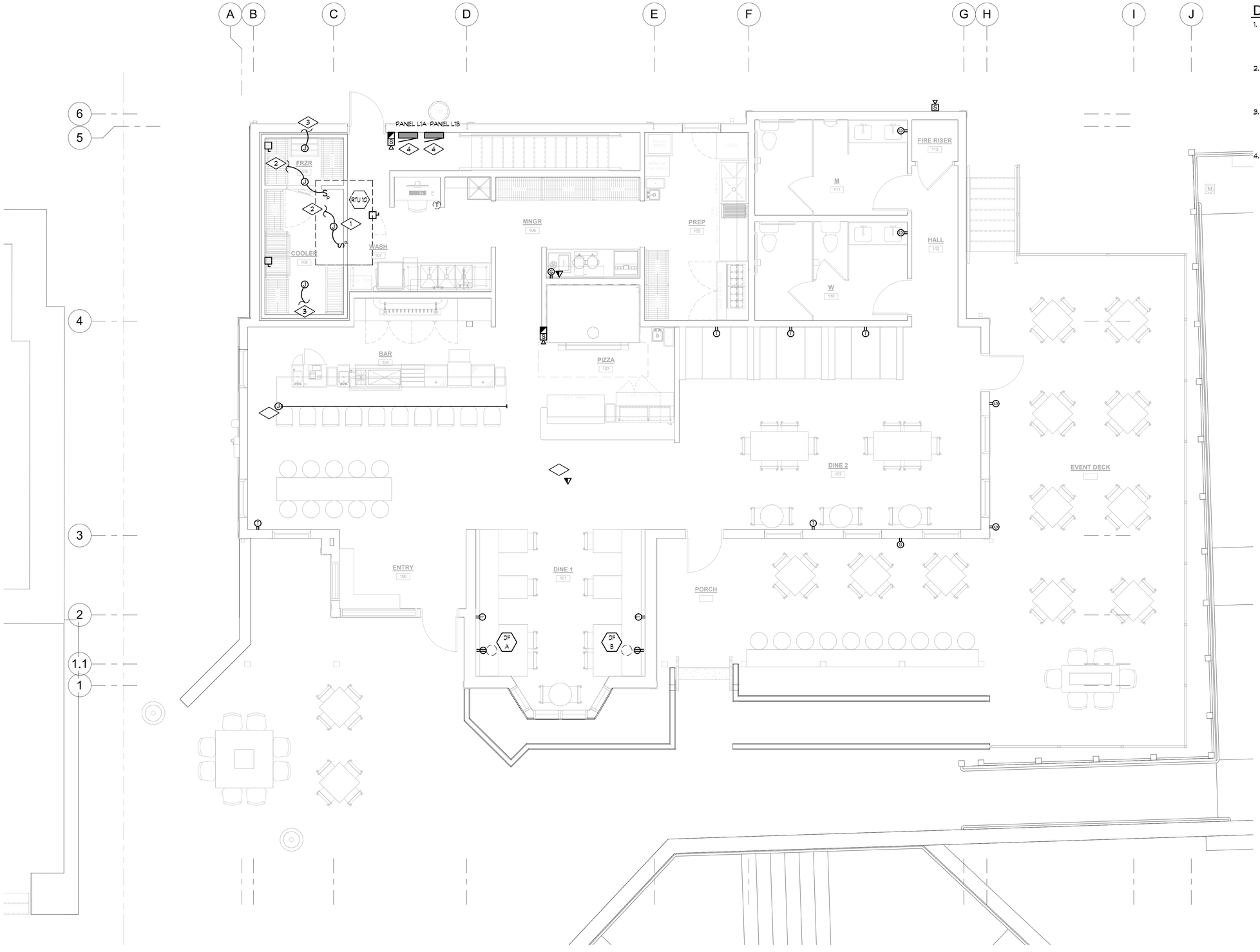

FIRST FLOOR POWER PLAN

1/4" = 1'-0"

DETAIL NOTES THIS SHEET

1. PROVIDE EXPANSIONJOINTS AND INTERIOR AND EXTERIOR MOISTURE SEALS FOR ALL CONDUITS METERING WALK-IN COOLER AND FREEZER PER NEC 300.7 AND MANUFACTURER'S RECOMMENDATIONS.
2. EXTEND CIRCUIT TOP WALK IN COOLER / FREEZEWR LIGHTS VIA TOGGLE SWITCH WITH PILOT LIGHT MOUNTED ON LATCH SIDE OF DOOR. SEE SHEET E1.2 FOR FIXTURE TYPE AND LOCATION.
3. PROVIDE (3-#12)1/2"C (OR INTER-WIRING AS REQUIRED) FROM EVAP COIL TO REMOTE CONDENSER. VERIFY & COORDINATE EXACCT REQUIREMENTS & CONNECTION DETAILS W/ REFRIGERATION EQUIPMENT MFG'S SPECIFICATIONS.
4. MAINTAIN MINIMUM WORKING SPACE IN FRONT AND ABOVE ALL ELECTRICAL PANELS PER NEC 110.26 PER NEC 110.26 AS REQUIRED.

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COPPER KITCHEN PIZZERIA

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FIRST FLOOR POWER PLAN

Project:	23016
Date:	03.08.2023
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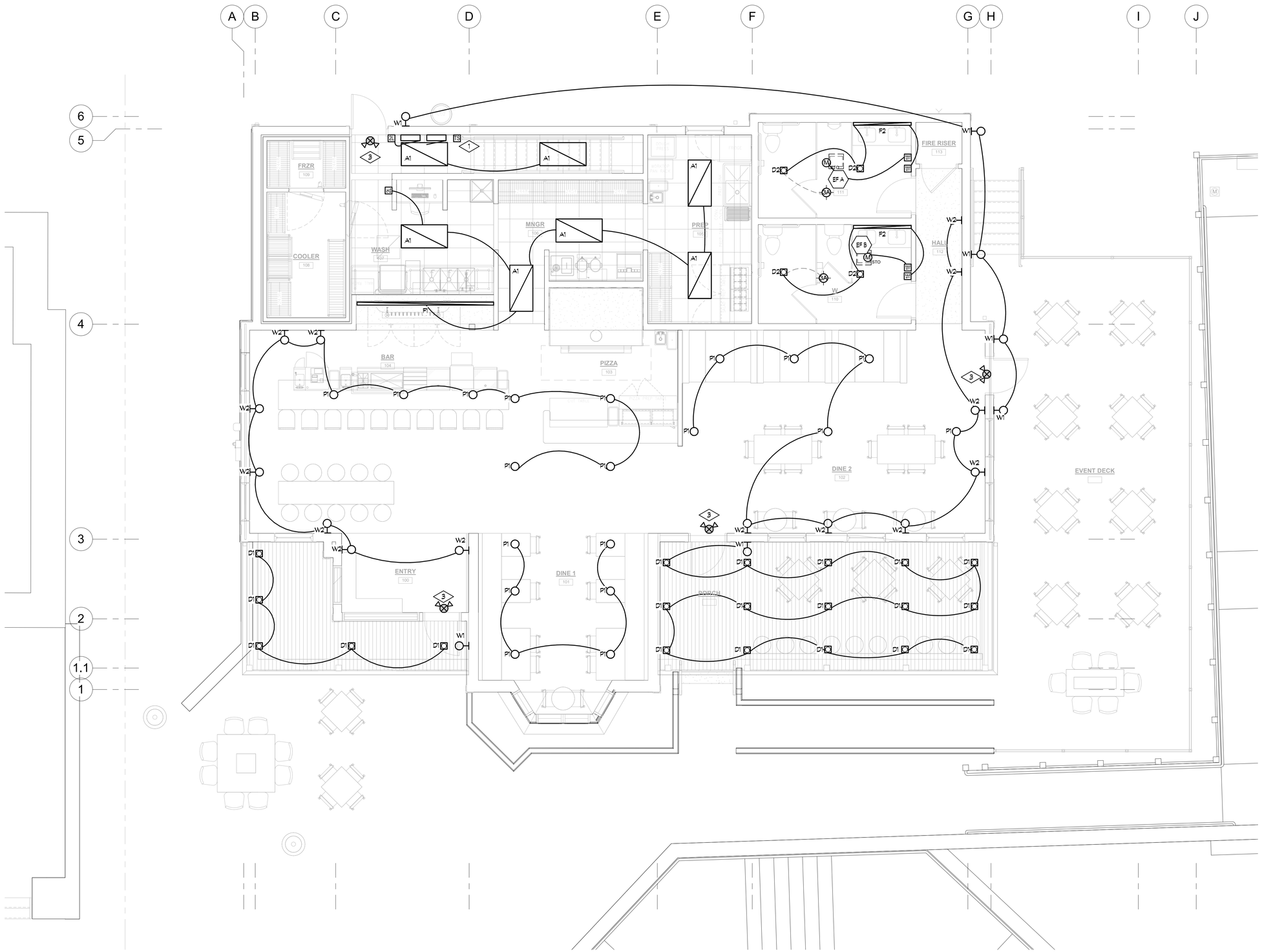

FIRST FLOOR LIGHTING PLAN

1/4" = 1'-0"

GENERAL LIGHTING NOTES

A. E.C. SHALL VERIFY THE EXACT LOCATION,MOUNTING HEIGHTS AND QUANTITY OF ALL FIXTURES AND DEVICES WITH THE ARCHITECTURAL DRAWINGS.

B. E.C. SHALL VERIFY FIXTURE LOCATION, DETAILS, AND QUANTITY OF ALL FIXTURES WITH THE LIGHTING DESIGNER DRAWINGS.

C. SOME LIGHTING FIXTURES AND DEVICES ARE SHOWN OFFSET ON THE PLAN FOR GRAPHIC PURPOSES. E.C. SHALL COORDINATE THE EXACT LOCATION AND ROUGH-IN HEIGHT OF ALL FIXTURES AND DEVICES.

D. ALL EMERGENCY EGRESS LIGHTING SHALL COMPLY WITH IBC 1003.2.11

E. ALL EXTERIOR LIGHTING FIXTURES SHALL BE INSTALLED, SHIELDED AND/OR CONTROLLED IN COMPLIANCE WITH LOCAL ORDINANCES.

F. ALL EXTERIOR ELECTRICAL COMPONENTS SHALL MEET ALL NEC INSTALLATION AND LABELING REQUIREMENTS FOR WET LOCATIONS.

G. COORDINATE REQUIRED BLOCKING FOR ADDED CEILING FANS WITH LANDLORD'S REPRESENTATIVE.

H. LIGHTING SYSTEM FUNCTIONALITY TESTING/COMMISSIONING SHALL BE PERFORMED IN ACCORDANCE WITH IECC 408.3, ADDITIONAL LOCAL JURISDICTIONAL REQUIREMENTS TO BE CONFIRMED WITH BUILDING OFFICIAL PRIOR TO COMPLETION OF PROJECT.

DETAIL NOTES THIS SHEET

1. PROPOSED LOCATION FOR SWITCH BANK AND LIGHTING CONTROL PANEL WITH TIME CLOCK. COORDINATE EXACT LOCATION W/ ARCH.

2. HOMERUN LIGHTING FEED VIA TIME CLOCK. COORDINATE LOCATION OF OVERRIDE SWITCH WITH TENANT. MAXIMUM (2) HOUR OVERRIDE.

3. EXTEND EMERGENCY/EXIT LIGHTING TO AN UNSWITCHED LIGHTING CIRCUIT SERVING THE AREA.

4. EXTERIOR SIGNAGE; FIELD VERIFY AND COORDINATE LOCATION OF EXTERIOR SIGNAGE. UPON FINAL CONNECTION PROVIDE DISCONNECTING MEANS PER NEC 600.6 COORDINATE THE CONNECTION REQUIREMENTS WITH SIGNAGE VENDOR / MANUFACTURER PRIOR TO ROUGH-IN. HOMERUN VIA LIGHTING CONTACTOR. SEE ONE LINE DIAGRAM FOR CONTROL DETAIL.

5. HOMERUN LIGHTING VIA SWITCH BANK. SEE DIMMER SCHEDULE ON THIS SHEET.

6. EXTEND WIRING FOR WALK-IN BOX LIGHTS TO REFRIGERATION EQUIPMENT CIRCUIT. RUN ALL CONDUIT ON EXTERNAL TOP OF COOLER SEE SHEET E11 FOR CONTINUATION. PROVIDE IN [illegible] FIXTURE SEALS AND EXPANSION JOINTS [illegible] ENTERING THE WALK-IN COOLER PER [illegible] MANUFACTURER'S RECOMMENDATIONS. PROVIDE A TOGGLE SWITCH WITH PILOT LIGHT AS REQUIRED.

7. TRACK FIXTURE HEAD ORIENTATION AND QUANTITY SHOWN FOR COORDINATION AND DESIGN INTENT. VERIFY EACH TYPE OF FIXTURE HEAD AND ORIENTATION WITH TENANT/OWNER. PROVIDE TRACK [illegible] EACH SECTION OF TRACK AS INDICATED IN LUMINAIRE SCHEDULE.

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COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

FIRST FLOOR LIGHTING PLAN

Project:	23016
Date:	03.08.2023
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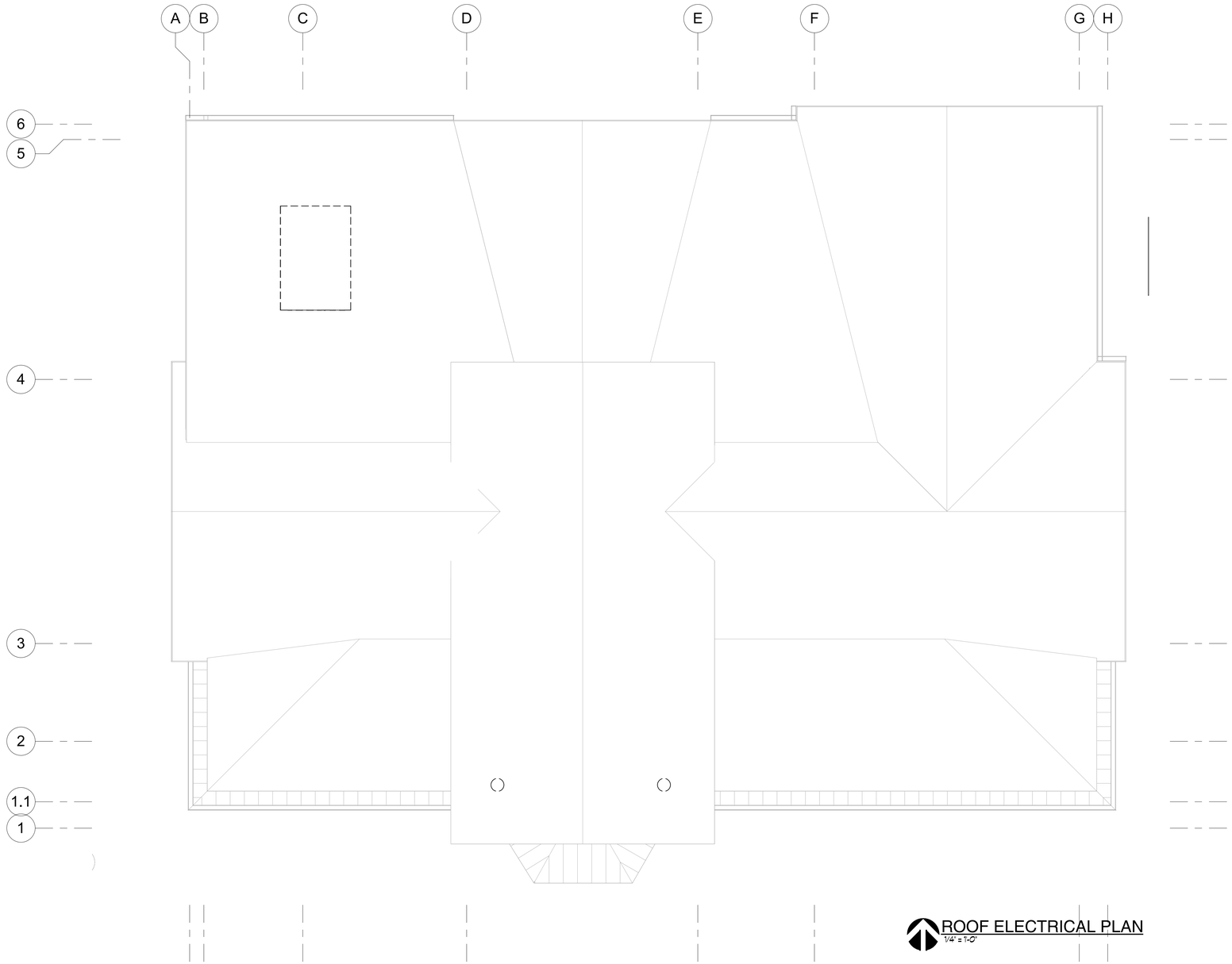
DETAIL NOTES THIS SHEET

1. E3.1 DETAIL NOTES
2. XX
3. XX



ROOF ELECTRICAL PLAN
1/4" = 1'-0"

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No.	Description	Date
3	50% Design Development	3/8/23

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COPPER KITCHEN PIZZERIA

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ROOF ELECTRICAL PLAN

Project:	23016
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LEGEND

- MAIN DISTRIBUTION CENTER
- PANELBOARD
- ELECTRIC SERVICE METER
- CT — CURRENT TRANSFORMER
- T — TRANSFORMER
- CONCEALED CIRCUIT
- UNDERFLOOR / UNDERGROUND CIRCUIT
- EXPOSED CIRCUIT
- WM — WIREMOLD (SURFACE WIREWAY)
- PM — PLUGMOLD
- P,3 — HOMERUN TO PANELBOARD (ONE ARROW / CKT, PNL & CKT #'S SHOWN)
- (44,46) — CIRCUIT NUMBER(S) FOR SPECIFIED PANEL
- CONDUIT TURNS UP
- CONDUIT TURNS DOWN
- J / J — JUNCTION BOX / CARD READER
- K — PORCELAIN LAMP HOLDER (PC: PULL CHAIN)
- LIGHT FIXTURE: SURFACE MOUNTED
- RECESSED LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE
- EXIT LIGHT: DIRECTIONAL ARROW
- BATTERY PACK
- SURFACE FLUORESCENT FIXTURE
- RECESSED FLUORESCENT FIXTURE
- SINGLE OUTLET: C-CLOCK (+70')
- DUPLEX RECEPTACLE (G: ISOLATED GROUND)
- CEILING DUPLEX RECEPTACLE
- G — DUPLEX RECEPTACLE - GFCI
- B — DUPLEX RECEPTACLE - GFCI BREAKER
- T — DUPLEX RECEPTACLE - TAMPER RESIST
- SPLIT WIRE DUPLEX
- QUADRAPLEX (DOUBLE DUPLEX)
- SWP — COMB. SWITCH / RECEPTACLE
- FLOOR MOUNTED RECEPTACLE
- A — SPECIAL PURPOSE (AS NOTED)
- TELEVISION OUTLET
- M — MOTOR OUTLET (sto - switched thermal overload)
- TELEPHONE TERMINAL
- TELEPHONE OUTLET
- FLOOR MTD. TELEPHONE OUTLET
- C — COMPUTER OUTLET
- COMB. TELE/COMPUTER OUTLET
- S — TOGGLE SWITCH
  - s-switching, p-pilot light
  - 2-2 pole, k-keyed
  - 3-3 way, to-thermal overload
  - 4-4 way, t-timer
- # — WALL MOUNTED LIGHTING CONTROL DEVICE RE: LIGHTING CONTROL DEVICE SCHEDULE
- # — CEILING MOUNTED LIGHTING CONTROL DEVICE RE: LIGHTING CONTROL DEVICE SCHEDULE
- T — THERMOSTAT
- TS — TIME SWITCH
- PE — PHOTOCELL
- PUSH-BUTTON STATION
- SAFETY SWITCH
- MOTOR STARTER / LIGHTING CONTACTOR
- COMBINATION MOTOR STARTER
- R — RELAY
- FACP — FIRE ALARM CONTROL PANEL
- ANNUNCIATOR
- PULL STATION
- HORN
- L — HORN / LIGHT COMBINATION
- S — HORN / STROBE
- S — STROBE
- BELL
- OS & Y VALVE
- F — FLOW SWITCH
- SMOKE DETECTOR (SMOKE)
- T — ROOM DETECTOR (THERMAL)
- DUCT DETECTOR
- REMOTE INDICATING LIGHT / TEST SWITCH
- DOOR HOLDER
- CHIME
- FUSED SWITCH
- CIRCUIT BREAKER
- GROUND CONNECTOR
- MECHANICAL EQUIPMENT
- DETAIL NOTE
- KITCHEN / MEDICAL EQUIPMENT
- (E) — EXISTING TO REMAIN
- (ER) — EXISTING TO BE RELOCATED
- (ED) — EXISTING TO BE DEMOLISHED

LIGHTING CONTROL DEVICE SCHEDULE

KEY	MODE	DESCRIPTION	MOUNTING	MANUFACTURER/#	VOLT
1E	VACANCY	WALL SWITCH, VACANCY SENSOR, DUAL TECHNOLOGY, 20' RANGE (POWERPACK REQUIRED; nPP16)	WALL MOUNT	ACUITY nWSX PDT LV XX	LOW
2L	SWITCH / DIMMING	WALL SWITCH, ON/OFF, DIMMING (POWERPACK REQUIRED; nPP16 D)	WALL MOUNT	ACUITY nPODMA DX XX	LOW
3A	VACANCY	CEILING SENSOR; DUAL TECHNOLOGY; STANDARD RANGE (12' @ 9' AFF), 360° COVERAGE PATTERN, 100HR BURN IN TIMER	CEILING	ACUITY CMR PDT 9	120-277
TS	TIME CLOCK	nLIGHT DIGITAL ASTRONOMICAL TIMECLOCK	WALL MOUNT	nLIGHT / nDTC	
N/A	POWERPACK	nLIGHT POWERPACK, 0-10V DIMMING, EXTENDED FAULT PROTECTION, PLENUM RATED	N/A	ACUITY nPP16 D EFP	120-277

NOTES: *NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN MODEL NUMBERS AND DESCRIPTIONS PRIOR TO ORDERING
*VERIFY DIMMING COMPATIBILITY W/ LIGHT FIXTURES AND NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO ORDERING

LUMINAIRE SCHEDULE

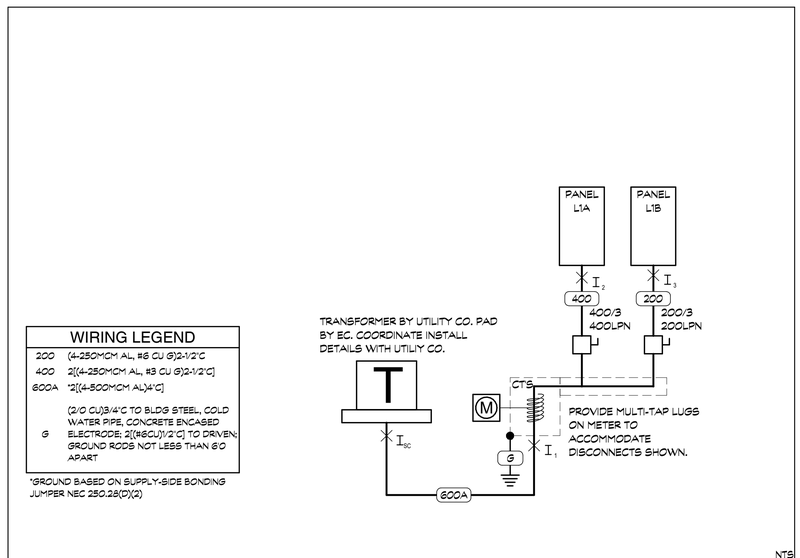
KEY	LAMP	DESCRIPTION	CEIL'G (DEPTH)	MANUFACTURER/#	VOLT
A1	LED	2x4' FLAT PANEL LED TROFFER	GRID (2-1/4")	LITHONIA LIGHTING / EPANL 24 4OL 35K MVOLT MVOT *FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
D1	LED	LED CAN LIGHT	RECESSED	FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
D2	LED	WC LED CAN LIGHT, DAMP LOCATION RATED	RECESSED	FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
F1	LED	11' 10" LINEAR LED	SURFACE	FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
F2	LED	5' LINEAR LED	SURFACE	FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
P1	LED	PENDANT	PENDANT (TBD)	FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
W1	LED	DECORATIVE EXT SCONCE	WALL	FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
W2	LED	SCONCE	WALL	FINAL FIXTURE SELECTION TO BE MADE BY ARCHITECT	120-277V
X2	FURN	EXIT SIGN W/ DOUBLE FROG EYE, GREEN LED STENCIL FACE, 90 MIN BATTERY PACK, FINISH BY ARCHITECT	UNIVERSAL	LITHONIA LHQM LED * G (* = FINISH BY ARCH)	120

NOTES: *NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN MODEL NUMBERS AND DESCRIPTIONS PRIOR TO ORDERING
*VERIFY CEILING INSULATION W/ GC AND NOTIFY ENGINEER OF ANY IC RATING CONFLICTS PRIOR TO ORDERING

MECHANICAL EQUIPMENT

KEY	DESCRIPTION	LOAD	VOLT	CIRCUIT	CONNECTION	REMARKS
MUA	MAKE UP AIR UNIT	3 HP	208/3	(3-#12,#12G) 1/2"C	30/3; 15 FRN	
EF A,B	VENTILATION EXHAUST FAN	7.2 W	120/1	(2-#12,#12G) 1/2"C	THERMAL O.L.	
RTU 1O	ROOFTOP UNIT	52.6 MCA	208/3	(3-#6,#10G) 1"C	60/3; 60 FRN	
DF A,B	DESTRATIFICATION FAN	0.21 A	120/1	(2-#12,#12G) 1/2"C	5-20R	INSTALL RECEPTACLE 6' BELOW CEILING
GWH	GAS WATER HEATER	5 A	120/1	(2-#12,#12G) 1/2"C	5-20R	
CP	RECIRC PUMP	86 W	120/1	(2-#12,#12G) 1/2"C	5-20R	

NOTES: *TEMPERATURE RATING OF ALL DEVICES COULD NOT BE VERIFIED, THEREFORE WIRE IS SIZED BASED ON 60C PER NEC 110.14(C)(1)(a)



WIRING LEGEND

200	(4-250MCM AL, #6 CU G)2-1/2"C
400	2[(4-250MCM AL, #3 CU G)2-1/2"C]
600A	*2[(4-500MCM AL)4"C]
G	(2/0 CU)3/4"C TO BLDG STEEL, COLD WATER PIPE, CONCRETE ENCASED ELECTRODE; 2[(#6CU)1/2"C] TO DRIVEN GROUND RODS NOT LESS THAN 6' APART

*GROUND BASED ON SUPPLY-SIDE BONDING JUMPER NEC 250.28(D)(2)

ELECTRICAL ONE LINE DIAGRAM | 1

boulder engineering
plumbing, mechanical and electrical
1717 15th Street
Boulder, CO 80302
303.444.6038 phone
303.442.1172 fax
staff@boulderengineering.com

No.	Description	Date
3	50% Design Development	3/8/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACKHAWK, CO

ELECTRICAL DETAILS & SCHEDULES

Project: 23016
Date: 03.08.2023
Drawn by: KK
Checked by: EM

E300

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WAINSCOT

CLEAR VERTICAL GRAIN STAIN-GRADE DOUGLAS FIR (HONEYCOMB COLOR)

TRIM/ CASING/ CORNICE

CLEAR VERTICAL GRAIN STAIN-GRADE DOUGLAS FIR (HONEYCOMB COLOR)

COFFERED CEILING TILE

DECORATIVE STAMPED COPPER TILE

FLOORING

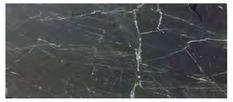
HERRINGBONE PATTERN LVT PLANK

FIELD/ SOFFIT

BENJAMIN MOORE - BRADSTREET BEIGE

ACCENT / VINYL SEAT COVER

BENJAMIN MOORE - CALDWELL GREEN/ HUNTER GREEN



COUNTERTOP/ BACK OF BAR

QUARTZ - WHITE W/ BLACK VEINING / BLACK W/ WHITE VEINING

TILE

TERRACOTTA TILE

VIEW FROM DINE 1

VIEW FROM BAR

VIEW FROM DINE 2

VIEW FROM ENTRY

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

INTERIOR CONCEPTS - DINE/ BAR

Project: 2021.24
Date 10/14/21
Drawn by: Author
Checked by: Checker

ID100

C:\Users\Josh\OneDrive - PEH Architects\Documents\2021.24 - Excelsior - CENTRAL MODEL_jsah2JPAX.rvt
3/16/2023 8:20:24

GENERAL CONTRACTOR NOTES

1. GENERAL CONTRACTOR TO CUT AND PROVIDE HOLES THROUGH CEILINGS, ROOFS, WALLS AND FLOORS FOR DUCTS, ETC., IN ACCORDANCE WITH LOCAL FIRE AND BUILDING CODES AND IN ACCORDANCE WITH DUCT SIZES SPECIFIED. GENERAL CONTRACTOR ALSO TO PROVIDE ALL DUCT FIRE SEPARATIONS, ENCLOSURES, WRAPPINGS, ETC., AS MAY BE REQUIRED BY LOCAL BUILDING AND FIRE CODES.

2. WHERE NOISE OR VIBRATION PRODUCING EQUIPMENT (DISHWASHER, DISPOSER, ETC.) IS LOCATED ADJACENT TO DINING AREAS AND/OR PUBLIC AREAS, PROVISIONS SHOULD BE MADE BY GENERAL CONTRACTOR TO "DOUBLE STUD" AND SOUND PROOF COMMON WALLS.

3. IF CANTILEVER BRACKETS FOR TABLE AND STOOL SEATS OR OTHER EQUIPMENT ARE SPECIFIED, THE BRACKETS SHALL BE PROVIDED BY W.WEST, BUT INSTALLED BY GENERAL CONTRACTOR IN ACCORDANCE WITH SPECIFICATIONS AND DIMENSIONS PROVIDED BY W.WEST.

4. W.WEST PLANS ARE PROVIDED FOR THE SOLE PURPOSE OF INDICATING OUTLET LOCATIONS AND EQUIPMENT REQUIREMENTS ONLY AND DO NOT RELIEVE THE GENERAL CONTRACTOR OR SUB-CONTRACTOR OF THE RESPONSIBILITY OF COMPLYING WITH ALL APPLICABLE CODES.

5. IT IS THE RESPONSIBILITY OF THE OWNER AND/OR GENERAL CONTRACTOR TO INSURE THAT W.WEST RECEIVES COPIES OF ALL ADDENDUMS AND CHANGES TO BUILDING PLANS WHICH ARE MADE PRIOR TO AND DURING CONSTRUCTION. IN THE EVENT THAT THIS INFORMATION IS NOT DELIVERED TO W.WEST, OWNER WILL BE RESPONSIBLE FOR ALL COSTS INCURRED BY THE FAILURE TO GIVE W.WEST THIS INFORMATION.

6. LAST DATED REVISION VOIDS ALL PREVIOUS DRAWINGS.

7. GENERAL CONTRACTOR TO PROVIDE ACCESS TO HOODS AT AREA ABOVE HOODS FOR MOUNTING OF HOOD SUPPORTS (IF ACCESS NOT PROVIDED, GENERAL CONTRACTOR TO PROVIDE HOOD SUPPORTS.)

8. GENERAL CONTRACTOR TO PROVIDE FLOOR RECESSES (FLAT AND LEVEL), VAPOR BARRIERS AND BUILT-IN INSULATED FLOORS (AS SHOWN ON PLAN).

9. WEARING FLOOR FINISH AND INTERIOR FINISH IN WALK-IN BOXES BY GENERAL CONTRACTOR UNLESS OTHERWISE SPECIFIED.

10. SLEEVES TO BE PROVIDED BY GENERAL CONTRACTOR IN ALL WALLS, FLOOR AND CEILINGS FOR ALL LINES (DRAIN, REFRIGERATION, ETC.) TO PASS THROUGH AND RESEAL AFTER LINES ARE RUN. PROVIDE ESCUTCHEON PLATES WHERE APPROPRIATE.

11. SPRINKLER HEADS IN WALK-IN FREEZER AND COOLER BOXES MUST BE PROVIDED AND ADEQUATELY PROTECTED AGAINST FREEZING, BY GENERAL CONTRACTOR.

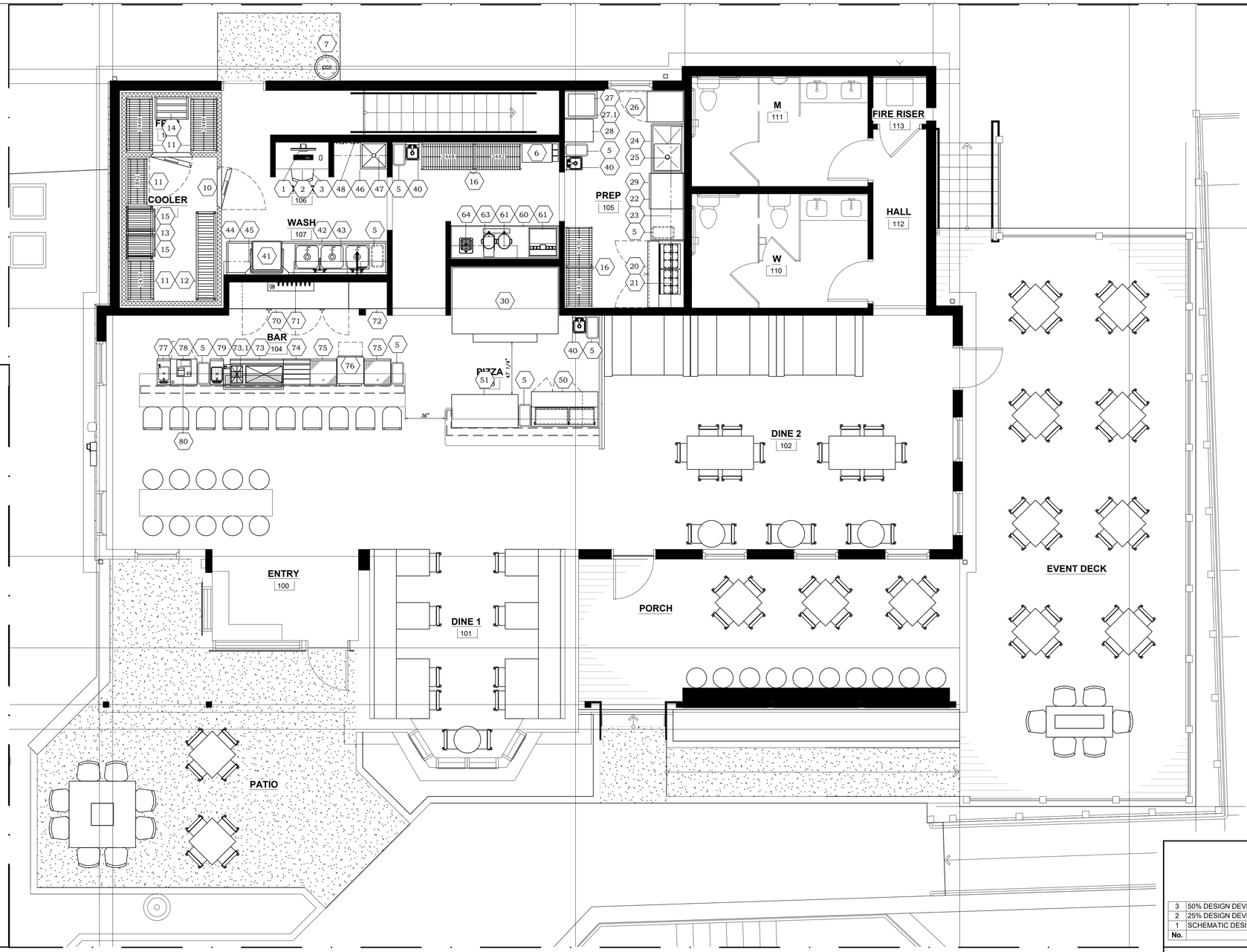
12. REMOVAL OF WINDOWS, WINDOW FRAMES AND CENTER DOOR POST FOR ENTRY OF EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND AT NO EXPENSE TO W.WEST.

NOTE:

ANY DIMENSIONS ARCHITECTURAL OR STRUCTURAL, ON THESE DRAWINGS THAT ARE IN CONFLICT WITH WHAT ACTUAL JOB SITE CONDITIONS NEED TO BE BROUGHT TO THE ATTENTION OF THE K.E.C.

EQUIPMENT SCHEDULE

ITEM NO	QTY REQ'D	N.I.C.	DESCRIPTION	REMARKS
			KITCHEN	
1	1	X	OFFICE COMPUTER SYSTEM	
2	1	X	OFFICE DESK/MILLWORK	
3	2	X	OFFICE CHAIR	
5	8		SLIM JIM TRASH RECEPTACLE	
6	1	X	BAB-IN-BOX RACK SYSTEM	BY VENDOR
7	1	X	BULK CO2 TANK	BY VENDOR
10	1		WALK-IN COOLER/FREEZER COMBO	W/REMOTE REGRIG.
11	LOT		COOLER SHELVING	
12	1		KEG STORAGE RACK	
13	1		COOLER SHELVING	OVER PAN RACKS
14	1		DUNNAGE RACK	
15	2		PAN RACKS	W/CASTERS
16	LOT		DRY STROAGE SHELVING	
20	1		SANDWICH/SALAD REFRIG. PREP TABLE	W/CASTERS
21	2		WALL SHELVES	
22	1		PREP TABLE	
23	2		WALL SHELVES	
24	1		PREP SINK	
25	2		WALL SHELVES	
26	1		REACH-IN REFRIGERATOR	W/CASTERS
27	1		PIZZA DOUGH PRESS	
27.1	1		DOUGH PRESS STAND	W/CASTERS
28	1		WORK TOP PAN RACK	W/CASTERS
29	1		RAPID COOK OVEN	
30	1		PIZZA OVEN	
40	3		HAND SINK	
41	1		VENTLESS DISH WASHER	
42	1		DIRTY DISH TABLE w/POT SINKS	
43	3		WALL SHELVES	
44	1		CLEAN DISH TABLE	
45	2		WALL SHELVES	
46	1		MOP SINK	
47	1		WALL SHELF	
48	1		MOP/BROOM HOLDER	
50	1		PIZZA PREP TABLE, REFRIGERATED	
51	1		WORK TABLEW w/WOOD TOP	
60	1		BEVERAGE COUNTER	
61	1		WALL SHELF	
62	1		SODA/ICE DISPENSER	BY VENDOR
63	1		COFFEE/TEA BREWER	
64	1		PITCHER FILLER STATION	
70	1		BACK BAR CABINET, REFRIGERATED	
71	1		DRAFT BEER SYSTEM	
72	1		BACK BAR COUNTER	BY G.C.
73	1		ICE BIN w/SODA GUN HODLER & SPEED RAIL	
74	1		LIQUOR STORAGE UNIT	
75	2		DRAINBOARD	
76	1		GLASS WASHER	
77	1		HAND SINK	
78	1		POS CABINET	
79	1		DUMP SINK	
80	1		POS SYSTEM	BY OWNER



EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"

W.WEST
Equipment & Furnishings Co.

Food Service Design/Planning

Matt Raasakka
Designer/Project Manager
9355 Northfield Blvd.
Denver, CO 80238
Phone: 303.289.9378
Fax: 303.289.9505

GENERAL NOTE
These plans are the property of W.West and use of these plans without the written consent of W.West is prohibited. No Responsibility is assumed by W.West for deviations from these drawings.

No.	Description	Date
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

EQUIPMENT PLAN & SCHEDULE

Project: 2021.24
Date 10/14/21
Drawn by:
Checked by:

FS100

COORDINATION DOCUMENTS
NOT FOR CONSTRUCTION

W. WEST EQUIPMENT 3/14/2023 3:28 PM, PLOTTED BY:MATT RAASAKKA

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 Certificate of Architectural Compatibility (COAC) to allow new construction for a restaurant use on property described in Exhibit A and generally located at 307 Gregory 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 24, 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

Lots 12 thru 14, Block 26, Black Hawk Subdivision, S7 T3S R72W

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Certificate of Architectural Compatibility for the construction of the Copper Kitchen Pizzeria restaurant and bar at 307 Gregory Street.

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

MOTION TO APPROVE: Resolution 42-2023 A Resolution conditionally approving a Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria located at 307 Gregory Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City of Black Hawk is requesting review and approval of a Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria consistent with the Gregory Street Sub-Area Plan adopted by the City in 2013. A portion of the historic home located at 271 Gregory Street will be relocated to the vacant commercial pad at 307 Gregory Street. Improvements include building renovation and an addition, and construction of outdoor seating and event space.

AGENDA DATE:	May 24, 2023
WORKSHOP DATE:	N/A
FUNDING SOURCE:	N/A
DEPARTMENT DIRECTOR APPROVAL:	[X]Yes [ ]No
STAFF PERSON RESPONSIBLE:	Cynthia L. Linker CP&D Director
DOCUMENTS ATTACHED:	Resolution 42-2023 Staff Report & Attachments
RECORD:	[ ]Yes [X]No
CoBH CERTIFICATE OF INSURANCE REQUIRED:	[ ]Yes [X]No
CITY ATTORNEY REVIEW:	[ ]Yes [X]N/A

SUBMITTED BY:

Cynthia L. Linker, CP&D Director

Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:

Stephen N. Cole, City Manager

Staff Report

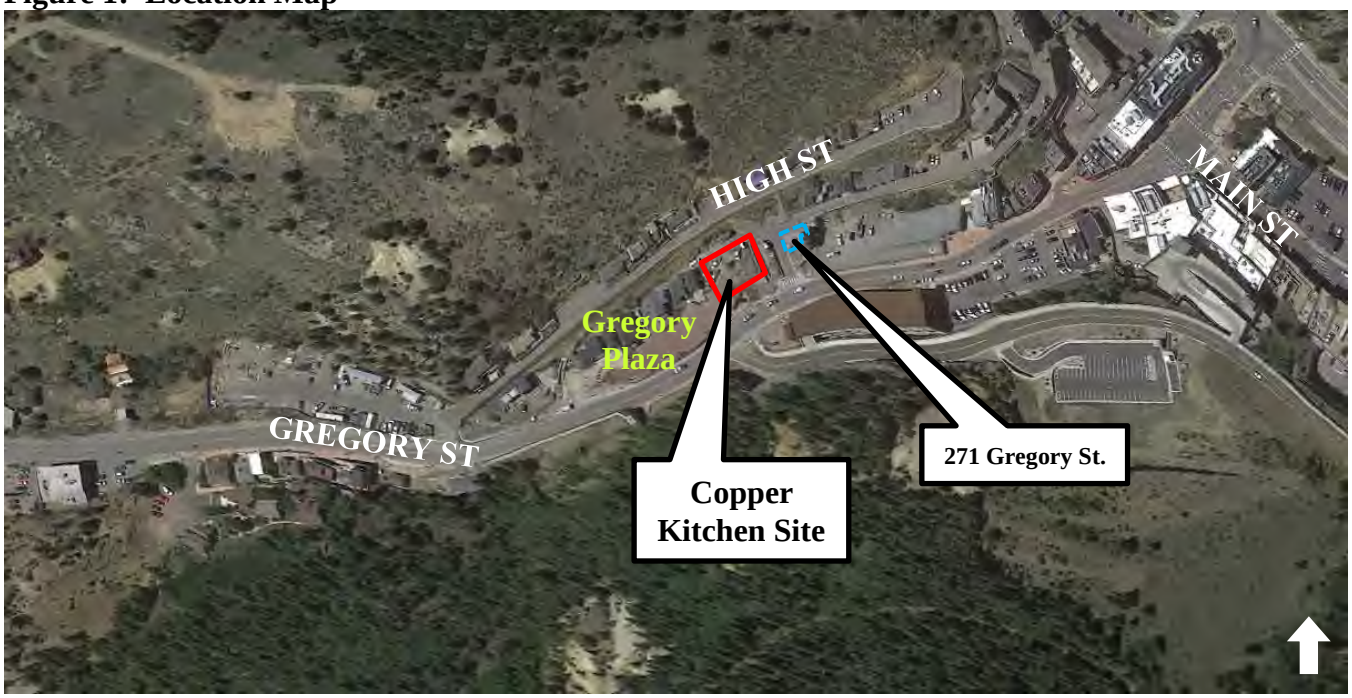
CITY OF BLACK HAWK
PLANNING / LAND USE

Date prepared: May 10, 2023
Meeting Date: May 24, 2023

STAFF REPORT:	**Certificate of Architectural Compatibility: Copper Kitchen**
For:	City Council
Project Number:	P-23-09
Property Address:	307 Gregory Street, Black Hawk, CO 80422
Applicants:	City of Black Hawk
Zoning:	History Appreciation Recreation Destination (HARD)
Prepared by:	Julie Esterl - Baseline Corporation
Approved by:	Vincent Harris, AICP - Baseline Corporation
Reviewed by:	Cynthia Linker, CP&D Director

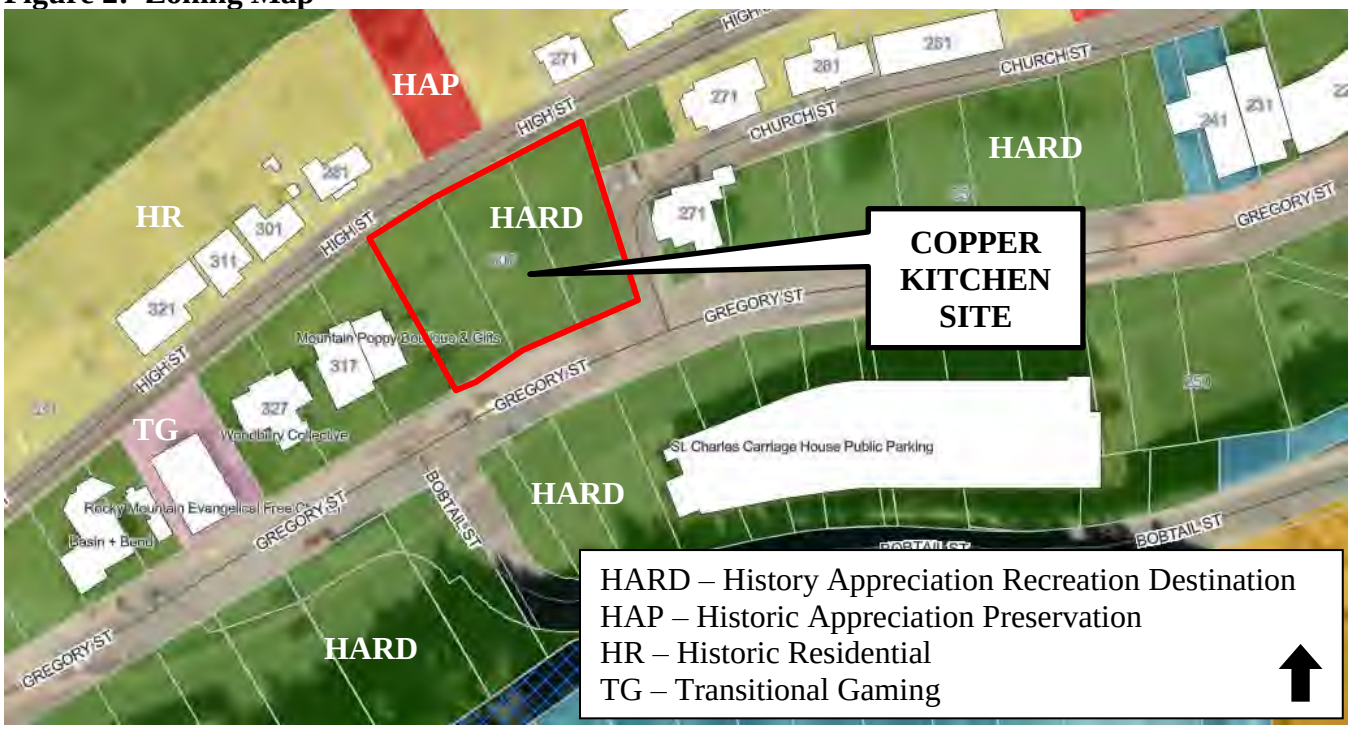
BACKGROUND:
On April 25, 2023 the City of Black Hawk applied for review and approval of a Certificate of Architectural Compatibility (COAC) for the Copper Kitchen Pizzeria. The request involves the relocation and renovation of the building currently located at 271 Gregory Street. Once relocated, the building improvements include an addition to the existing building, renovations for a pizzeria restaurant and bar, and exterior patio installation for outside seating.

Figure 1: Location Map



ZONING:
The Copper Kitchen site is located at 307 Gregory Street and is zoned History Appreciation Recreation Destination (HARD). The proposed restaurant and bar use is a permitted use within the HARD District.

Figure 2: Zoning Map



REQUEST:

This request is part of the continuing improvement projects outlined by the Gregory Street Sub-Area Plan adopted by the Black Hawk City Council in 2013. The Plan outlines the goals of the City to establish Gregory Street as a walkable pedestrian commercial experience. The first set of buildings were approved for renovation and construction on Gregory Plaza on June 26, 2019 by Resolution No. 39-2019. That approval included the McAfee House, the Woodbury House, the Norton House, a new Fire Truck Display building, the Bobtail Mine building, and two public restrooms.

This request includes the relocation of a portion of the existing building at 271 Gregory Street to the vacant pad at the northwest corner of Gregory Street and Church Street. Once relocated, the building will be rehabilitated and receive an addition with the purpose of providing commercial space for a proposed restaurant and bar. Outdoor seating and event spaces are also proposed. The new dining establishment planned to occupy the new building will be called the Copper Kitchen Pizzeria.

A Gregory Street Site Development Plan (SDP) for City owned properties located at 200 – 496 Gregory Street has been submitted as a separate application and includes the Copper Kitchen site. While a site plan has been included with the drawing set for the Copper Kitchen COAC application, review of the site plan is not included in this staff report. The Gregory Street SDP and the Copper Kitchen COAC will be presented to City Council at the same meeting. Figure 3 represents the Copper Kitchen Site Plan and is included here for reference. Refer to the separate Gregory Street SDP staff report for details on that application.

Figure 3: Copper Kitchen Proposed Site Plan

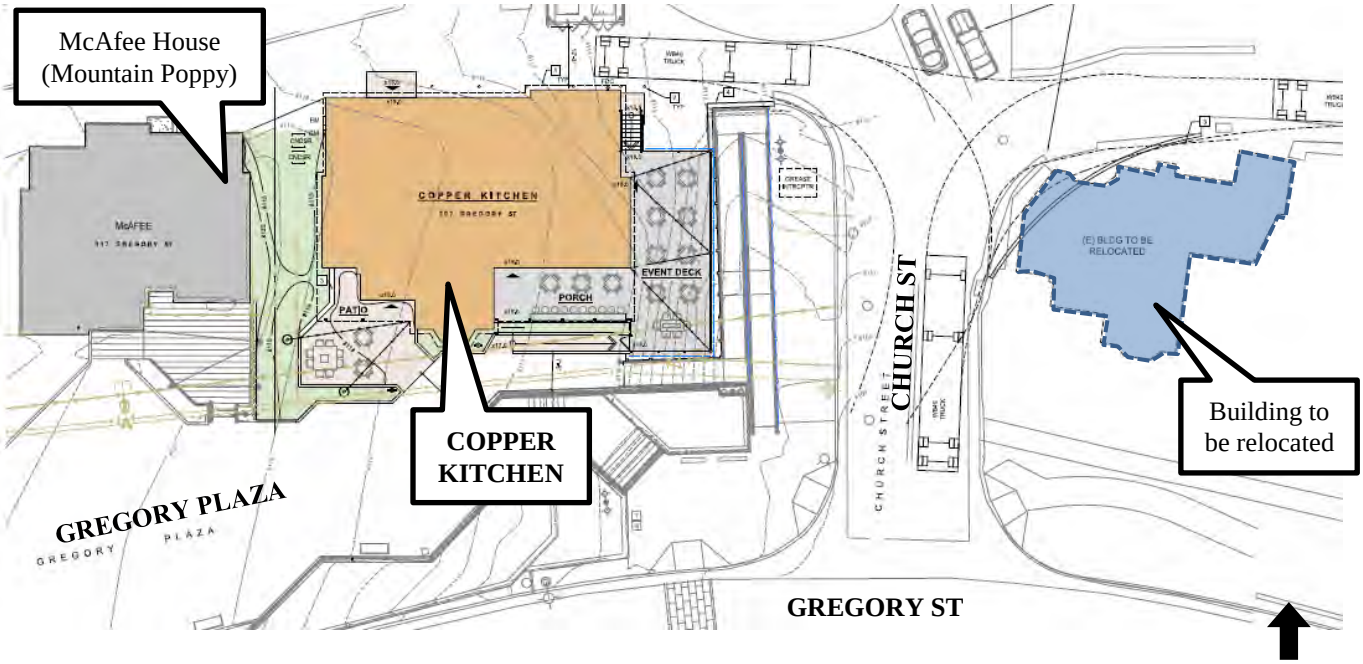
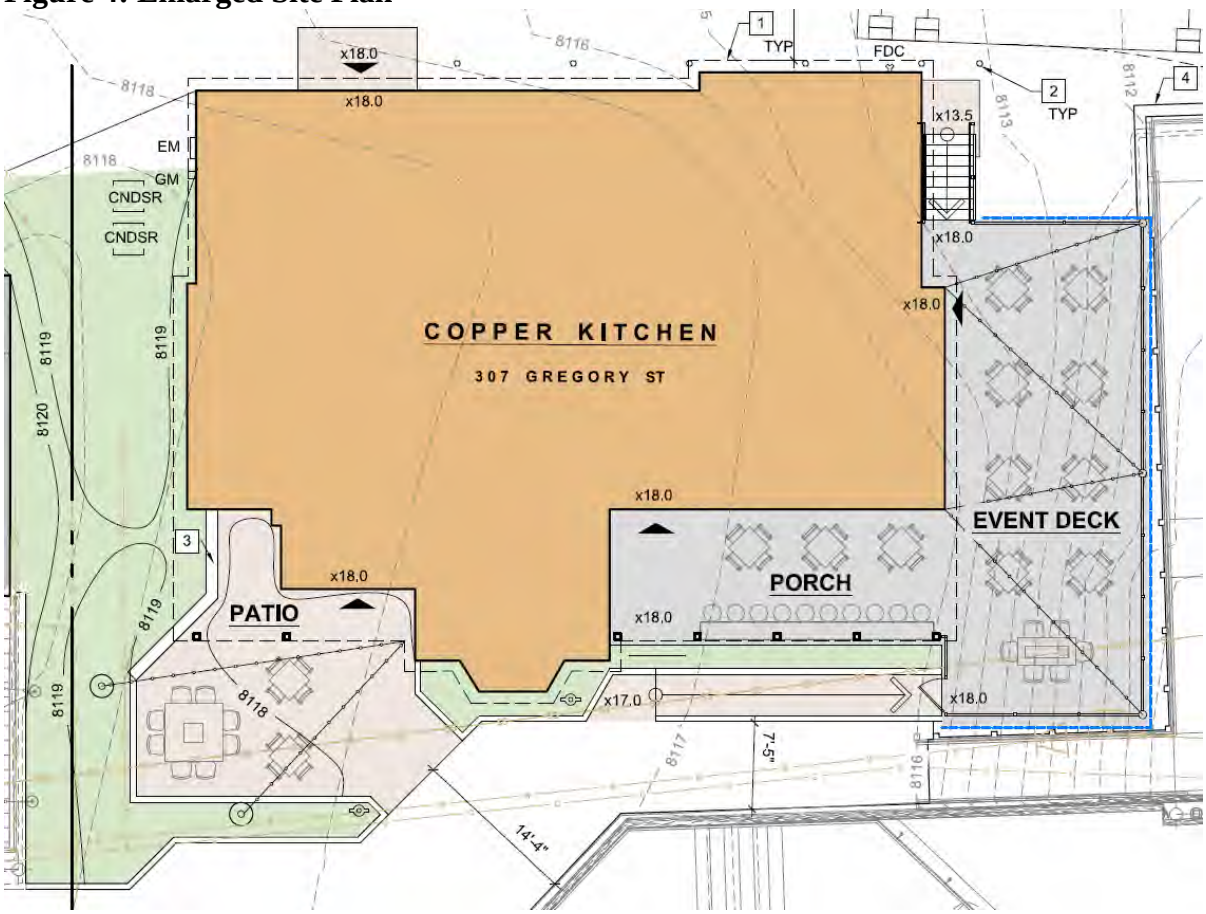


Figure 4: Enlarged Site Plan



PROPOSED SITE IMPROVEMENTS:

The proposed exterior improvements include the relocation of the vacant historic home at 271 Gregory Street to the vacant commercial pad site at 307 Gregory Street. The relocated building will be renovated including an addition to the rear. An adjacent patio, porch, and event deck will be constructed to provide outside drinking, dining, and event space. Proposed building materials are complementary to the existing buildings on Gregory Plaza and include horizontal lap siding, copper roofing and gutters, asphalt shingles, and corten panel screens in colors that are consistent with the historic color palette adopted by the City of Black Hawk.

Figure 5: Existing Historic Home/Building to be Relocated

Figure 6: Graphic Rendering of Renovated Copper Kitchen Building

Figure 7: Proposed Building Elevations

Figure 8: Exterior Finish Chart

EXTERIOR FINISH CHART				
COLOR	CSI#	TYPE	MRF	FINISH
	03 30 00	CONC	DAVIS COLORS	BAJA RED
	07 31 13	ASPHALT SHINGLES	OWENS CORNING	GEORGIAN BRICK
	07 41 43	COPPER ROOF & GUTTER	--	--
	07 42 13	METAL PANELS	CORTEN	A606-4
	07 53 23	EPDM	JOHN MANVILLE	JM EPDM 60
	08 52 30	WINDOW/ DOOR FRAMES	MARVIN WINDOWS	WINEBERRY
	09 91 13	PAINT - GUARDRAIL/ HANDRAIL	SHERWIN WILLIAMS	TRICORN BLACK
	09 91 13	PAINT - FIELD SIDING	SHERWIN WILLIAMS	DOWNING STRAW
	09 91 13	PAINT - TRIM	SHERWIN WILLIAMS	AURORA BROWN
	09 91 13	PAINT - ACCENT	SHERWIN WILLIAMS	ROYCRAFT BRASS

Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

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 public hearing will be held and the City Council should take in to consideration any comments discussed at that time. If his schedule permits, Matt Reed, City of Black Hawk Project Manager, may be available at the meeting to address any questions.

c. *The purpose of this Chapter;*
Staff Comment: The purpose of this chapter is to provide guidance for the appropriate development of property within each zone district as well as its particular suitability to specific uses. This chapter is also designed to promote the health and general welfare of the citizens of Black Hawk as well as visitors to the City. The proposed restaurant and bar use is suitable to the property's zoning and surrounding land uses. The establishment of this commercial business will not endanger the health and general welfare of the citizens or visitors of Black Hawk.

d. *Compliance with this Code and the payment of all fees required by this Code;*
Staff Comment: The City of Black Hawk, as the applicant, is not required to pay land use application fees.

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 architecture of the proposed renovations and the new construction fits in with the historic character of the City, and is consistent with other recently renovated buildings on Gregory Plaza. The proposed renovations will not affect the historic or aesthetic interest of the site or the district. All proposed colors match the approved historic color palette for the City of Black Hawk.

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 Regarding Exterior Site Improvements: The proposed renovations maintain the character of the existing Gregory Plaza site while improving the site's aesthetics, and providing additional non-gaming drinking and dining opportunities for residents and visitors.

Staff Comment Regarding the New Elevator: The design and selection of building materials are consistent with the historic character of Gregory Plaza. Complementary building materials include horizontal lap siding, corten metal screens, copper roofing, and asphalt shingles. All colors have been selected from the historic color palette adopted by the City and recommended for use.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided by PEH Architects on behalf of the City of Black Hawk for this project. The City of Black Hawk Municipal Code allows for new construction and exterior renovations of non-residential buildings with the approval of a Certificate of Architectural Compatibility. Staff from Baseline Corporation recommends that a Certificate of Architectural Compatibility be granted. The proposed construction and renovations are acceptable, consistent with the adopted Gregory Street Sub-Area Plan, and meet the Design Guidelines for commercial uses within the City adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Architectural Compatibility for the Copper Kitchen development be granted, subject to the following conditions:

1. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.
3. COAC approval is valid for up to 6 months after the approval date.

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 Copper Kitchen development meets 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. 42-2023, a resolution approving a Certificate of Architectural Compatibility for the Copper Kitchen development located at 307 Gregory St with the following conditions:

1. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.
3. COAC approval is valid for up to 6 months after the approval date.

Attachments:
- Land Development Application
- Copper Kitchen development plan set (attached to Resolution 42-2023)

Applicant's Submittal

	Black Hawk PO Box 68, Black Hawk, CO 80422	Certificate of Architectural Compatibility (COAC) - (Major) 23BH-PL00022

Application Details

Application Date:	04/25/2023	Property Owner:	City of Black Hawk
Acceptance Date:	04/25/2023	Mailing Address:	307 Gregory Street Black Hawk, CO 80422
Job Site Address:	307 Gregory Street, Black Hawk, CO 80422		
Category:	Planning	Phone:	(303) 582-0615
Permit Type:	Certificate of Architectural Compatibility (COAC) - (Major)	Email:	

Description of Work:

P-23-09 Relocation of a portion of a historic home which will be renovated into a restaurant/bar

Contractors:	Applicant:		
	Name: City of Black Hawk	Phone: (303) 582-0615	Email: clinker@cityofblackhawk.org
	Occupant:		
	Name:	Phone:	Email:

Permit Fields

# Parking Spaces:		Estimated Valuation:	$0.00
Lot Size:		Required Setback Back:	
Required Setback East:		Required Setback Left:	
Required Setback North:		Required Setback Right:	
Required Setback South:		Required Setback West:	
Total Square Footage:			

Application Terms

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner has been obtained. I also commit to pay all fees based on the City of Black Hawk's adopted fee schedule.

Submitted by: Julie.esterl@baselinecorp.com

This document is NOT a permit and does not constitute approval or authorize any construction or changes to the above location.

RESOLUTION 43-2023

A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY TO ALLOW AN ELEVATOR AND EXTERIOR IMPROVEMENTS FOR GREGORY POINT AT MOUNTAIN CITY LOCATED AT 410-496 GREGORY STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 43-2023

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY TO ALLOW AN ELEVATOR AND EXTERIOR IMPROVEMENTS FOR GREGORY POINT AT MOUNTAIN CITY LOCATED AT 410-496 GREGORY STREET

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

Section 1. The City Council hereby determines to approve the Certificate of Architectural Compatibility ("COAC") to allow an elevator and exterior improvements for Gregory Point at Mountain City, located at 410-496 Gregory Street, on the following conditions:

A. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk;

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

C. The COAC approval is valid for up to 6 months after the approval date.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

GREGORY POINT
AT
MOUNTAIN CITY
SITE IMPROVEMENTS AND 476 GREGORY STREET
Black Hawk, CO 80422

BLACK HAWK

PROJECT DIRECTORY

CLIENT:
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
Matt Reed
P: (303) 582-2288
MReed@CityofBlackHawk.org

ARCHITECT:
PEH ARCHITECTS
1720 14th Street, Suite 100
Boulder, CO 80302
P: (303) 442-0408
Peter E. Heinz, AIA, Principal
pehelnz@peharch.com
Nathan Piltatzke, AIA
nathanp@peharch.com

STRUCTURAL ENGINEER:
Mozer-Renn Structural
8573 E. Napa Place
Denver, CO 80237
Natalie Mozer-Renn, P.E.
P: (303) 759-2200
C: (303)870-5039
nmozer-renn@mrstructural.com

SURVEY:
Baseline
112 N Rubey Drive, Suite 210
Golden, CO 80403
P: (303) 940-9966
Noah Nemmers
C: (303) 482-7712
noah@baselinecorp.com
Jordan Piaskowy
C: (720) 722-0169
jordan.piaskowy@baselinecorp.com

GENERAL CONTRACTOR:
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MECHANICAL ENGINEER:
Seward Mechanical Systems
4175 Eldorado Springs Drive
Boulder, CO 80303
Paul Seward, P.E.
P: (303)926-9245
C: (303)587-5217
seward@steam-engine.com

ELECTRICAL ENGINEER:
JCN Engineering
3281 Routt St.
Weat Ridge, CO 80033
P: (303) 239-0736
Jeff Nielsen, P.E.
jcneng@comcast.net

CIVIL ENGINEER:
Perception
6901 South Pierce Street, Suite 315
Littleton, CO 80128
P: (303) 232-8088
Jerry Davidson, P.E.
C:(303) 520-2773
jdavidson@perceptiondesigngroup.com

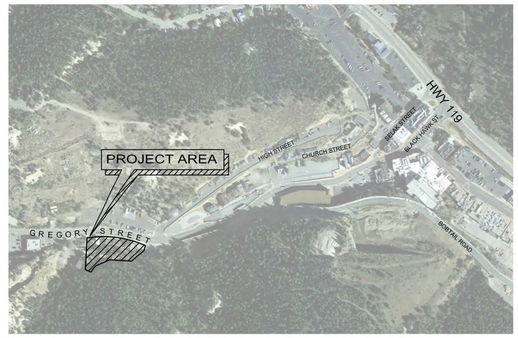
IECC COMPLIANCE

2015 IECC
BUILDING ENVELOPE MINIMUM PRESCRIPTIVE REQUIREMENTS:

CLIMATE ZONE: 5B

	REQUIRED	PROVIDE
ROOF (ATTIC):	R-38	R-38
WALL (MASS):	R-11.4ci	R-13ci
WALL (WOOD FRAME):	R-20	NA
WALL (BELOW GRADE):	R-7.5c.i.	R-10ci
FLOOR (JOISTED)	R-30	N/A
FLOOR (UNHEATED SLAB):	R-10, 24" DEPTH	N/A
WINDOWS (OPERABLE):	U-VALUE ≤ 0.45 SHGC ≤ 0.40 (S,E,W) ≤ 0.53 (N)	0.33 (MARVIN) 0 SPANDREL GLASS 0 SPANDREL GLASS
ENTRANCE DOORS:	U-VALUE ≤ 0.77	N/A (NO GLASS ON EXTERIOR DOORS)

* THE BUILDING SHALL BE TESTED AFTER DRY-IN, INSULATION, AND WINDOWS ARE INSTALLED AND SHALL NOT EXCEED 0.40 CFM/SF AT A PRESSURE DIFFERENTIAL OF 0.3 INCHES WATER GAUGE IN ACCORDANCE WITH ASTM E779. THE BUILDING SHALL ALSO BE TESTED AGAIN AFTER ALL INTERIOR FINISHES AND EXTERIOR FINISHES HAVE BEEN INSTALLED. TESTING SHALL COMPLY WITH THE REQUIREMENTS OF IECC C402.5.2



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VICINITY MAP (EXISTING AERIAL PHOTO)
NOT TO SCALE

PROJECT SUMMARY
BUILDING INFORMATION & CODE ANALYSIS

PROJECT DESCRIPTION:

BUILD A NEW 2 STOP ELEVATOR TO PROVIDE ACCESSIBLE ACCESS TO THE UPPER TERRACE OF THE GREGORY POINT AT MOUNTAIN CITY BUILDINGS.

REPLACE THE MAJORITY OF THE SITE FENCING AND GUARDRAILS AT EACH OF THE THREE TERRACES. INCLUDES REPLACEMENT OF HANDRAILS AND CONCRETE WALKING SURFACES IN LIMITED LOCATIONS. REPAIR OF STONE WALLS IN SELECT AREAS IS ALSO REQUESTED.

REPLACE GRAVEL ROAD AND PARKING SURFACE WITH ASPHALT SURFACE.

BUILDING JURISDICTION: CITY OF BLACK HAWK

ALL CONSTRUCTION SHALL CONFORM TO THE FOLLOWING APPLICABLE CODES:
2015 INTERNATIONAL BUILDING CODE (IBC)
2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2015 INTERNATIONAL FIRE CODE (IFC)
2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2015 INTERNATIONAL MECHANICAL CODE (IMC)
2015 INTERNATIONAL FUEL GAS CODE (IFGC)
2015 INTERNATIONAL PLUMBING CODE (IPC)
2017 NATIONAL ELECTRICAL CODE (NEC)
2012 NATIONAL FIRE PROTECTION ASSOCATION 101 (NFPA)
2009 INTERNATIONAL CODE COUNCIL/ AMERICAN NATIONAL STANDARD INSTITUTE (ICC/ANSI)
* REFER TO BUILDING PERMIT DOCUMENTS AND ALL CONSTRUCTION DOCUMENTS FOR ADDITIONAL CODE REQUIREMENTS.

CODE REVIEW IS FOCUSED ON THE CONSTRUCTION OF THE ELEVATOR
ZONE DISTRICT: HISTORIC APPRECIATION RECREATION DISTRICT (HARD)
OCCUPANCY GROUP: U (UTILITY) - STAND ALONE ACCESSORY BUILDING TO THE BUILDINGS OF GREGORY POINT
CONSTRUCTION TYPE: II-B

ALLOWABLE HEIGHT:
STORIES ALLOWED (DOES NOT INCLUDE STORY INCREASE PER IBC 504.4)
UP 2 STORIES ALLOWED, 2 STORIES PROPOSED
HEIGHT ALLOWED 55' ALLOWED, 36'-1" PROPOSED

FIRE SPRINKLERS: NOT REQUIRED BY MUNICIPAL CODE (IFC SECTION 903.2)
STAND PIPE: NOT REQUIRED (STANDPIPE IS REQUIRED IF HIGHEST STORY IS OVER 30' ABOVE FIRE DEPT. ACCESS)

BUILDING AREA:
FIRST FLOOR: 175 SF
SECOND FLOOR: 88 SF
TOTAL BUILDING AREA: 263 SF

ALLOWABLE AREA (PER TABLE 506.2): 8,500 SF (PER STORY)

OCCUPANT LOAD CALCULATION
FIRST FLOOR = 15 (GROSS BASED ON MAX OCCUPANCY FROM ELEVATOR MFR FOR CAB CAPACITY)
SECOND FLOOR = 0 (NO OCCUPANCY SHOWN ... MAX OCC. OF ELEVATOR CAB SHOWN ON FIRST FLOOR)
TOTAL OCCUPANT LOAD = 15

FIRE-RESISTANCE REQUIREMENTS - TYPE II-B CONSTRUCTION

STRUCTURAL FRAME: 0 HR
EXTERIOR BEARING WALLS: 0 HR PER TABLE 602 (10' TO 30' FSD)
INTERIOR BEARING WALLS: 0 HR
EXTERIOR NON-BEARING WALLS: 0 HR PER TABLE 602 (10' TO 30' FSD)
INTERIOR NON-BEARING WALLS: 0 HR
FLOOR CONSTRUCTION: 0 HR
ROOF CONSTRUCTION: 0 HR

MAX. AREA OF EXTERIOR OPENINGS: 25% MAX (UNPROTECTED/NONSPRINKLERED) FOR 15' TO 20' FSD
SOUTH ELEVATION 6% OPENINGS (24SF DOOR /392 SF WALL)

FIRE WALLS: NONE
FIRE BARRIERS: NONE
SHAFT ENCLOSURES: NONE
FIRE PARTITIONS : 1-HOUR CORRIDORS WHERE >30 OCC. LOAD PER IBC 1020.1
SMOKE BARRIERS: NOT REQUIRED PER CHAPTER 4
SMOKE PARTITIONS: NOT REQUIRED PER CHAPTER 4

ENERGY CODE COMPLIANCE:
ENVELOPE: PRESCRIPTIVE (SEE IECC COMPLIANCE THIS SHEET)
MECHANICAL: SEE DRAWINGS
LIGHTING: SEE DRAWINGS

SHEET INDEX

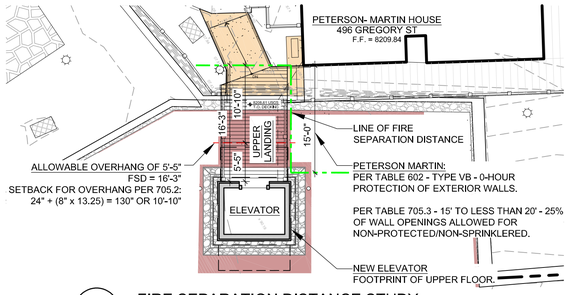
SHEET NUMBER	SHEET TITLE
ARCHITECTURAL	
A000	COVER SHEET AND PROJECT INFORMATION
A100	SITE PLAN AS-BUILT
A101	SITE PLAN DEMO
A102	SITE PLAN PROPOSED
A103	ENLARGED SITE PLAN
A110	GUARDRAIL DETAILS
A200	DEMO FLOOR PLANS & PROPOSED PLANS
A300	ELEVATIONS
A400	WALL SECTIONS
A401	DETAILS
A800	SCHEDULES AND DETAILS
A801	DOOR DETAILS
CIVIL	
C100	SITE AND GRADING PLAN
C200	CONSTRUCTION DETAILS
STRUCTURAL	
S200	FOUNDATION & FIRST FLOOR FRAMING PLAN
S400	GENERAL NOTES AND SECTIONS
S401	SECTIONS
MECHANICAL/PLUMBING	
MP100	MECHANICAL AND PLUMBING PLAN
ELECTRICAL	
E100	ELECTRICAL SITE PLAN, LEGEND, & SCHEDULES

VIEW OF ELEVATOR

1st FLOOR:	2nd FLOOR:
103.66 SF WALL	66.37 SF WALL
24.15 SF OPENINGS	12.07 SF OPENINGS
127.81 SF TOTAL	78.44 SF TOTAL

	1st	2nd
WALL AREA PERCENTAGE:	81%	85%
OPENING AREA PERCENTAGE:	19%	15%

PETERSON MARTIN SOUTH ELEVATION
1/8" = 1'-0"



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FIRE SEPARATION DISTANCE STUDY
1" = 10'-0"

0 2 4

CITY OF BLACK HAWK PERMIT # 20-021

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

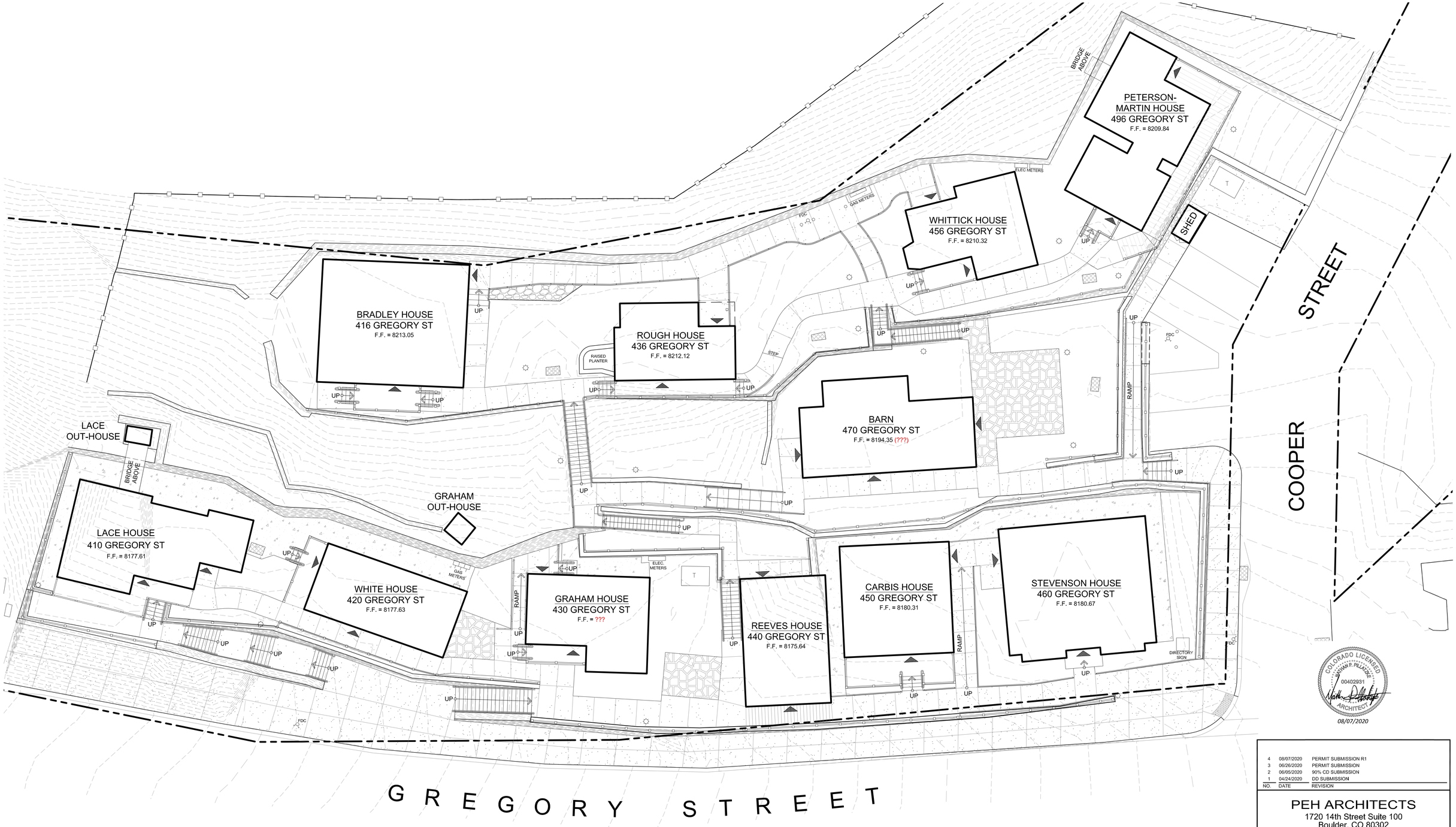
PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY STREET
Black Hawk, CO 80422

SHEET TITLE
COVER SHEET

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	LE
CHECKED BY:	PEH

SHEET NUMBER
A000



SITE PLAN AS-BUILT
1" = 10'-0"

0 5 10

SITE PLAN KEY

- T TRANSFORMER
- ENTRY LOCATION
- LIGHT POLE
- BOLLARD
- FDC FIRE HYDRANT / FDC
- AREA DRAIN
- STAMPED & COLORED CONCRETE SLAB ON GRADE
- CONC. DRAINAGE SWALE
- DRY STACK STONE LANDSCAPING

COLORADO LICENSED
NIRAV P. PILLAI
00402931
ARCHITECT

08/07/2020

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

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Boulder, CO 80302
303-442-0408

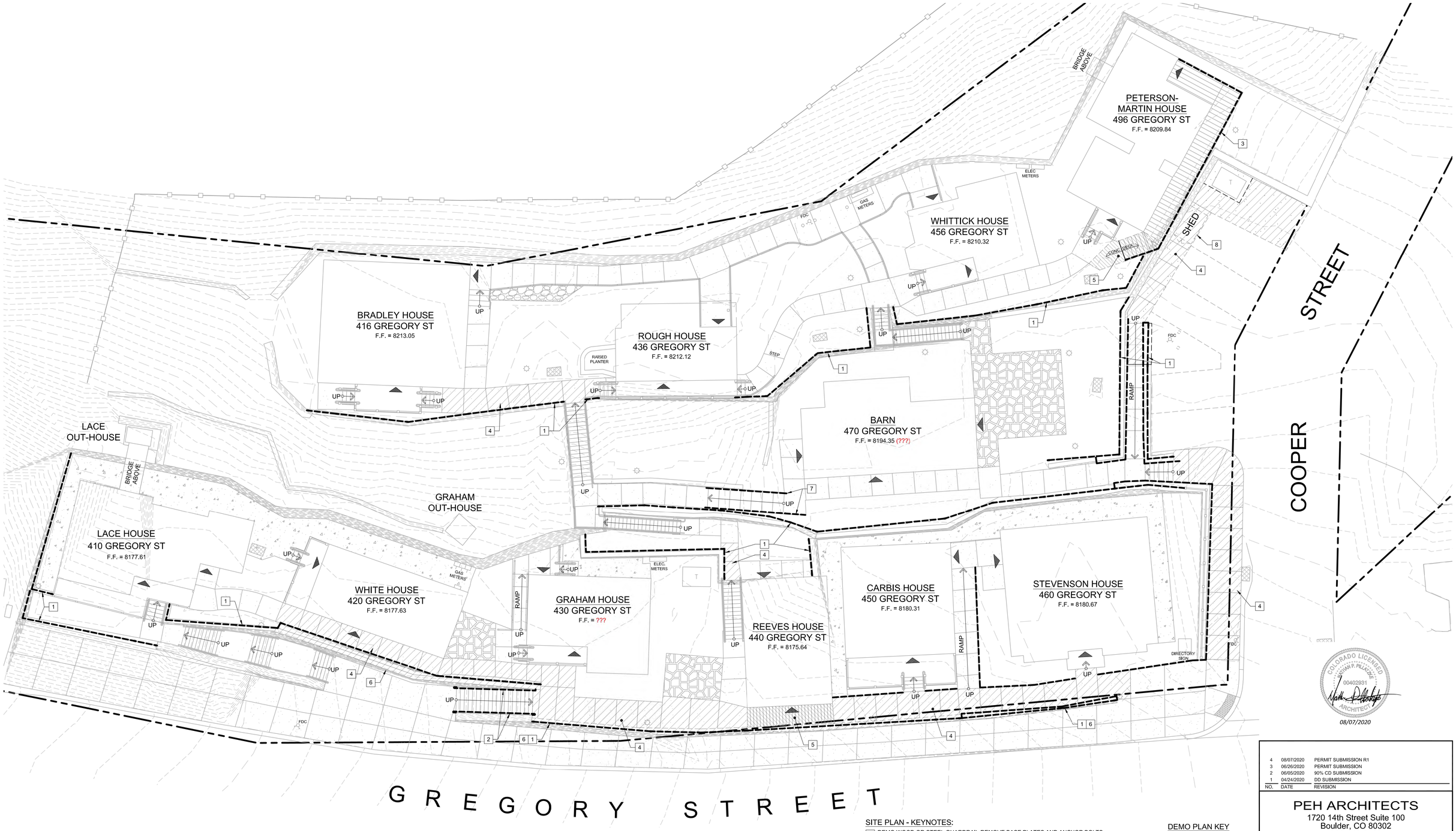
GREGORY POINT AT MOUNTAIN CITY

476 GREGORY STREET
Black Hawk, CO 80422

SHEET TITLE
SITE PLAN AS-BUILT

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	NAB
CHECKED BY:	PEH

SHEET NUMBER
A100



DEMO PLAN
1" = 10'-0"

0 5 10

SITE PLAN - KEYNOTES:

1. DEMO WOOD OR STEEL GUARDRAIL REMOVE BASE PLATES AND ANCHOR BOLTS. CUT OFF POSTS FLUSH W/ TOP OF CONC POST HOLES, AND SOLID GROUT OPENINGS.
2. DEMO STEEL HANDRAIL. CHIP OUT AND REMOVE EMBEDED BRACKET. REPAIR GROUTED STONE SURFACE.
3. DEMO GUARDRAIL. CAREFULLY REMOVED FROM SYNTHETIC DECKING. DECKING TO REMAIN.
4. DEMO AND REMOVE CONC. SLAB ON GRADE. SAW CUT AT ADJOINING SLABS.
5. DEMO AND REMOVE COMPOSITE DECKING AND WOOD FRAMING.
6. DEMO TOP OF GROUTED STONE RET. WALL COORD. EXTENTS OF DEMO W/ NEW CONC. SLAB POUR-OVER. SALVAGE AND STOCK-PILE STONE FOR OWNER.
7. DEMO STEEL HANDRAIL & POSTS. CUT AND GRIND CONC. ANCHOR BOLTS FLUSH WITH CONC.
8. RELOCATE (E) SHED. SEE 1/A200

DEMO PLAN KEY

- TRANSFORMER
- ENTRY LOCATION
- LIGHT POLE
- BOLLARD
- FDC — FIRE HYDRANT / FDC
- AREA DRAIN
- STAMPED & COLORED CONCRETE SLAB ON GRAD
- CONC. DRAINAGE SWALE
- DRY STACK STONE LANDSCAPING
- DEMO CONC. AND WOOD WALKING SURFACE
- DEMO HAND AND/OR GUARDRAIL.

COLORADO LICENSED
NATHAN F. PILLAGE
00402931
ARCHITECT

08/07/2020

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GREGORY POINT
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MOUNTAIN CITY
476 GREGORY STREET
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SHEET TITLE
SITE PLAN
DEMO

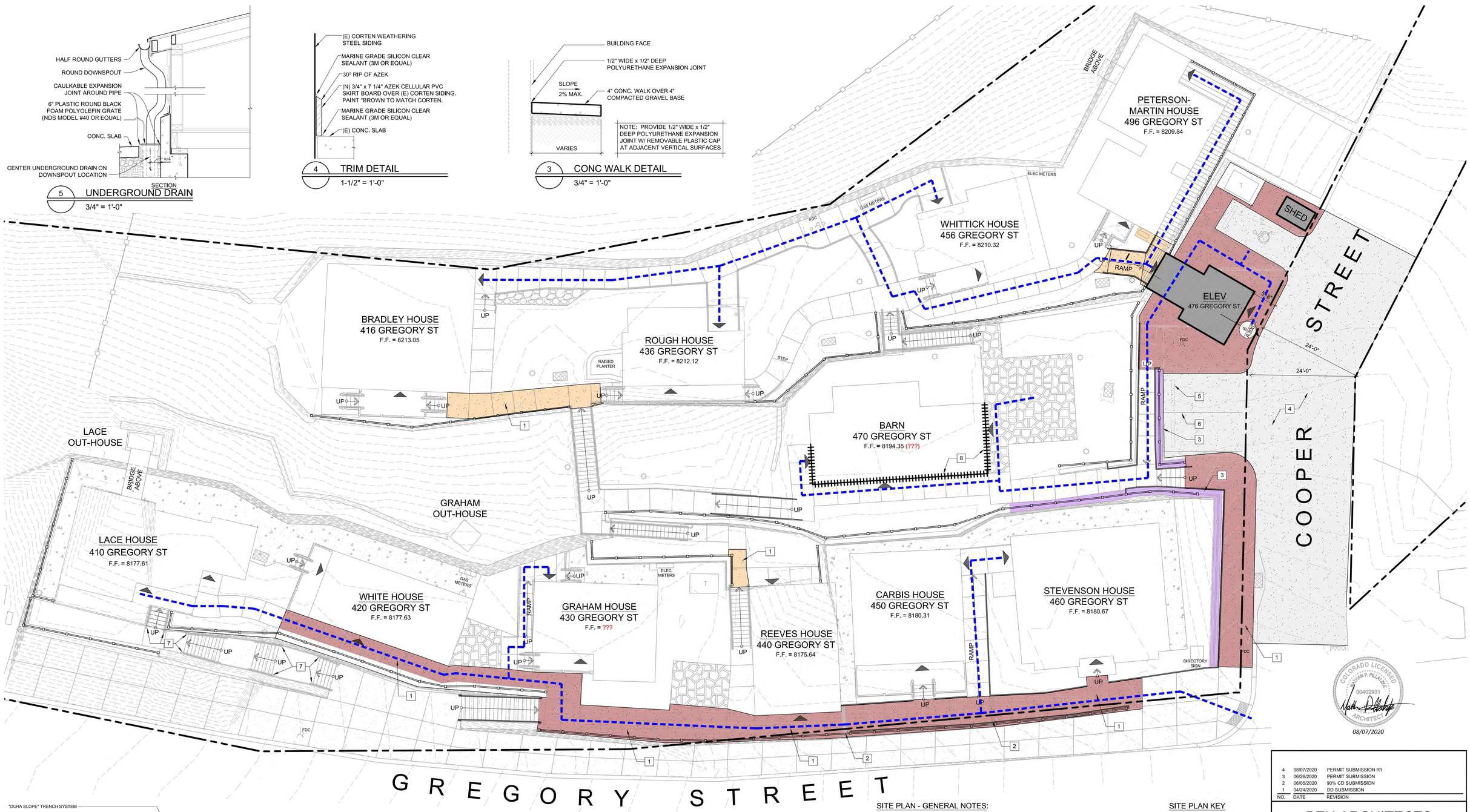
PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	NAB
CHECKED BY:	PEH

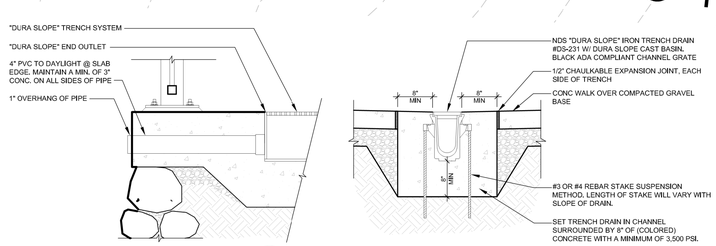
SHEET NUMBER
A101

5 UNDERGROUND DRAIN
3/4" = 1'-0"

4 TRIM DETAIL
1-1/2" = 1'-0"

3 CONC WALK DETAIL
3/4" = 1'-0"





2 TRENCH DETAILS
3/4" = 1'-0"

1 SITE PLAN PROPOSED
1" = 10'-0"
0 5 10

SITE PLAN - GENERAL NOTES:

1. REFER TO SHEET A110 FOR REPLACEMENT OF GUARDRAILS AND HANDRAILS.
2. GC TO REVIEW AND DOCUMENT GRADES OF WALKWAYS TO BE REPLACED PRIOR TO REPLACEMENT.

SITE PLAN - KEYNOTES:

1. (N) 4" SLAB ON GRADE (BAJA RED OR OMAHA TAN BY DAVIS COLORS - SEE LEGEND). PROVIDE THICKENED EDGE POUR OVER AT STONE WALLS PER 1/A110. SLAB TO ALIGN WITH EXISTING SURFACES. MAXIMUM CROSS SLOPE OF 1:48. MAXIMUM SLOPE IN DIRECTION OF TRAFFIC IS 1:20 WITHOUT HANDRAILS. MAX SLOPE OF 1:12 WHERE HANDRAILS ARE PROVIDED.
2. REPLACE (E) TRENCH DRAIN WITH (N) CAST-IN TRENCH WITH COVER PLATE, RE: 2/A102.
3. REMOVE LOOSE STONES, REMOVE MORTAR FROM STONES AND RESET STONES. INFILL MISSING STONES FROM TOP AND SIDES OF HIGHLIGHTED WALLS.
4. REGRADE AND ADD ASPHALT TO COOPER STREET. RE: CIVIL
5. (N) PARKING BLOCK (3 TOTAL).
6. (N) PAINT AT PARKING SPACES.
7. (E) HANDRAIL TO BE REPAIRED/REPAINTED. GRIND RUST AREAS AND REPAIR WITH NEW MATERIAL IF NECESSARY.
8. ADD TRIM TO BASE OF WALL AT JUNCTION WITH CONC. SLAB. RE: 4/A102.

SITE PLAN KEY

- TRANSFORMER
- ENTRY LOCATION
- LIGHT POLE
- BOLLARD
- FDC FIRE HYDRANT / FDC
- ACCESSIBLE ROUTS MAINTAIN ADA COMPLIANT
- (E) STAMPED & COLORED CONCRETE SLAB ON GRADE
- (E) CONC. DRAINAGE SWALE
- (E) DRY STACK STONE LANDSCAPING
- (N) OMAHA TAN CONC. WALK
- (N) BAJA RED CONC. WALK
- (N) ASPHALT DRIVE RE: CIVIL
- (N) GUARDRAIL RE: A110
- (N) HANDRAIL RE: A110
- REPAIR (E) STONE WALL. RE: KEYNOTES ON A102

COLORADO LICENSED
NATHAN P. PILLATSKIE
00402931
ARCHITECT
08/07/2020

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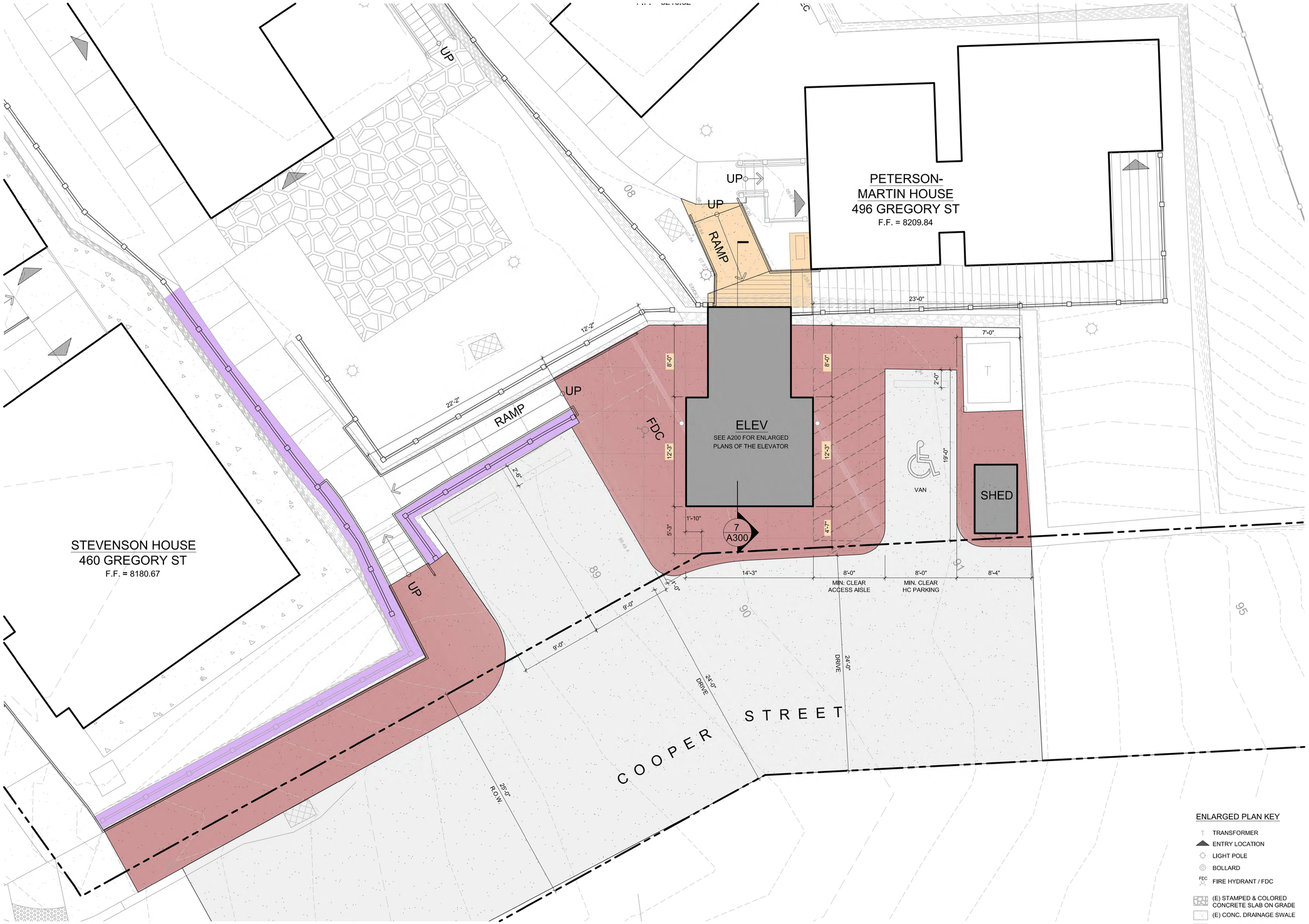
SHEET TITLE
SITE PLAN PROPOSED

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	NAB
CHECKED BY:	PEH

SHEET NUMBER
A102



1 ENLARGED SITE PLAN
1" = 5'-0"

0 2.5 5

ENLARGED PLAN KEY

- T TRANSFORMER
- ENTRY LOCATION
- LIGHT POLE
- BOLLARD
- FDC FIRE HYDRANT / FDC
- (E) STAMPED & COLORED CONCRETE SLAB ON GRADE
- (E) CONC. DRAINAGE SWALE
- (E) DRY STACK STONE LANDSCAPING
- (N) OMAHA TAN CONC. WALK
- (N) BAJA RED CONC. WALK
- (N) ASPHALT DRIVE RE: CIVIL
- (N) GUARDRAIL RE: A110
- (N) HANDRAIL RE: A110
- REPAIR (E) STONE WALL. RE: KEYNOTES ON A102

COLORADO LICENSED
NAVAR P. PILLAI
00402931
ARCHITECT

08/07/2020

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SHEET TITLE
ENLARGED SITE PLAN

PROJECT:	2019.25
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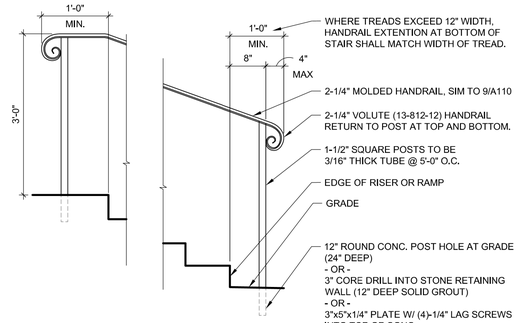
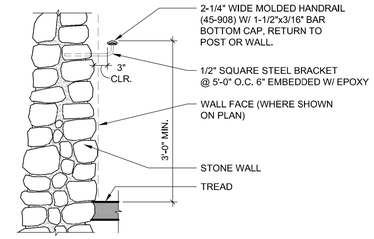
SHEET NUMBER
A103



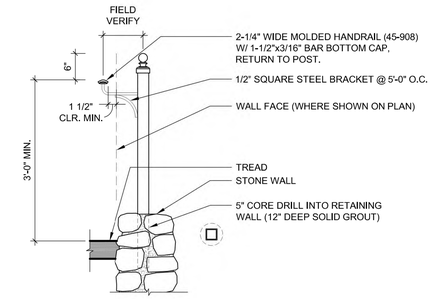
10 HANDRAIL TERMINATION AT POST

3/4" = 1'-0"



9 HANDRAIL

3/4" = 1'-0"



8 HANDRAIL

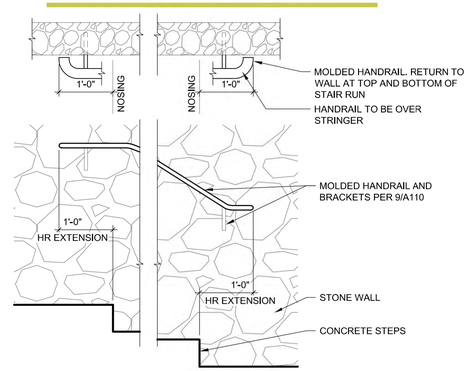
3/4" = 1'-0"

ORNAMENTAL GUARDRAIL AND FENCE NOTES:

1. POSTS, PICKETS, AND HORIZ. RAILS TO BE MILD STEEL.
2. CAST IRON PIECES BY KING ARCHITECTURAL METALS.
3. ALL COMPONENTS TO BE PAINTED BLACK (SHOP PAINTED W/ FIELD TOUCH-UPS USING POLYURETHANE PAINT).
4. WHEN ON SLOPING GRADE, RAILING TO BE INSTALLED W/ POSTS + PICKETS VERT. AND HORIZ. RAILS TO FOLLOW THE SLOPE. GC OR FABRICATOR TO VERIFY SLOPES PRIOR TO SHOP DRAWINGS/FABRICATION.
5. POSTS TO BE SPACED EQUALLY ALONG STRAIGHT RUNS.
6. GRIND ALL WELDS SMOOTH.

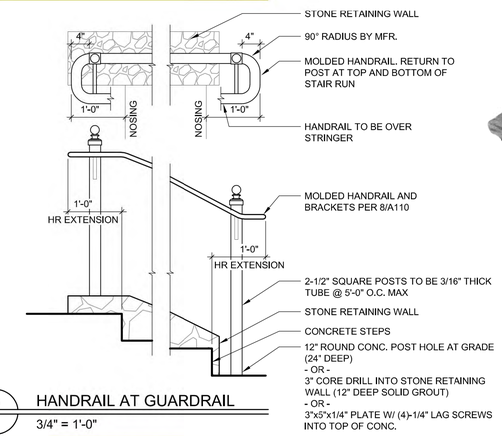
5 RAILING & GUARDRAIL KEY PLAN

N.T.S.



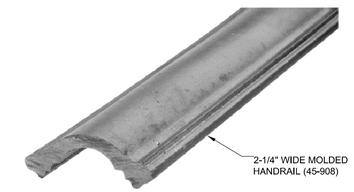
7 HANDRAIL AT WALL

3/4" = 1'-0"



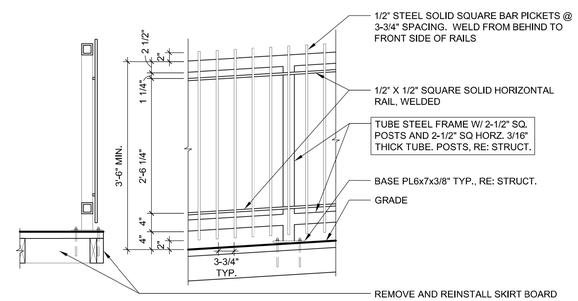
6 HANDRAIL AT GUARDRAIL

3/4" = 1'-0"



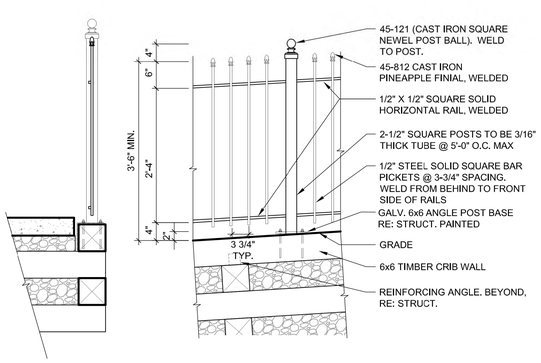
ORNAMENTAL HANDRAIL

N.T.S.



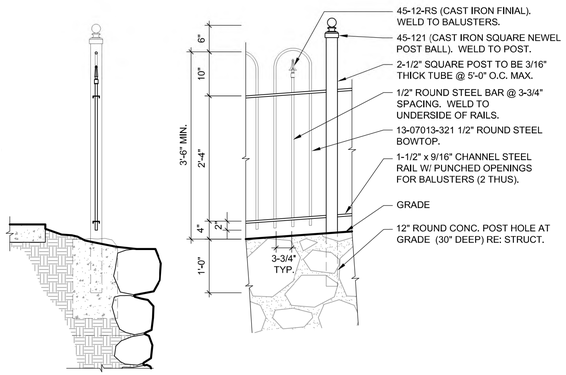
4 ORNAMENTAL METAL GUARDRAIL

3/4" = 1'-0"



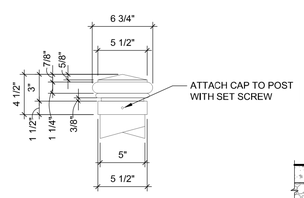
3 ORNAMENTAL METAL GUARDRAIL

3/4" = 1'-0"



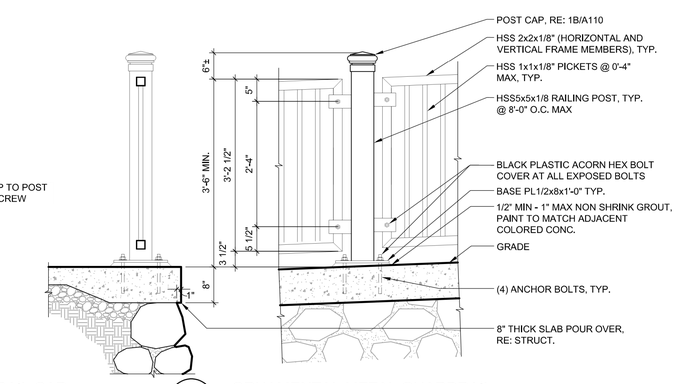
2 ORNAMENTAL METAL GUARDRAIL

3/4" = 1'-0"



1B ORNAMENTAL METAL GUARDRAIL CAP

1-1/2"= 1'-0"



1 ORNAMENTAL METAL GUARDRAIL

3/4" = 1'-0"

COLORADO LICENSED
WILLIAM P. PILLAR JR.
00402931
ARCHITECT

08/07/2020

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

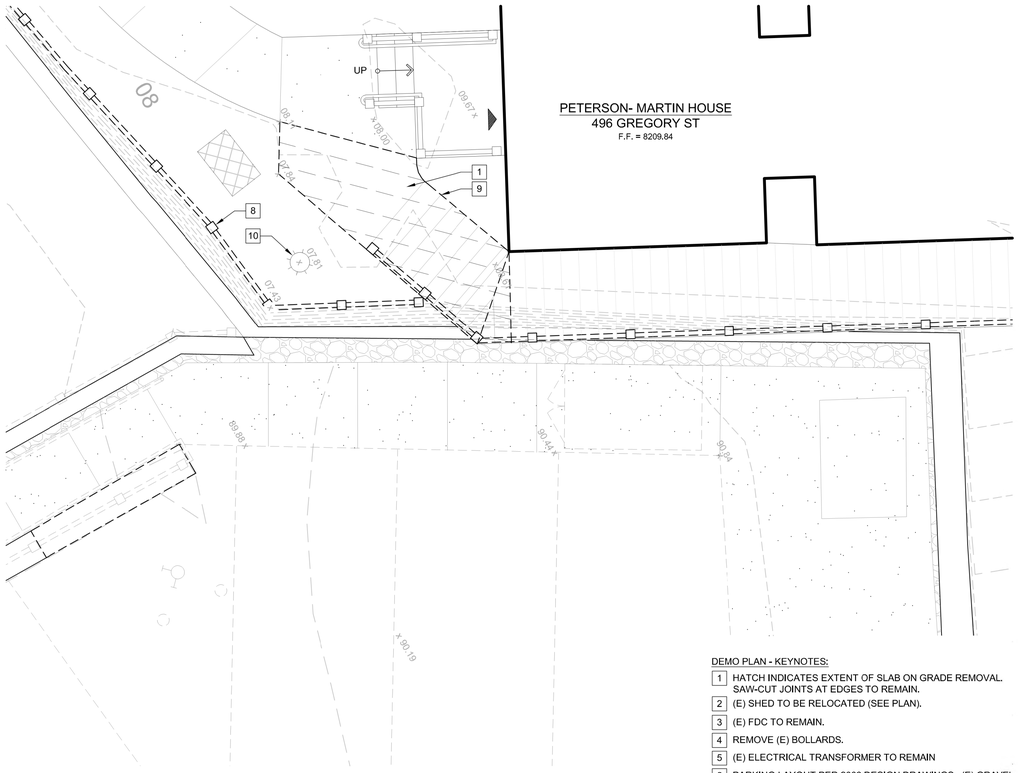
PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY STREET
Black Hawk, CO 80422

SHEET TITLE
GUARDRAIL DETAILS

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	NAB
CHECKED BY:	PEH

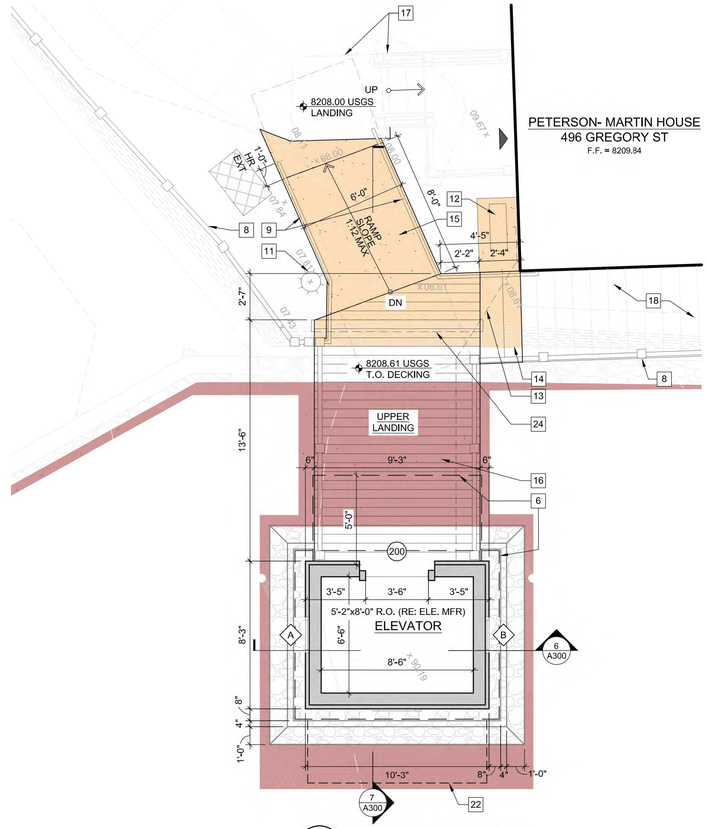
SHEET NUMBER
A110



5 SECOND FLOOR DEMO PLAN
1/4" = 1'-0"

DEMO PLAN - KEYNOTES:

1. HATCH INDICATES EXTENT OF SLAB ON GRADE REMOVAL. SAW-CUT JOINTS AT EDGES TO REMAIN.
2. (E) SHED TO BE RELOCATED (SEE PLAN).
3. (E) FDC TO REMAIN.
4. REMOVE (E) BOLLARDS.
5. (E) ELECTRICAL TRANSFORMER TO REMAIN
6. PARKING LAYOUT PER 2003 DESIGN DRAWINGS. (E) GRAVEL PARKING SURFACE DOES NOT INCLUDE PAINTED PARKING LAYOUT.
7. DEMO PORTION OF EXISTING RAMP AND RETAINING WALL
8. DEMO & REPLACE GUARDRAIL, FENCE AND HANDRAIL. RE: A110 FOR SITE IMPROVEMENTS.
9. DEMO PORTION OF WOOD WALKWAY.SALVAGE DECKING FOR REUSE.
10. (E) LAMP POST TO REMAIN.



2 SECOND FLOOR PLAN
1/4" = 1'-0"

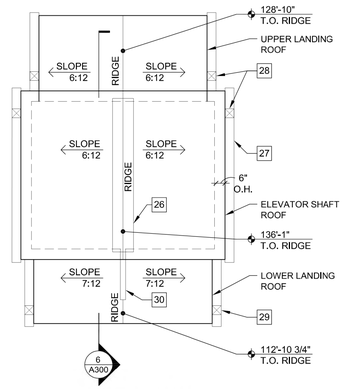
ELEVATOR SHAFT IS DESIGNED FOR SCHINDLER 3100 MRL - 2,500LBS.		
	WIDTH	DEPTH
SHAFT	8'-6"	6'-6"
CAB	6'-9"	4'-4"
YES	ANSI 117.1 ACCESSIBLE	
NO	AMBULANCE STRETCHER	

ALT. TRACTION MACHINE ROOM LESS ELEVATORS WILL BE CONSIDERED.

ELEVATOR BELTS TO BE NON-COMBUSTIBLE.

FIRE SPRINKLER NOT EXPECTED IN SHAFT

SHUNT TRIP NOT EXPECTED IF FIRE SPRINKLER NOT REQUIRED



3 ROOF PLAN
1/4" = 1'-0"

FLOOR & ROOF PLAN - KEYNOTES:

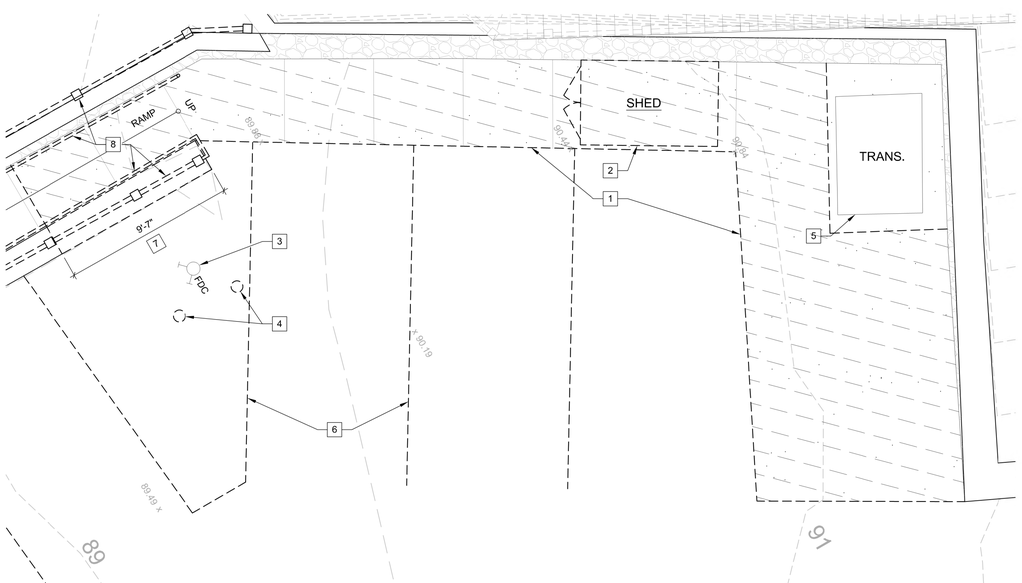
1. (N) LOCATION FOR (E) SHED. SET ON (N) P.T. 4X4 OVER (E) CONC. SLAB. 4X4'S TO WRAP ALL 4 SIDES AND BE LEVEL PRIOR TO SETTING SHED.
2. (N) 4" CONC. FILLED GALV. STEEL BOLLARD. 36" HEIGHT W/ 36" BURRY IN 12" ROUND CONC. POST HOLE. PAINT CAUTIONARY YELLOW.
3. (N) PARKING BLOCK / WHEEL STOP.
4. (E) FIRE DEPARTMENT CONNECTION TO REMAIN.
5. EDGE OF WALKWAY ABOVE
6. EDGE OF ROOF ABOVE.
7. 8'-0" MIN. WIDTH CLEAR ACCESS AISLE FOR ACCESSIBLE PARKING. DIMENSIONS PROVIDED ON A103.
8. (N) GUARDRAIL. RE: A110 FOR SITE IMPROVEMENTS.
9. (N) HANDRAIL. RE: A110 FOR SITE IMPROVEMENTS.
10. (N) COLORED CONCRETE WALK (BAJA RED BY DAVIS COLORS)
11. (E) LAMP POST TO REMAIN.
12. (N) CONDENSOR AND CONC. HOUSEKEEPING PAD. RE: MECH.
13. ELEC LINES AND CONDENSING LINES TO BE BELOW GRADE AND UNDER THE FRAMING OF THE UPPER LANDING.
14. REPLACE DECKING FROM SALVAGED DECKING BOARDS. REVISE FRAMING TO ENSURE FLUSH TIE-IN WITH NEW METAL DECKING.
15. (N) CONCRETE WALK/RAMP TIE-IN BETWEEN (E) WALK AND (N) UPPER LANDING.
16. (N) METAL GRATE DECKING LANDING. DECKING TO HAVE 1/2" MAX OPENING.
17. (E) WOOD PORCH AND (E) CONC WALK TO REMAIN.
18. EXISTING SYNTHETIC DECKING TO REMAIN.
19. 18"x18"x24" DEEP CAST IN PLACE CONC SUMP PIT. COORDINATE WITH ELEVATOR MFR. PROVIDE GALV. BAR GRATE SUMP PIT COVER. RE: PLUMB FOR SUMP PUMP.
20. EVAPORATOR FOR HEATING/COOLING MOUNTED ON UNI-STRUT AT TOP OF SHAFT. RE:MECH.
21. RECESSED ELECTRIC METER AND ELECTRIC PANEL. RE: ELEC.
22. EDGE OF ROOF BELOW
23. DOWN SPOUT TO UNDERGROUND DRAIN. SEE DETAIL 5/A102. ALSO SEE CIVIL FOR UNDERGROUND DRAINS
24. CONC. CURB/FOOTING BELOW, RE: STRUCT.
25. KNOXBOX 3200 (SURFACE MOUNT MODEL) TO BE RECESSED INTO STONE VENEER. MOUNT AT 4'-0" ABOVE GRADE. SEE 7/A300 FOR APPROX. LOCATION.
26. RIDGE VENT FULL WIDTH OF RIDGE.
27. GUTTER TYP. AT ALL EAVES.
28. DOWNSPOUT TO UNDERGROUND DRAIN RE: EXT. ELEVATIONS A300
29. GUTTER DOWNSPOUT W/ SPITTER TO CONCRETE BELOW
30. EXPOSED RIDGE BEAM.

ROOF VENTILATION REQUIREMENTS:
CROSS VENTILATION TO BE PROVIDED PER IBC 1203.2

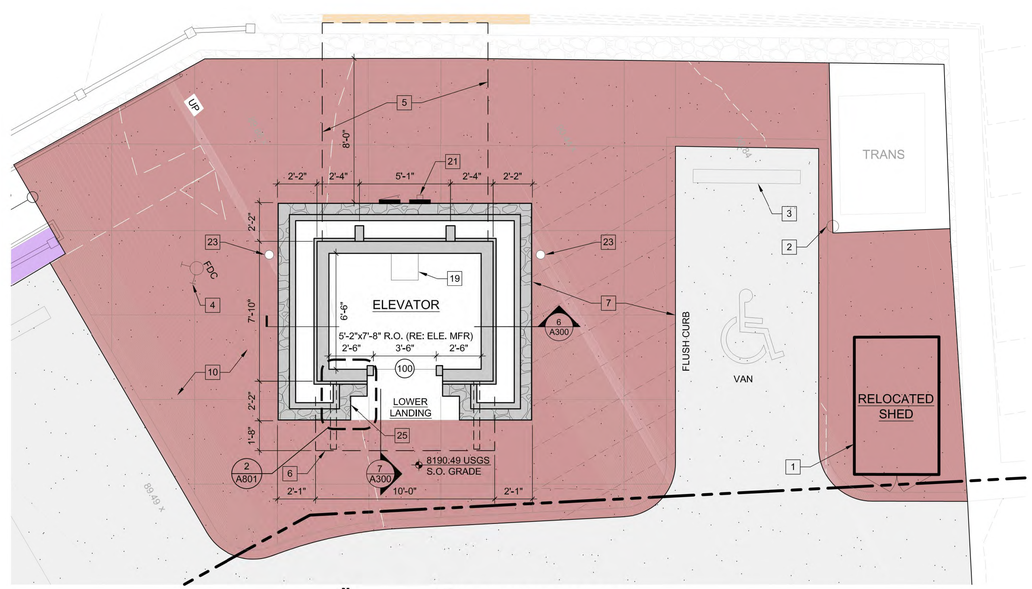
ROOF AREA:	85 SF	
REQUIRED VENTING:	81.6 IN^2	(1/150)
RIDGE VENTS:	99 IN^2	(76%)
SOFFIT VENTS:	32 IN^2	(24%)

RIDGE VENT LOCATIONS:
(18 IN^2 PER LINEAL FOOT x 5.5 LF) SHOWN PER ROOF PLAN

SOFFIT VENT LOCATIONS:
(PROVIDE (1) 1"x8" SLOT AT EACH ROOF CORNER)



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



PLAN NORTH
TRUE NORTH

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

0 2 4

COLORADO LICENSED
WILLIAM P. PILLAR JR.
00402931
ARCHITECT
08/07/2020

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3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
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PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY STREET
Black Hawk, CO 80422

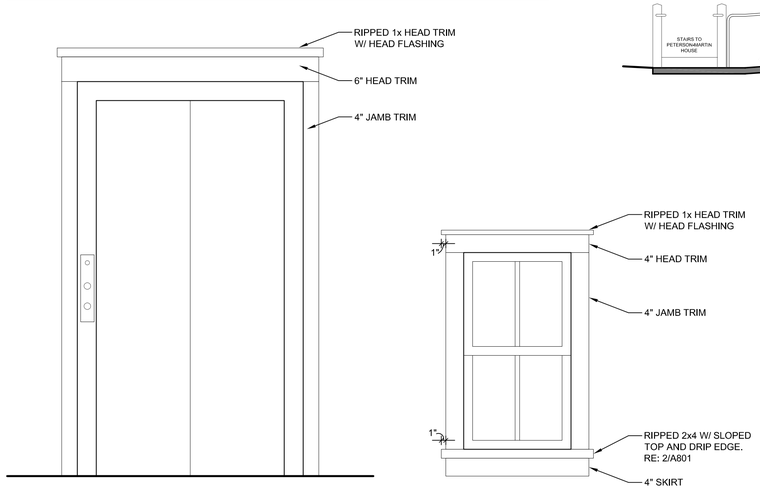
SHEET TITLE
DEMO FLOOR PLANS & PROPOSED PLANS

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	NAB
CHECKED BY:	PEH

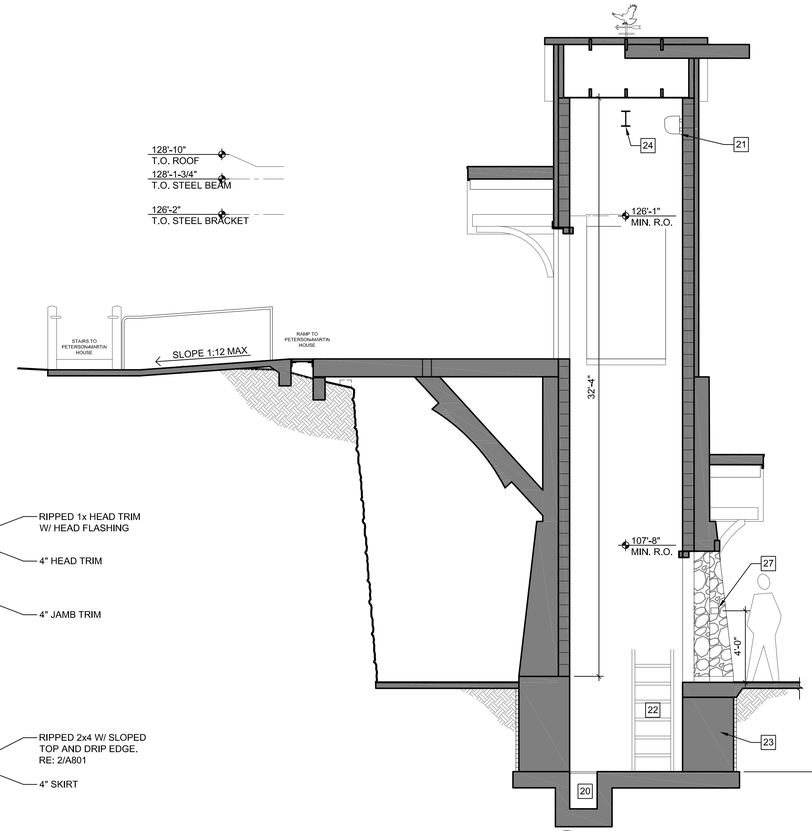
SHEET NUMBER
A200

EXTERIOR FINISH CHART

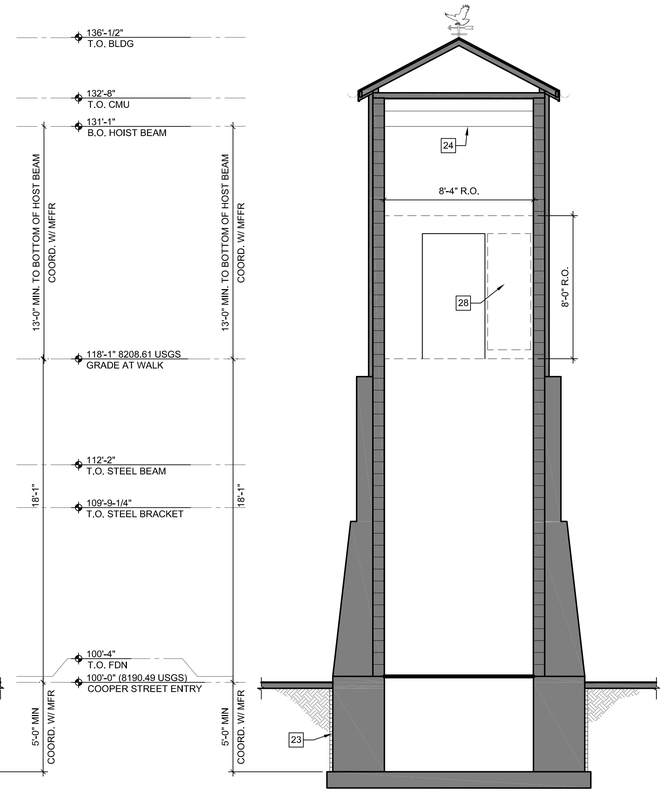
COLOR	CSI#	TYPE	MANUFACTURER	FINISH
	04 40 00	SAND STONE LINTEL	–	LYONS RED SANDSTONE
	04 43 13	STONE	–	NATURAL STONE (AVAILABLE FROM CITY OF BLACK HAWK)
	04 43 13	MORTAR	SPECMIX	SM250 ANTIQUE WHITE JOINTS TO APPEAR "DRY LAID"
	07 31 13	ASPHALT SHINGLE ROOF	CERTAINTEED CARRIAGE HOUSE	GATEHOUSE SLATE
	07 42 13	METAL WALL PANELS		CORTEN
	08 52 30	CLAD WINDOWS	MARVIN WINDOWS	CADET GRAY
	09 91 13	SOFFIT	SHERWIN-WILLIAMS	MAISON BLANCHE SW 7526
	09 91 13	ACCENT (DOOR, STEEL BRACKETS)	SHERWIN-WILLIAMS	FOGGY DAY SW 6235
	09 91 13	TRIM	SHERWIN-WILLIAMS	TEAL STENCIL SW 0018



8 TYPICAL WINDOW AND DOOR TRIM
3/4" = 1'-0"



7 BUILDING SECTION
1/4" = 1'-0"



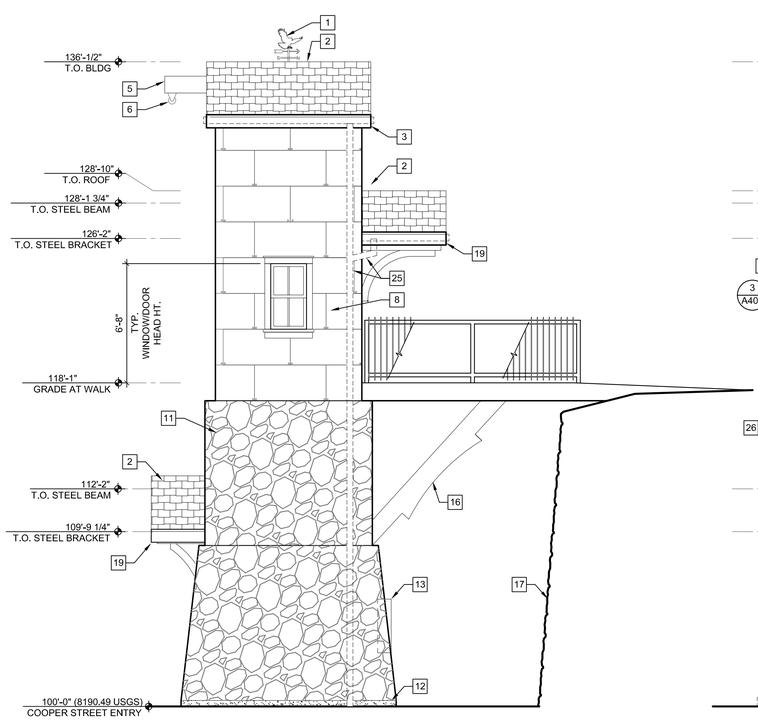
6 BUILDING SECTION
1/4" = 1'-0"

ELEVATIONS - GENERAL NOTES:

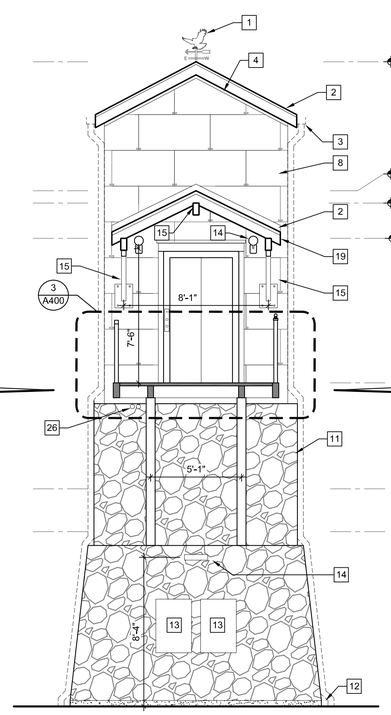
1. FINISHED FLOOR 100'-0" = 8190.49 USGS.
2. ALL NOTES TYPICAL ALL ELEVATIONS, U.N.O.
3. GUTTERS AND DOWNSPOUTS ARE DASHED FOR CLARITY, TO BE COORDINATED W/ ROOF PLAN AND REQUIRED CONDITIONS.
4. PAINT ALL EXPOSED ROOF PENETRATION PIPES/VENTS TO MATCH ROOF COLOR.
5. PAINT ALL EXPOSED GAS PIPE AND ELECTRICAL CONDUIT TO MATCH ADJACENT SURFACE.
6. INSTALL 24 GA. G.I. AT ALL ROOF/WALL INTERSECTIONS. 2" MIN. REVEAL U.N.O. FLASHING TO TUCK UP UNDER BUILDING PAPER 6". DO NOT EXPOSE BUILDING PAPER.
7. INSTALL 24 GA. G.I. OVER ALL HORIZONTAL TRIM. TAPE TOP EDGE TO BUILDING PAPER. DO NOT EXPOSE TAPE.
8. INSTALL 7/8" THICK SINGLE BOARD MOUNTING BLOCK AT LIGHT FIXTURES, HOSE BIBS, ELEC. METER, EXHAUST CAPS FOR FLUSH MOUNT.
9. VERIFY ALL ELEVATOR HOISTWAY R.O. W/ ELEV MANUFACTURER

ELEVATIONS - KEYNOTES:

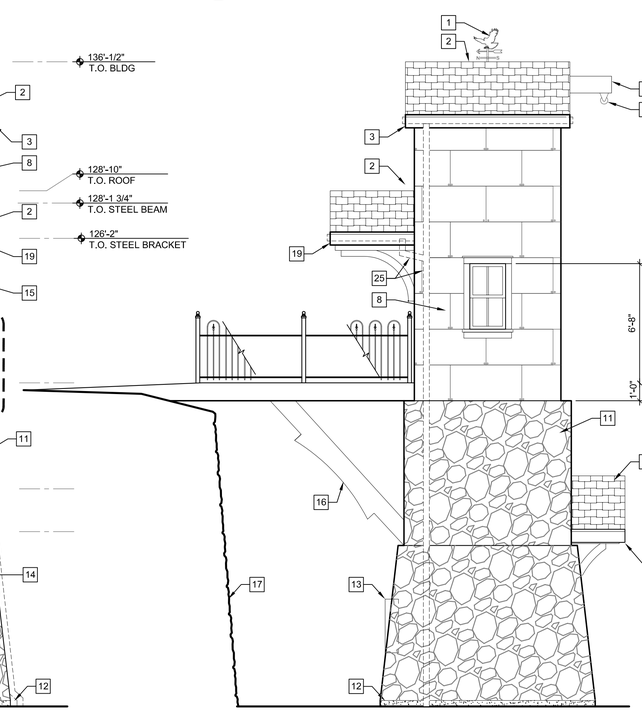
1. WEATHER VIEN. BY OWNER.
2. ASPHALT SHINGLES ROOF.
3. 7/8" x 6" FASCIA
4. 7/8" x 2" FRIEZE
5. EXPOSE STEEL RIDGE BEAM.
6. PULLEY AND ROPE.
7. WINDOW, DOOR & LOUVER TRIM PER 7/A300.
8. CORTEN SHEET SIDING W/ EXPOSED FASTENERS.
9. FYPON PREMANUFACTURED FAUX LOUVER (LVNS18x24).
10. FAUX DOOR - 7/8"x4" AND 7/8"x6" TRIM OVER 3/4" EXTERIOR GRADE MDF.
11. NATURAL STONE VENEER.
12. EXPOSED CONC. FOUNDATION.
13. RECESSED ELEC. METER AND ELEC PANEL, RE: ELEC.
14. LIGHT FIXTURE WITH RECESSED J-BOX, RE: ELEC.
15. PAINTED STEEL STRUCTURAL SUPPORT BRACKET AT SMALL ROOFS. RE: A401.
16. PAINTED STEEL STRUCTUAL SUPPORT BRACKET AT UPPER LANDING, W/ ADDED CUT & WELDED STEEL PLATE DECORATION.
17. FACE OF STONE RETAINING WALL.
18. SANDSTONE LINTEL (SUPPORTED ON LOOSE STEEL LINTEL).
19. 7/8" x 8" FASCIA
20. 18"x18"x24"DEEP CAST IN PLACE CONC SUMP PIT. COORDINATE WITH ELEVATOR MFR. PROVIDE GALV. BAR GRATE SUMP PIT COVER. RE: PLUMB FOR SUMP PUMP.
21. EVAPORATOR FOR HEATING/COOLING MOUNTED ON UNI-STRUT AT TOP OF SHAFT. RE:MECH.
22. STEEL ELEVATOR PIT ACCESS LADDER PER STATE & ELEVATOR MANUFACTURER REQUIREMENTS.
23. WATER PROOF & INSULATE OUTSIDE FOUNDATION WALLS TO BOTTOM OF FOOTING.
24. ELEVATOR HOIST BEAM PER STRUCTURAL. COORDINATE WITH ELEVATOR MANUFACTURER. PROVIDE 2" MINIMUM CLEAR OVER BEAM.
25. DOWNSPOUT TO UNDERGROUND DRAIN. RE: 5/A102.
26. CONDUIT AND COOLANT LINES TO CONDENSER TO BE MOUNTED UNDER WALKWAY.
27. KNOXBOX, OPPOSITE ENTRY WALL. SEE FLOOR PLAN A200.
28. ELEVATOR CONTROLLER, BY ELEVATOR MANUFACTURER PROVIDE (2) LAYERS 5/8" TYPE "X" GWB @ BACK OF CONTROLLER.



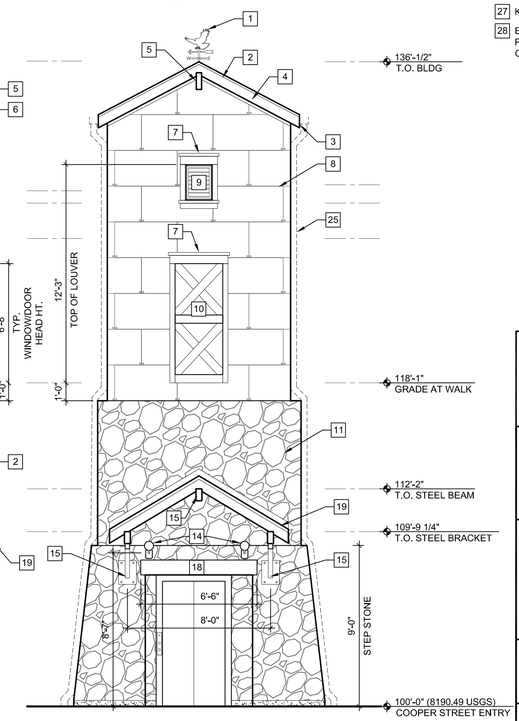
5 WEST ELEVATION
1/4" = 1'-0"



3 SOUTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"



1 NORTH ELEVATION
1/4" = 1'-0"

0 2 4

NO.	DATE	REVISION
7	11/28/2022	50% AUDIO IMPROVEMENTS CONSTRUCTION DOCUMENTS
6	10/25/2022	100% AUDIO IMPROVEMENTS DESIGN DEVELOPMENT
5	08/30/2022	50% AUDIO IMPROVEMENTS DESIGN DEVELOPMENT
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT

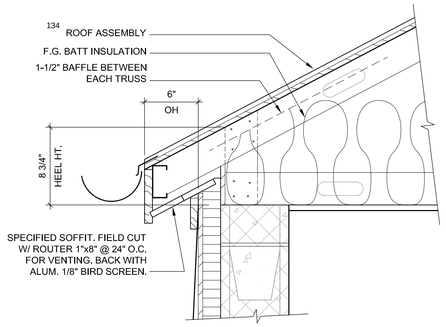
476 GREGORY STREET
Black Hawk, CO 80422

SHEET TITLE
ELEVATIONS

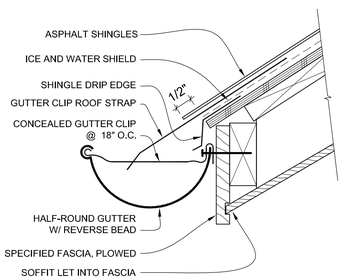
PROJECT:	2019.25	
DATE:	12/12/19	
DRAWN BY:	NAB	
CHECKED BY:	PEH	

SHEET NUMBER
A300

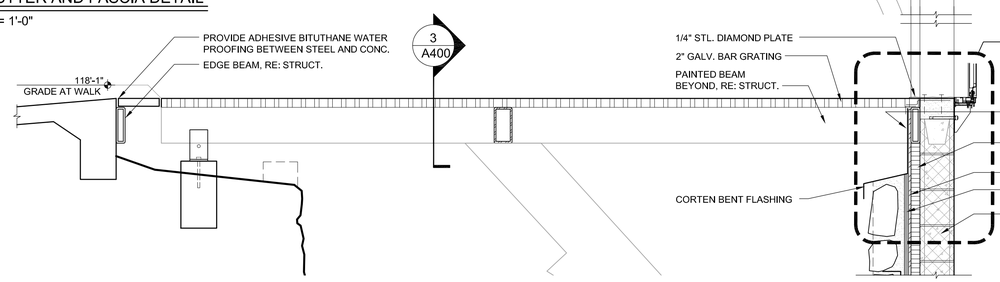
J:\2019.25\DWGs\Mountain City\Sheets\A300 Elevations.dwg, 5/9/2023 8:16:19 AM

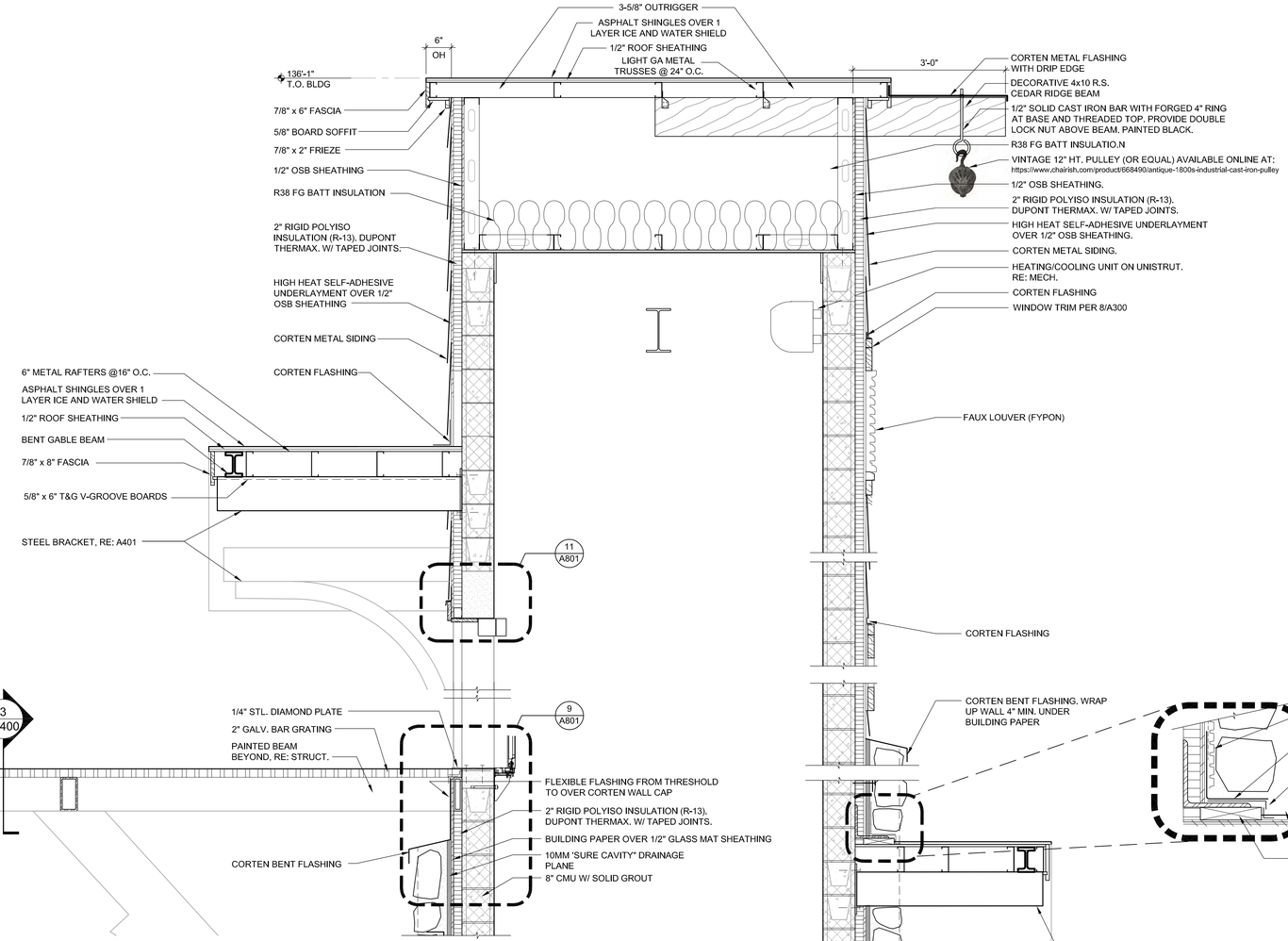


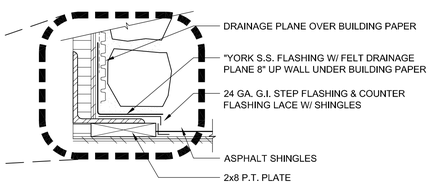
3 EAVE DETAIL
1-1/2" = 1'-0"

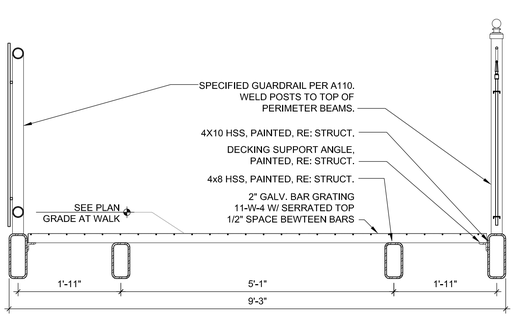


4 GUTTER AND FASCIA DETAIL
3" = 1'-0"

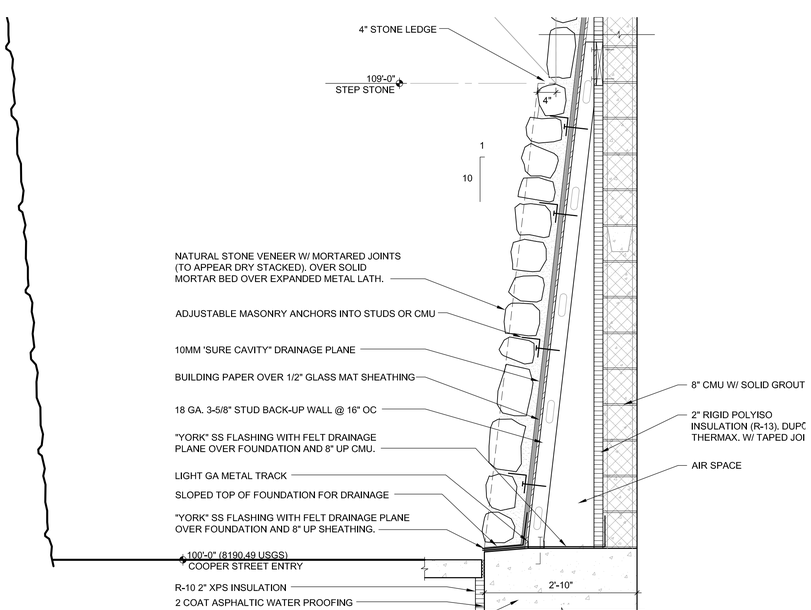








3 UPPER LANDING DETAIL
3/4" = 1'-0"



2 WALL SECTION
3/4" = 1'-0"

1 WALL SECTION
3/4" = 1'-0"

0 1 2

COLORADO LICENSED
NATHAN P. PILLAGE
00402931
ARCHITECT
08/07/2020

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
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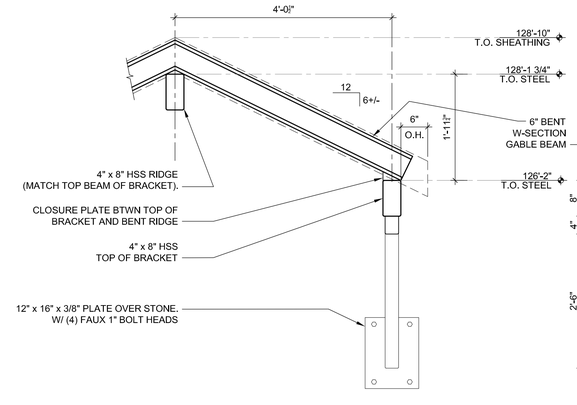
GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY STREET
Black Hawk, CO 80422

SHEET TITLE
WALL SECTIONS

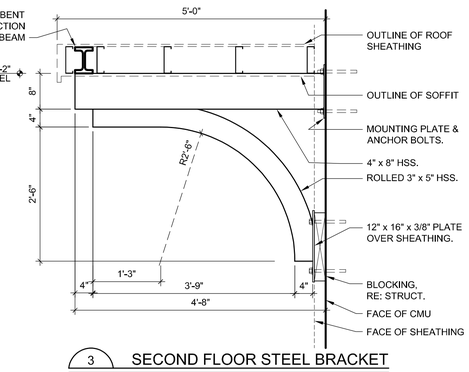
PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	NAB
CHECKED BY:	PEH

SHEET NUMBER
A400



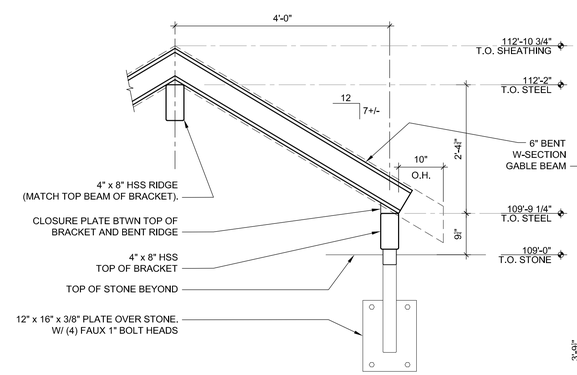
4 SECOND FLOOR STEEL ELEVATION

3/4" = 1'-0"



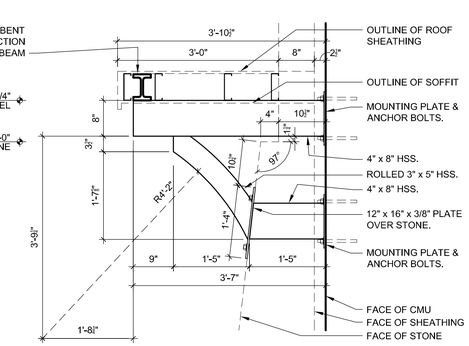
3 SECOND FLOOR STEEL BRACKET

3/4" = 1'-0"



2 FIRST FLOOR STEEL ELEVATION

3/4" = 1'-0"



1 FIRST FLOOR STEEL BRACKET

3/4" = 1'-0"

0 1 2

COLORADO LICENSED
NIRAM P. PILLAI
00402931
ARCHITECT

08/07/2020

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY STREET
Black Hawk, CO 80422

SHEET TITLE

DETAILS

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	LCH
CHECKED BY:	PEH

SHEET NUMBER

A401

(X) DOOR SCHEDULE

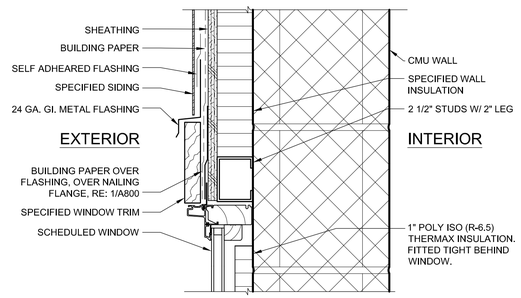
DOOR							FRAME					FIRE RATING		
	SIZE								DETAIL					
MARK	WD	HT	THK	EL	MATL	GLAZING	MATL	EL	HEAD	JAMB	SILL	LABEL	HDWR.	NOTES
100	3'-6"	7'-0"	--	--	STAINLESS STEEL	--	STAINLESS STEEL	--	3&7/A801	2&6/A801	5/A801	N/A	--	ELEVATOR DOOR AND FRAME BY ELEV. MANUF.
200	3'-6"	7'-0"	--	--	STAINLESS STEEL	--	STAINLESS STEEL	--	1/A801	10/A801	9/A801	N/A	--	ELEVATOR DOOR AND FRAME BY ELEV. MANUF.

(X) WINDOW SCHEDULE

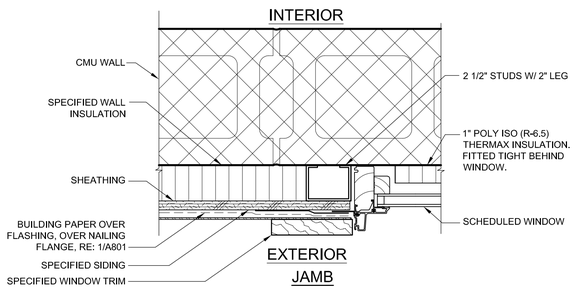
	FRAME SIZE					
MARK	WIDTH	HEIGHT	TYPE	MATERIAL	DETAIL	NOTES
A	2'-0"	3'-8"	FIXED	ALUM. CLAD WOOD	2/A800	1-15/16" HORIZ. SDL.; 5/8" VERT. SDL; SPANDREL INSULATED GLASS, TEMPERED.
B	2'-0"	3'-8"	FIXED	ALUM. CLAD WOOD	2/A800	1-15/16" HORIZ. SDL.; 5/8" VERT. SDL; SPANDREL INSULATED GLASS, TEMPERED.

GENERAL NOTES:

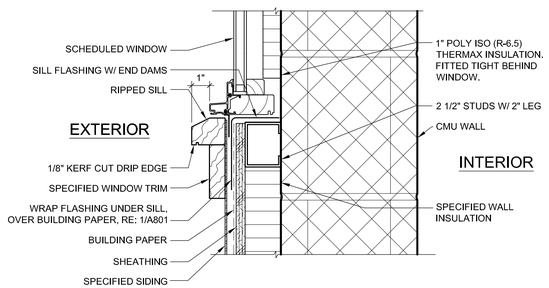
1. VERIFY ALL WINDOW DIMENSIONS PRIOR TO ORDERING WINDOWS. CUSTOM WINDOW SIZING WILL BE REQ'D. SEE MANUFACTURER'S MEASURING INSTRUCTIONS.
2. INSTALL WINDOWS PER MANUFACTURER'S RECOMMENDATIONS. ALSO COORD. WITH 1/A800 FOR TYPICAL INSTALLATION DETAILS.
3. REQUEST SHOP DRAWINGS PRIOR TO ORDERING WINDOWS FOR ARCHITECT APPROVAL.
4. ADDITIONAL NOTES FOR WINDOWS IN PROJECT MANUAL.
5. GLAZING U-VALUES TO MEET OR EXCEED VALUES LISTED ON A000.
6. FLASH WINDOWS ACCORDING TO 1/A800.
7. PROVIDE MANUFACTURER NAILING FIN AT HEAD, JAMBS AND SILL.
8. COORDINATE WINDOW EXT. FINISH W/ "EXTERIOR FINISH CHART" ON A300.



HEAD



JAMB



SILL

2 TYP. WINDOW DETAILS

3" = 1'-0"

WINDOW INSTALLATION (METHOD A)

WEATHER RESISTIVE BARRIER (WRB) APPLIED AFTER TO THE WINDOW INSTALLATION. FLASHING APPLIED OVER THE FACE OF THE MOUNTING FLANGE. FLASHING TO BE SELF-ADHEARED BUTYL BASED FLASHING (DUPONT "FLEX WRAP" AND "STRAIGHT FLASH").

STEPS

① APPLY "FLEX WRAP" SILL FLASHING

② APPLY BEAD OF SEALANT AT BACK OF WINDOW FLANGE & SET WINDOW

③ APPLY BEAD OF SEALANT AT SIDE JAMBS.

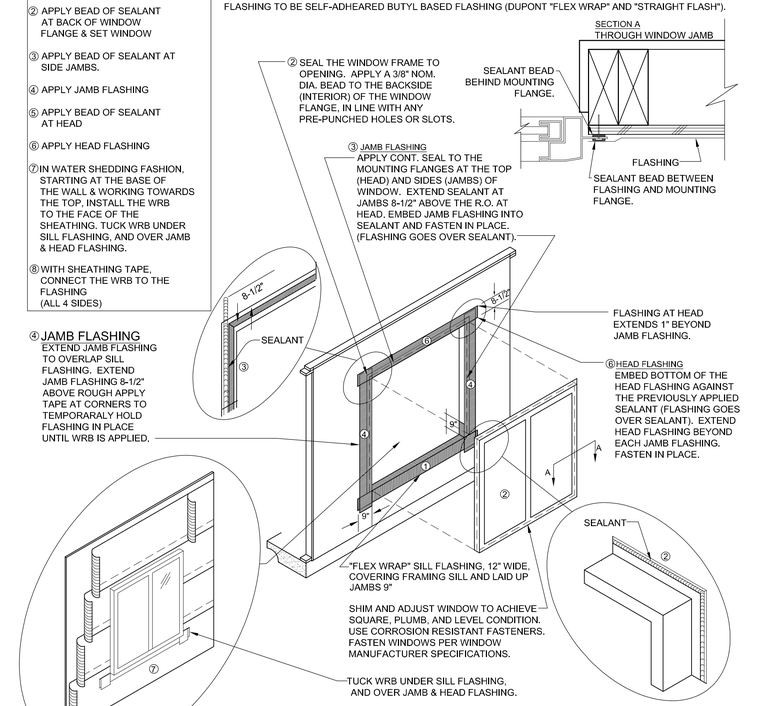
④ APPLY JAMB FLASHING

⑤ APPLY BEAD OF SEALANT AT HEAD

⑥ APPLY HEAD FLASHING

⑦ IN WATER SHEDDING FASHION, STARTING AT THE BASE OF THE WALL & WORKING TOWARDS THE TOP. INSTALL THE WRB TO THE FACE OF THE SHEATHING. TUCK WRB UNDER SILL FLASHING, AND OVER JAMB & HEAD FLASHING.

⑧ WITH SHEATHING TAPE, CONNECT THE WRB TO THE FLASHING (ALL 4 SIDES)



INTERIOR VIEW
TOP LEFT CORNER OF WINDOW

1 TYP. WINDOW INSTALLATION DETAILS

1" = 1'-0"

COLORADO LICENSED
ARIANA P. PILLAGE
00402931
ARCHITECT

08/07/2020

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PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY STREET
Black Hawk, CO 80422

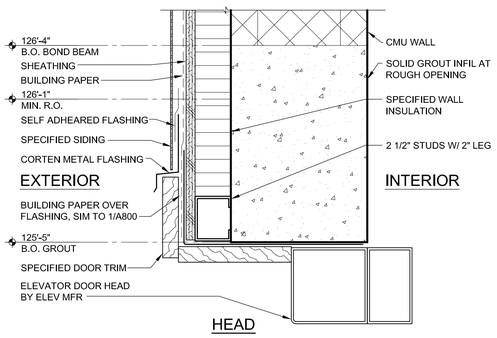
SHEET TITLE
SCHEDULES AND DETAILS

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	NAB
CHECKED BY:	PEH

SHEET NUMBER
A800

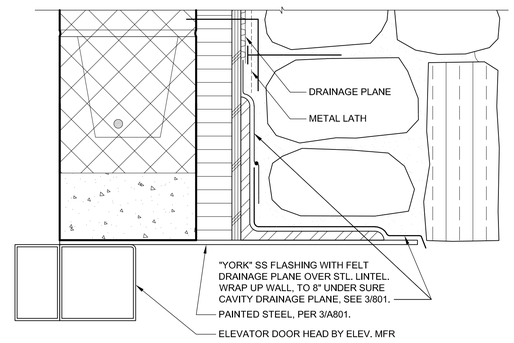
8 NOT USED

4 NOT USED



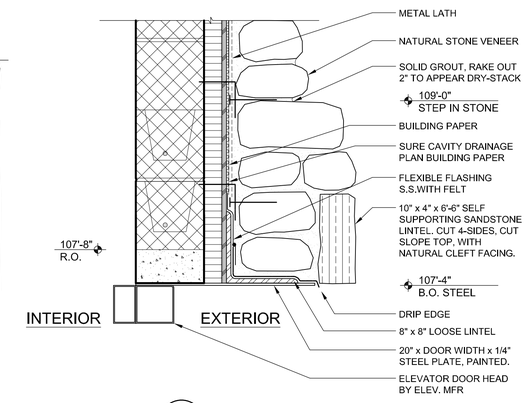
11 SECOND FLOOR ELEV. DOOR HEAD

3" = 1'-0"



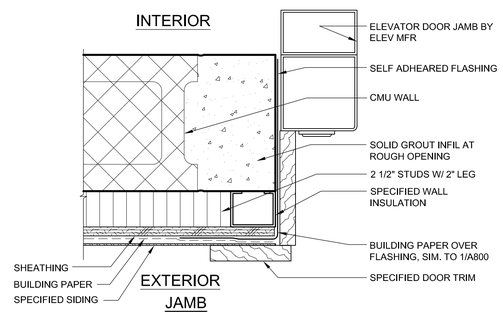
7 FIRST FLOOR ELEV. DOOR HEAD

3" = 1'-0"



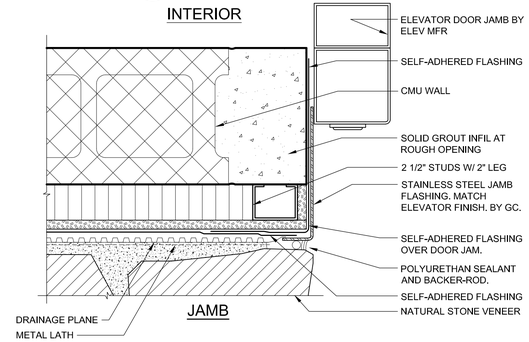
3 FIRST FLOOR ELEV. DOOR HEAD

1-1/2" = 1'-0"



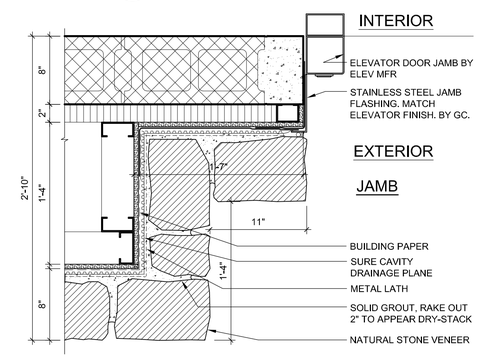
10 SECOND FLOOR ELEV. DOOR JAMB

3" = 1'-0"



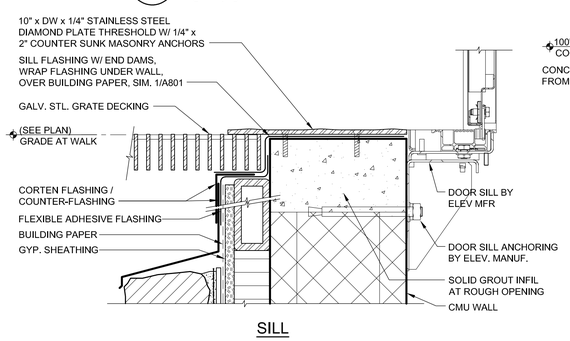
6 FIRST FLOOR ELEV. DOOR JAMB

3" = 1'-0"



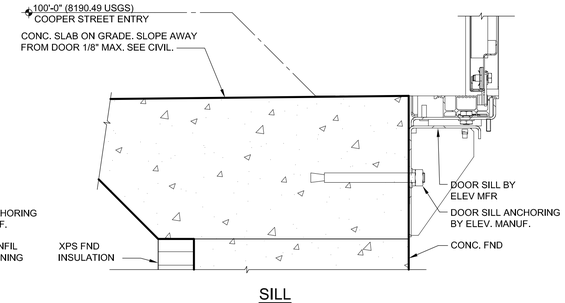
2 FIRST FLOOR ELEV. DOOR JAMB

1-1/2" = 1'-0"



9 SECOND FLOOR ELEV. DOOR SILL

3" = 1'-0"



5 FIRST FLOOR ELEV. DOOR SILL

3" = 1'-0"

1 NOT USED

COLORADO LICENSED
ARTHUR F. PILLATSKE
00402931
ARCHITECT
08/07/2020

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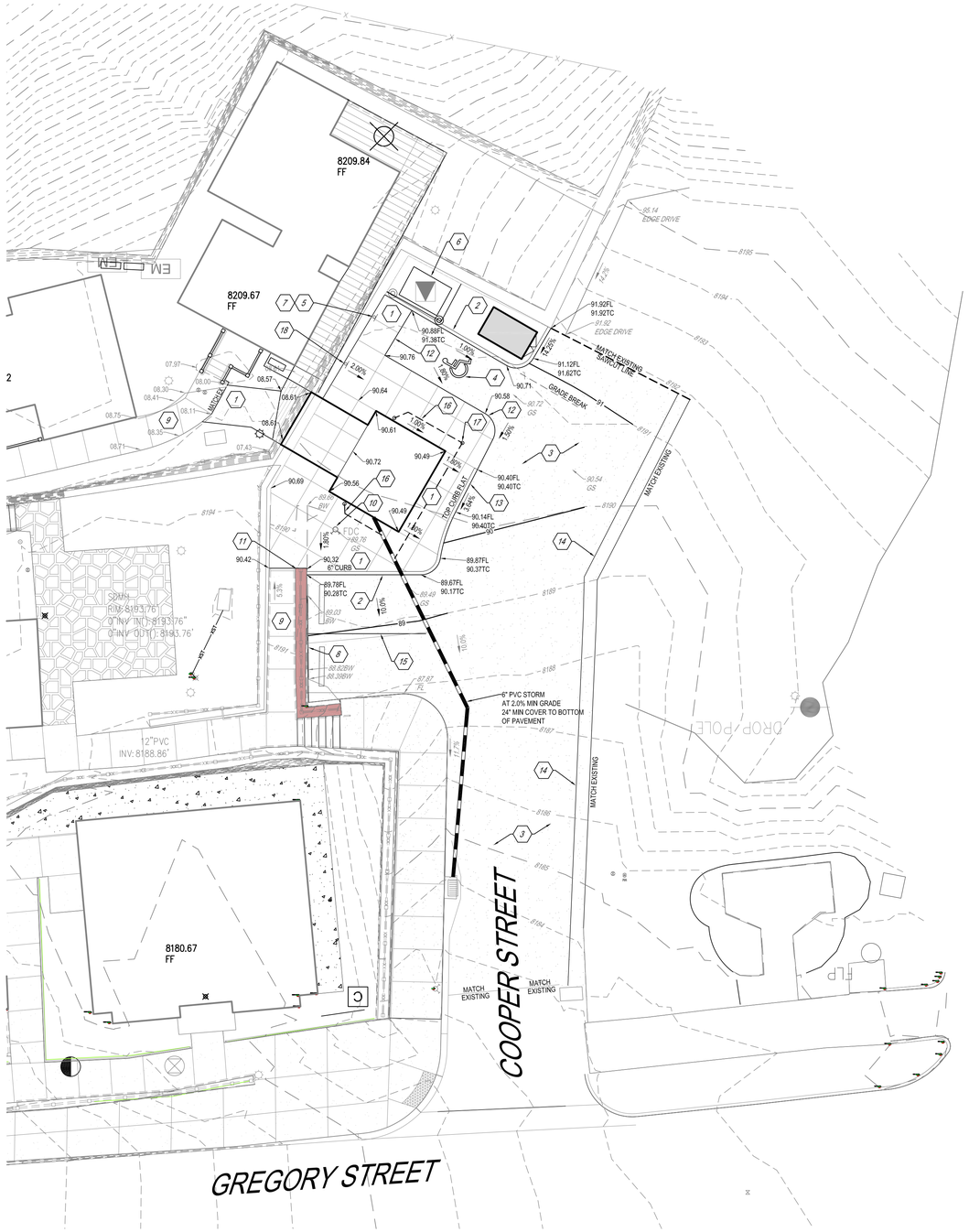
PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY STREET
Black Hawk, CO 80422

SHEET TITLE
DOOR DETAILS

PROJECT:	2019.25
DATE:	12/12/19
DRAWN BY:	LCH
CHECKED BY:	PEH

SHEET NUMBER
A801



CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE SIDEWALK.
2. CONSTRUCT CURB AND GUTTER WITH SPILL PAN.
3. CONSTRUCT ASPHALT PAVEMENT. SEE GEOTECHNICAL REPORT FOR THICKNESS AND MATERIALS.
4. PAINT ACCESSIBLE STRIPING AND SYMBOL.
5. INSTALL ACCESSIBLE PARKING SIGN.
6. EXISTING TRANSFORMER LOCATION.
7. INSTALL "VAN" SIGN.
8. EXISTING WALL TO REMAIN.
9. EXISTING SIDEWALK TO REMAIN.
10. ADJUST FDC TO PROPOSED GRADE.
11. REMOVE WALL AND RAILING SOUTH OF SIDEWALK TIE IN.
12. ASPHALT PAVEMENT FLUSH WITH CONCRETE SIDEWALK.
13. VARIABLE HEIGHT CURB.
14. CONSTRUCT 2' WIDE VALLEY PAN.
15. PAINT 4" WIDE WHITE PARKING STALL STRIPE.
16. CONNECT ROOF DRAIN TO STORM SEWER WITH 6" PVC @ 2.0% MIN GRADE.
17. INSTALL CLEANOUT WITH PEDESTRIAN LID.
18. INSTALL NO PARKING SIGN.

BENCHMARK:

3-1/4" DIAMETER BRASS CAP, MARKED CITY OF BLACK HAWK BENCHMARK LOCATED ON THE NORTH SIDE OF GREGORY STREET ON THE SOUTHWEST CORNER OF THE CONCRETE DRAINAGE STRUCTURE.
ELEVATION = 8155.80
ELEVATIONS ARE BASED UPON REFERENCE MARK - RM3 8055.871
FLOOD INSURANCE RATE MAP, CITY OF BLACK HAWK, EFFECTIVE DATE: OCTOBER 16, 1984

COLORADO REGISTERED PROFESSIONAL ENGINEER JERRY W. DAVIDSON 30226 OCT 2020

PREPARED UNDER THE DIRECT SUPERVISION OF
JERRY W. DAVIDSON, P.E.
COLORADO REG # 30226
FOR AND ON BEHALF OF
PERCEPTION DESIGN GROUP, INC.

PERCEPTION
DESIGN GROUP, INC.
6901 SOUTH PIERCE STREET, SUITE 315, LITTLETON, CO 80128 303-232-8088
WWW.PERCEPTIONDESIGNGROUP.COM

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DESIGN DEVELOPMENT PACKAGE

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY ST
Black Hawk, CO 80422

SHEET TITLE
SITE AND GRADING PLAN

GRAPHIC SCALE
10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

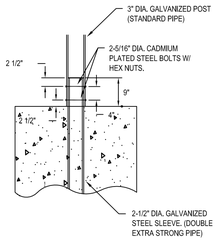
PROJECT:	2020-008
DATE:	06/08/2020
DRAWN BY:	JWD
CHECKED BY:	JWD

SHEET NUMBER
C100

COLORADO 811
KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ON THE SITE, AND OFFSITE IN WORK AREAS. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO DATE OF CONSTRUCTION. FOR INFORMATION CONTACT: UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) – 1- 800-922-1987. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE AND HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.

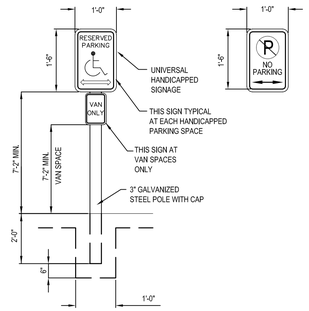


BASE DETAIL IN LAWN OR LANDSCAPED AREAS

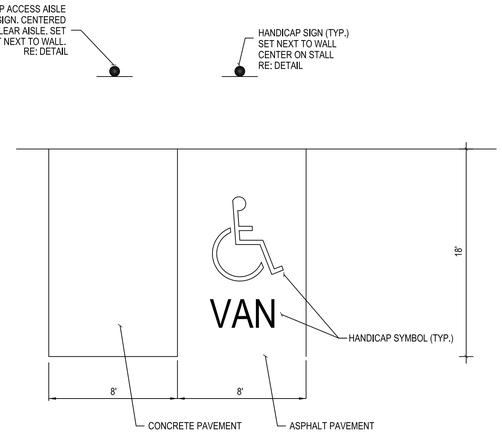
PROVIDE TRAFFIC CONTROL SIGNS COMPLYING WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S MANUAL "UNIFORM TRAFFIC CONTROL DEVICES", AND LOCAL CODES.

SITE SIGNAGE DETAILS

NOT TO SCALE

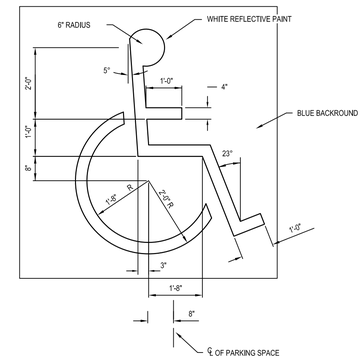


HANDICAP SIGN



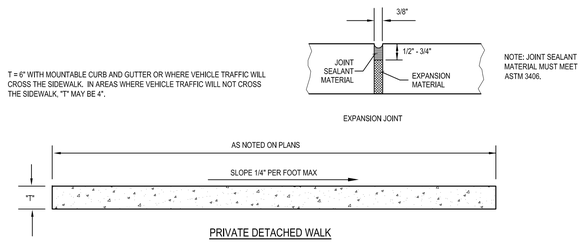
HANDICAP STRIPING DETAILS

NOT TO SCALE



HANDICAP SYMBOL DETAIL

NOT TO SCALE

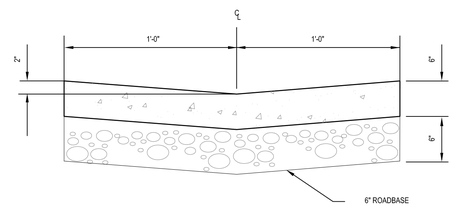


T = 6" WITH MOUNTABLE CURB AND GUTTER OR WHERE VEHICLE TRAFFIC WILL CROSS THE SIDEWALK. IN AREAS WHERE VEHICLE TRAFFIC WILL NOT CROSS THE SIDEWALK, "T" MAY BE 4".

NOTE: JOINT SEALANT MATERIAL MUST MEET ASTM 3406.

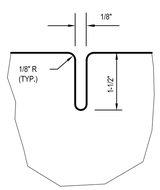
EXPANSION JOINT

PRIVATE DETACHED WALK



CONCRETE VALLEY PAN DETAIL

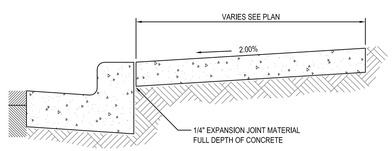
NOT TO SCALE



CONTRACTION OR WEAKENED PLANE JOINT

NOTES:

1. CONTRACTION JOINTS SHALL BE PLACED AT A MAXIMUM INTERVAL OF 10 FEET.
2. EXPANSION JOINTS SHALL BE PLACED AT EXISTING JOINTS, STRUCTURES, PCR'S AND EVERY 100 FEET.



ATTACHED WALK

PRIVATE CONCRETE SIDEWALK DETAILS

NOT TO SCALE

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COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

COLORADO REGISTERED PROFESSIONAL ENGINEER JERRY W. DAVIDSON 30226 2020

PREPARED UNDER THE DIRECT SUPERVISION OF:
JERRY W. DAVIDSON, P.E.
COLORADO REG # 30226
FOR AND ON BEHALF OF
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PERCEPTION DESIGN GROUP, INC.
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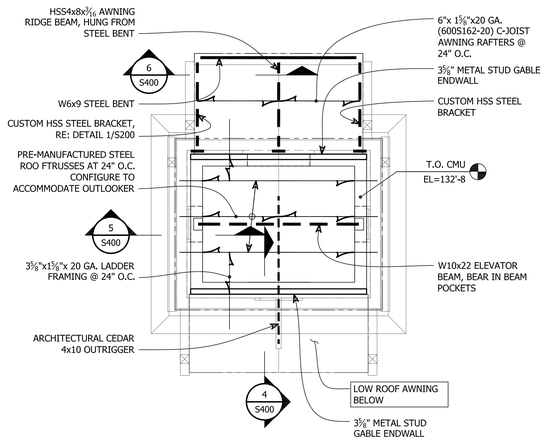
GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY ST
Black Hawk, CO 80422

SHEET TITLE
SITE DETAILS

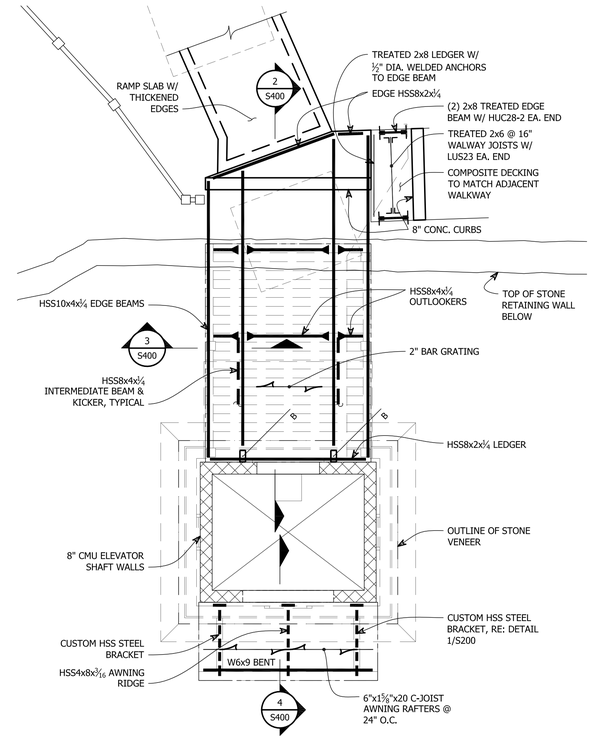
PROJECT: 2020-008
DATE: 06/08/2020
DRAWN BY: JWD
CHECKED BY: JWD

SHEET NUMBER
C200



ELEVATOR ROOF FRAMING PLAN

SCALE: 1/4"=1'-0"

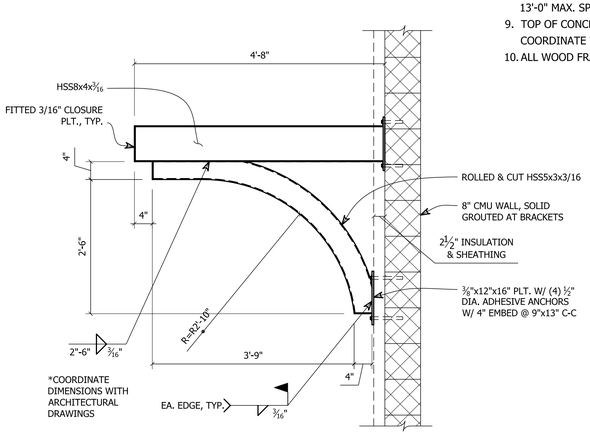


ELEVATOR SECOND FLOOR FRAMING PLAN

SCALE: 1/4"=1'-0"

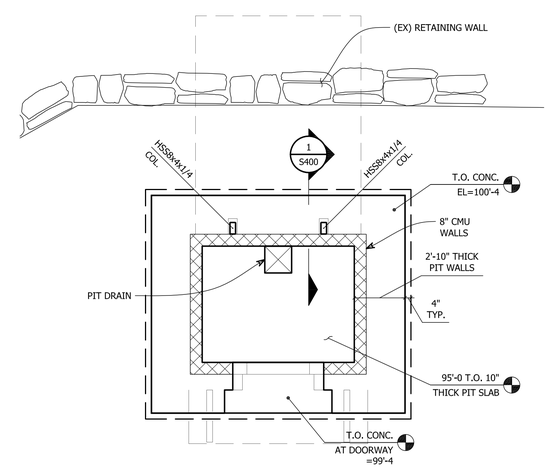
PLAN NOTES

1. ELEVATOR PIT SLAB SHALL BEAR ON 12" MIN. OF PREPARED STRUCTURAL FILL ON UNDISTURBED NATURAL SOIL PER THE SOIL REPORT OR COMPETENT BEDROCK SO THAT PIT HEIGHT IS 5' BELOW FINISHED GRADE.
2. REFER TO GENERAL STRUCTURAL NOTES ON SHEET S400 FOR ADDITIONAL STRUCTURAL INFORMATION AND MATERIAL SPECIFICATIONS.
3. CONTRACTOR TO VERIFY ASSUMED EXISTING (EX) FIELD CONDITIONS PRIOR TO CONSTRUCTION. CONTACT DESIGN TEAM WITH DISCREPANCIES TO DEVELOP ALTERNATE STRUCTURAL SOLUTIONS.
4. ALL INTERFACING (EX) FOUNDATION FOUND TO BE DAMAGED SHALL BE REPAIRED.
5. COORDINATE DIMENSIONS WITH ARCHITECTURAL DRAWINGS, ELEVATOR SHOP DRAWINGS AND EXISTING CONDITIONS.
6. LOWER LANDING ELEVATION OF 100'-0"=USGS EL. 8190.49'.
7. STEEL WITH EXTERIOR EXPOSURE OR WITHIN 6" OF SOIL SHALL BE GALVANIZED OR PAINTED.
8. "C.J." INDICATES LOCATIONS OF MINIMUM TOOLED, ¾" DEEP CONTROL JOINTS IN FLOOR SLAB ON GRADE. PROVIDE AT 13'-0" MAX. SPACING & AT RE-ENTRANT CORNERS.
9. TOP OF CONCRETE ELEVATION IS INDICATED THUS: T.O.C. EL=1XX'-X
   COORDINATE WITH ARCHITECTURAL AND CIVIL DRAWINGS & EXISTING CONDITIONS FOR ELEVATIONS NOT SHOWN.
10. ALL WOOD FRAMING WITH EXTERIOR EXPOSURE SHALL BE TREATED LUMBER.



1 S200 DETAIL

3/4"=1'-0"



ELEVATOR FOUNDATION & FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

PLAN NORTH

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PROFESSIONAL ENGINEER
08/07/20

NO.	DATE	REVISION
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3	06/29/20	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

PEH ARCHITECTS
1720 14th Street Suite 100
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GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY ST
Black Hawk, CO 80422

SHEET TITLE
FOUNDATION & FIRST FLOOR FRAMING PLAN

PROJECT: #1060P20
DATE: 08/07/20
DRAWN BY: SRH
CHECKED BY: NMR

SHEET NUMBER
S200

GENERAL STRUCTURAL NOTES

JOB #1060P20 - MOUNTAIN CITY SITE IMPROVEMENTS

DESIGN LIVE LOADS: 2015 IBC AND CITY OF BLACK HAWK DESIGN ORDINANCE
- RISK CATEGORY II — IMPORTANCE FACTOR=1.0
- SNOW — 55 PSF GROUND SNOW WITH ASCE 7 MODIFICATIONS TO 48 FLAT ROOF SNOW, Ct=1.2, Ce=1.0
- WIND — 173 MPH ULTIMATE WIND SPEED, EXPOSURE B, ULTIMATE VELOCITY PRESSURE=47 PSF & NOMINAL PRESSURE=29 PSF, ENVELOPE ANALYSIS PROCEDURE, 54 PSF ULTIMATE COMPONENTS & CLADDING DESIGN PRESSURE
- SEISMIC — SEISMIC DESIGN CATEGORY B, SITE CLASSIFICATION C , S_{DS}=0.172, S_{D1}=0.073, R=2 FOR ORDINARY REINFORCED MASONRY AND R=6.5 FOR LIGHT-FRAMED SHEARWALLS, C_S=0.086, 12.15 klp ULTIMATE BASE SHEAR, EQUIVALENT LATERAL FORCE PROCEDURE
- LIVE — 100 PSF CORRIDOR/PUBLIC AREA
- GUARDRAILS — 200 LB. CONCENTRATED LOAD AND 50 PLF LIVE LOAD
- ELEVATOR — 7500# HOIST BEAM CONCENTRATED LOAD IMPACT AND RAIL LOADS FOR F16 SERIES

REQUIRED VERIFICATION & INSPECTIONS:
- PERIODIC INSPECTION IS REQUIRED OF ALL STRUCTURAL STEEL CONSTRUCTION, INCLUDING WELDED AND BOLTED CONNECTIONS. INSPECTION SHALL ALSO BE PERFORMED AT THE FABRICATION PREMISES OF LOAD-BEARING MEMBERS, UNLESS THE FABRICATOR IS REGISTERED TO PERFORM WORK WITHOUT SPECIAL INSPECTION.
- PERIODIC INSPECTION OF CONCRETE AND MASONRY CONSTRUCTION, INCLUDING REINFORCING STEEL, FORMWORK, CURING TECHNIQUES, CAST-IN ANCHORS AND VERIFICATION OF MIX, SLUMP, AIR CONTENT AND TEMPERATURE TESTS SHALL BE PERFORMED WHEN STRENGTH SAMPLES ARE TAKEN FOR EACH POUR.
- VERIFICATION OF SOIL DESIGN CRITERIA SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER.

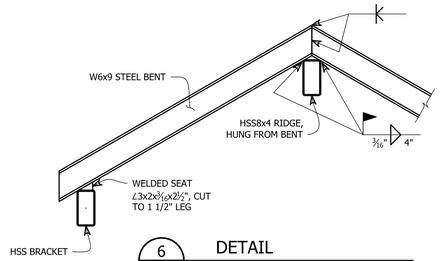
FOUNDATION:
- FOUNDATION DESIGN IS IN ACCORDANCE WITH RECOMMENDATIONS CONTAINED IN SOILS INVESTIGATION REPORT NUMBER 25205106 BY TERRACON, INC. DATED MAY 19, 2020.
- THE REPORT IS HEREBY REFERENCED AND EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED HEREIN, ALL RECOMMENDATIONS AND PRECAUTIONS CONTAINED IN THAT REPORT SHALL BE ADHERED TO BY THE CONTRACTOR.
- NEW FOOTINGS SHALL BE PLACED ON 12" MIN. OF PREPARED STRUCTURAL FILLPER THE SOIL REPORT ON NATURAL SOIL OR ON COMPETENT BEDROCK APPROVED BY THE SOIL ENGINEER.
- MAXIMUM DESIGN SOIL PRESSURE: 2500 PSF ALLOWABLE ON FILL, 5000 PSF ON BEDROCK
- LATERAL SOIL PRESSURE (EQUIVALENT FLUID PRESSURE):
  - RESTRAINED FOUNDATION WALLS: 60 pcf AT-REST
  - CANTILEVERED RETAINING WALLS: 40 pcf ACTIVE
  - RESISTING: 317 pcf PASSIVE 0.45 COEFFICIENT OF FRICTION
- WHERE APPLICABLE, BACKFILL ALL RETAINING WALLS WITH FREE DRAINING GRANULAR MATERIAL EXCEPT THE TOP TWO FEET.
- SLOPE PERIMETER GRADE AWAY FROM BUILDING.

CONCRETE, REINFORCEMENT & MASONRY:
- CONCRETE SHALL CONFORM TO APPLICABLE PROVISIONS OF ACI 301 AND 318.
- MINIMUM 28 DAY COMPRESSIVE STRENGTH (F'C) AND DURABILITY REQUIREMENTS ARE AS FOLLOWS:
  - FOUNDATION WALLS & EXTERIOR SLABS W/ EXTERIOR EXPOSURE: 4500 PSI W/ 0.45 MAXIMUM WATER/CEMENT RATIO & 5.5% AIR ENTRAINMENT
  - BELOW-GRADE FOOTINGS: 3500 PSI W/ 0.5 MAX. W/C RATIO & AIR ENTRAINMENT
- CEMENT TYPE II FOR RESISTANCE TO MODERATE TO SEVERE SULFATE EXPOSURE
- DEFORMED REINFORCEMENT: ASTM A615 GRADE 60
- REINFORCEMENT SHALL BE FABRICATED AND PLACED PER ACI MANUAL OF STANDARD PRACTICE (ACI_315). AT SPLICES, LAP BARS 50 DIAMETERS UNLESS NOTED OTHERWISE.
- MINIMUM 2 #5 AROUND ALL FOUR SIDES OF ALL OPENINGS, EXTEND MIN. 2'-6 HORIZONTALLY BEYOND OPENINGS. VERTICAL BARS SHALL BE FULL HEIGHT.
- CONCRETE MASONRY UNITS (CMU): ASTM C90-N1 WITH 1800 PSI COMPRESSIVE STRENGTH (f'm) AND HORIZONTAL REINFORCEMENT PLACED IN PRECUT KNOCK-OUT BOND BEAM BLOCKS
- CMU MORTAR: TYPE S, ASTM C270
- CMU GROUT: 2000 PSI AT 28 DAYS. VIBRATE TO CONSOLIDATE. IF HIGH-LIFT GROUTING IS USED, CLEANOUT HOLES SHALL BE PROVIDED.
- LOCATE BAR POSITIONERS IN CMU AT BOTTOM AND AT 120 X DIAMETER SPACING.
- CONCRETE COVER OVER REINFORCING: 1 1/2" FOR CONCRETE PLACED AGAINST FORMS; 3" FOR CONCRETE PLACED AGAINST EARTH.
- IN CONTINUOUS MEMBERS, SPLICE TOP BARS AT MID SPAN AND BOTTOM BARS OVER SUPPORTS.
- KEEP REINFORCEMENT CLEAN AND FREE OF DIRT, OIL, SCALE. OIL FORMS PRIOR TO PLACING REINFORCEMENT.
- PLACE CONCRETE CONTINUOUSLY WITHOUT HORIZONTAL COLD JOINTS UNLESS SPECIFICALLY NOTED OTHERWISE.

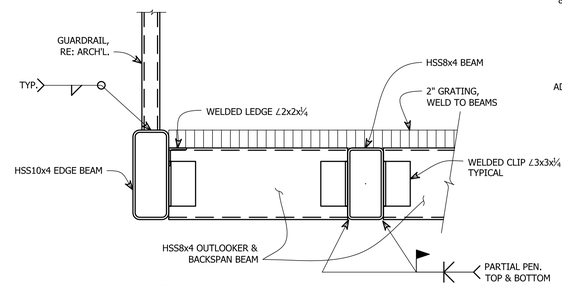
STRUCTURAL STEEL & FASTENERS:
- WIDE FLANGE BEAMS: ASTM A992, 50 KSI YIELD
- GALVANIZED TUBE COLUMNS/BEAMS: ASTM A500, GRADE B, 46 KSI
- ANGLES, PLATES, MISC.: ASTM A36
- GALVANIZING SHALL CONFORM TO ASTM A924 WITH A MINIMUM COATING OF G30.
- ANCHOR BOLTS: ASTM A307 OR A36
- CONNECTOR BOLTS: ASTM A325
- ADHESIVE ANCHORS SHALL BE NER APPROVED, INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
  - IN CONCRETE: WEDGE TYPE
  - IN SOLID MASONRY: SLEEVE TYPE
- NON-SHRINK GROUT BENEATH COLUMN BASE AND BEAM BEARING PLATES SHALL BE NON-METALLIC WITH MINIMUM COMPRESSIVE STRENGTH 5000 PSI.
- LIGHT GAUGE FRAMING DESIGN IS IN ACCORDANCE WITH AISI'S "NORTH AMERICAN SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS."
- LIGHT GAUGE MEMBERS SHALL BE MANUFACTURED FROM STEEL SHEET: ASTM A 1003/A 1003, STRUCTURAL GRADE, 33 KSI
- CONSTRUCT LIGHT GAUGE FRAMING IN ACCORDANCE WITH ALL SPECIFICATIONS OF THE MANUFACTURER.
- WELDING SHALL BE BY QUALIFIED WELDERS. E70XX ELECTRODES.
- ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED PER THE CURRENT EDITION OF AISC STEEL CONSTRUCTION MANUAL.

LOOSE LINTELS:
- MINIMUM LINTEL EXCEPT AS NOTED, ONE ANGLE FOR EACH 4" OF WALL THICKNESS TO BEAR 6" EACH END:
  - O OPENINGS TO 4'-0 — L 3-1/2 X 3-1/2 X 1/4
  - O 4'-0 TO 5'-4 — L 5 X 3-1/2 X 1/4
  - O 5'-5 TO 6'-6 — L 6 X 3-1/2 X 5/16

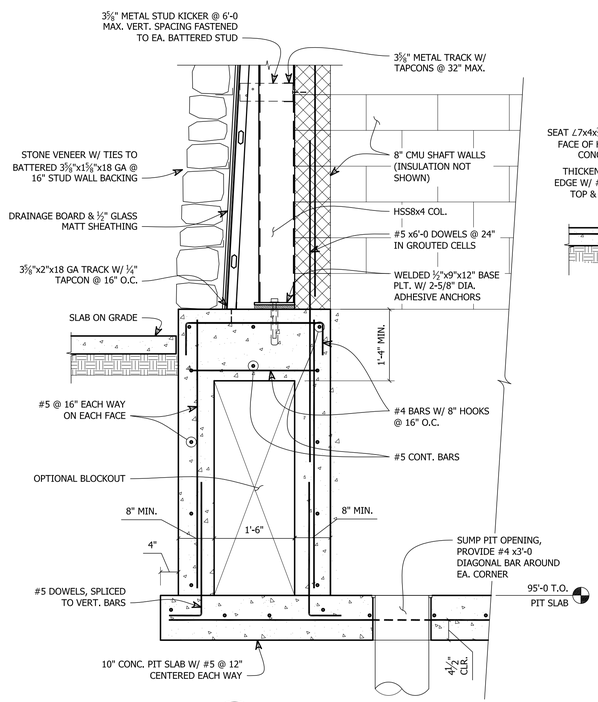
GENERAL REQUIREMENTS
- THE STRUCTURAL DRAWINGS ILLUSTRATE THE COMPLETED STRUCTURE WITH ALL ELEMENTS IN THEIR FINAL POSITIONS, PROPERLY SUPPORTED AND BRACED. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PROVIDE PROPER SHORING AND BRACING AS MAY BE REQUIRED TO ACHIEVE THE FINAL COMPLETED STRUCTURE. BRACING AND SHORING DESIGN, IF REQUIRED, SHALL BE BY A COLORADO REGISTERED ENGINEER FOR THE CONTRACTOR.
- DUTY OF COOPERATION: RELEASE OF THESE CONTRACT DOCUMENTS ASSUMES FURTHER COOPERATION AMONG THE OWNER, CONTRACTOR AND DESIGN TEAM. ALTHOUGH THE ENGINEER HAS PERFORMED DESIGN SERVICES WITH DUE CARE AND DILIGENCE, PERFECTION CANNOT BE GUARANTEED. COMMUNICATION IS IMPERFECT AND EVERY CONTINGENCY CANNOT BE ANTICIPATED. THE ENGINEER DOES NOT WARRANT THAT THE DRAWINGS ARE PERFECT OR FREE OF DEFECTS. ANY AMBIGUITY OR DISCREPANCY DISCOVERED BY THE USE OF THESE PLANS SHALL BE REPORTED IMMEDIATELY TO THE DESIGN TEAM SO THAT A SOLUTION CAN BE DEVELOPED. A FAILURE TO COOPERATE THROUGH NOTIFICATION RELIEVES THE DESIGN TEAM FROM RESPONSIBILITY AND ALL CONSEQUENCES.
- OBSERVATIONS OF FOUNDATION REINFORCING OR FRAMING REQUIRED BY THE OWNER, LENDER, INSURER, BUILDING DEPARTMENT OR ANY OTHER PARTY WILL BE ACCOMPLISHED BY THE ENGINEER AT THE OWNER'S EXPENSE. AT LEAST 48 HOURS ADVANCE NOTICE IS REQUESTED.
- ALL SLABS ON GRADE SHALL BE SEPARATED FROM ADJACENT STRUCTURAL AND FINISH ELEMENTS TO ALLOW FREE MOVEMENT OF THE SLAB, UNLESS SPECIFICALLY SHOWN AND NOTED OTHERWISE.
- THE CONTRACTOR SHALL INSPECT EXISTING CONDITIONS TO VERIFY ASPECTS OF THE WORK SHOWN ON THE DRAWINGS. VARIATIONS OR DISCREPANCIES SHALL BE REPORTED TO THE DESIGN TEAM PRIOR TO PROCEEDING WITH THE WORK TO ALLOW REMEDIES TO BE DEVELOPED. MOZER-RENN STRUCTURAL SERVICE SHALL NOT BE HELD LIABLE FOR MATERIALS, LABOR OR RE-DESIGN COSTS ASSOCIATED WITH EXISTING CONDITIONS WHICH DIFFER FROM THOSE INDICATED ON THE DRAWING.
- THESE PLANS HAVE BEEN ENGINEERED FOR CONSTRUCTION AT ONE SPECIFIC BUILDING SITE. BUILDER ASSUMES ALL RESPONSIBILITY FOR USE OF THESE PLANS AT ANY OTHER BUILDING SITE. PLANS SHALL NOT BE USED FOR CONSTRUCTIONS AT ANY OTHER BUILDING SITE WITHOUT SPECIFIC REVIEW BY THE ENGINEER.
- THE FOUNDATION DESIGN SHOWN ASSUMES THAT THE OWNER/BUILDER IS AWARE OF THE RISK OF SLAB ON GRADE MOVEMENT AND HAS READ THE PREVIOUSLY REFERENCED SOILS REPORT. USE OF THESE PLANS IS INDICATION THAT THE OWNER/BUILDER ACCEPTS THE RISK OF SLAB ON GRADE CONSTRUCTION IN FINISHED AREAS. MOZER-RENN STRUCTURAL SERVICE WILL NOT BE HELD LIABLE FOR DAMAGES CAUSED BY SLAB MOVEMENT.
- THE FABRICATOR AND/OR SUPPLIER OF STRUCTURAL STEEL, AND STAIR SYSTEMS SHALL SUBMIT SHOP DRAWINGS, AND THE CONCRETE SUPPLIER SHALL SUBMIT MIX DESIGNS FOR ARCHITECT AND ENGINEER REVIEW. ALLOW TEN WORKING DAYS FOR REVIEW.



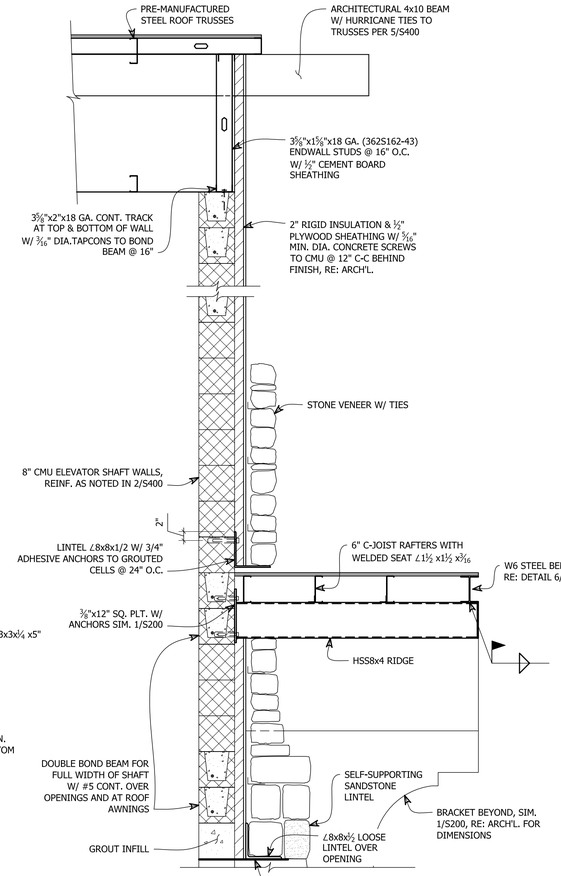
6 S400 DETAIL
3/4"=1'-0"



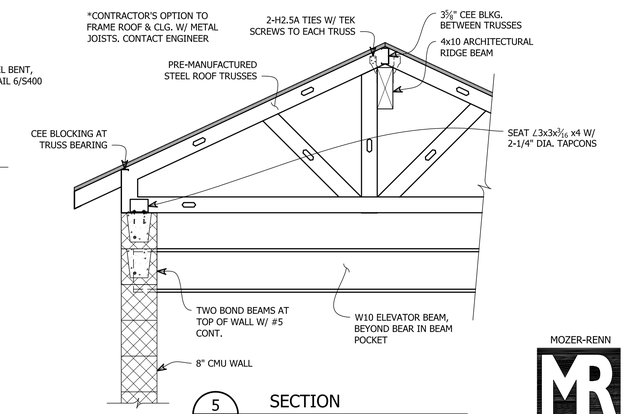
3 S400 SECTION
1 1/2"=1'-0"



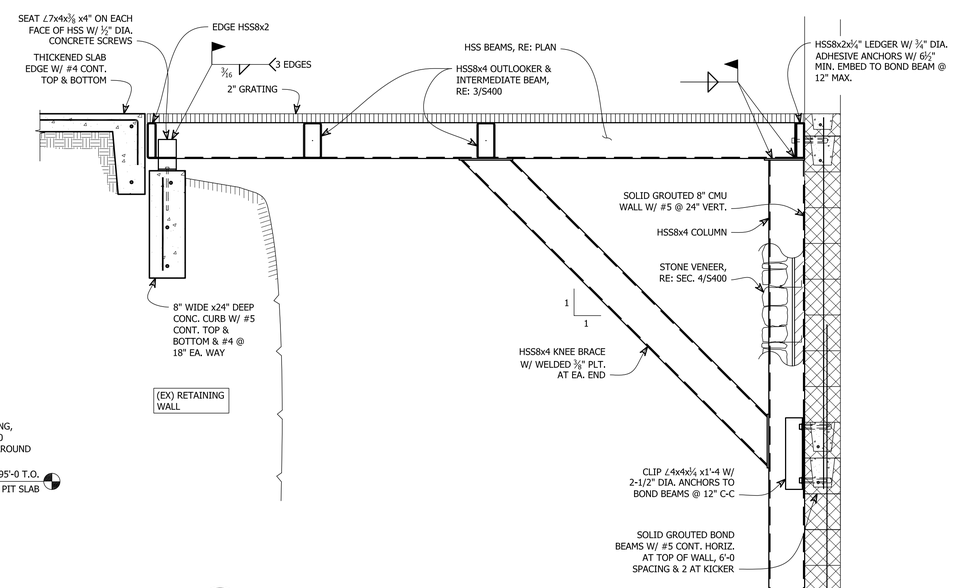
1 S400 SECTION
3/4"=1'-0"



4 S400 SECTION
3/4"=1'-0"



5 S400 SECTION
3/4"=1'-0"



2 S400 SECTION
3/4"=1'-0"

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COLORADO LICENSED NAMIE A. MOZER-RENN 33422 PROFESSIONAL ENGINEER
08/07/20

NO.	DATE	REVISION
4	08/07/20	PERMIT SUBMISSION RI
3	06/29/20	PERMIT SUBMISSION
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1720 14th Street Suite 100
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GREGORY POINT
AT
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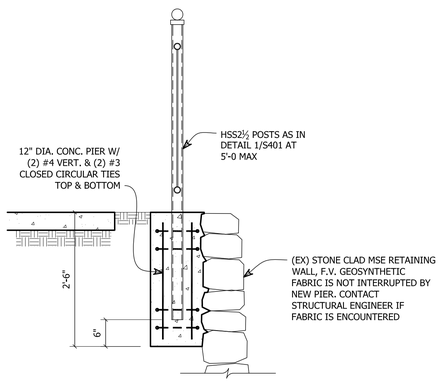
SHEET TITLE
GENERAL NOTES & SECTIONS

PROJECT: #1060P20
DATE: 08/07/20
DRAWN BY: SRH
CHECKED BY: NMR

SHEET NUMBER
S400

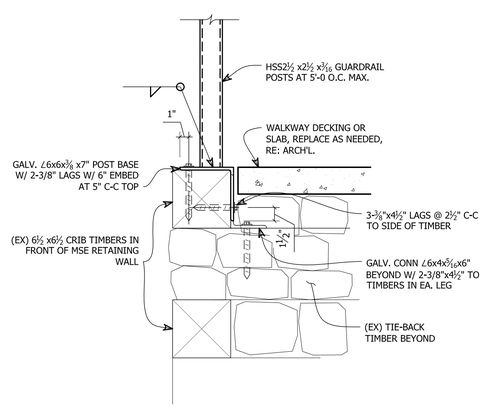
RE: ARCH'L. DETAIL 2 ON A110



4 S401 SECTION

3/4"=1'-0"

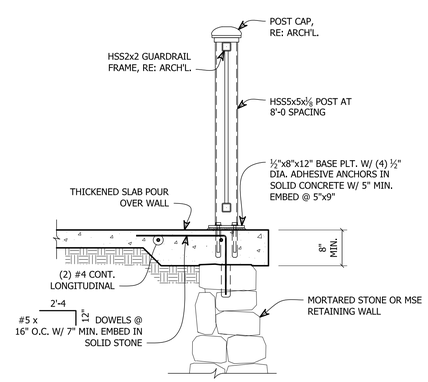
RE: ARCH'L. DETAIL 3 ON A110



1 S401 GUARDRAIL DETAIL

1 1/2"=1'-0"

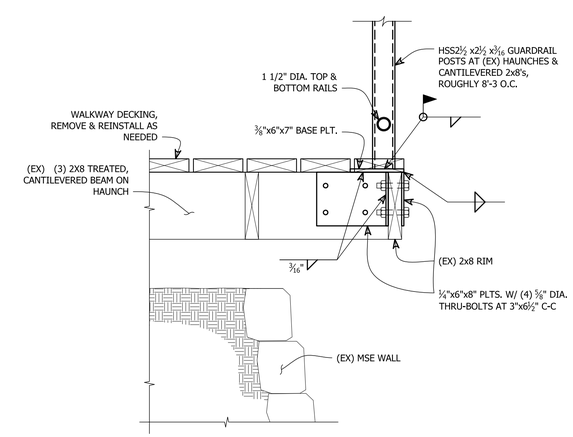
RE: ARCH'L. DETAIL 1 ON A110



2 S401 SECTION

3/4"=1'-0"

RE: ARCH'L. DETAIL 4 ON A110



3 S401 DETAIL

1 1/2"=1'-0"

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08/07/20

NO.	DATE	REVISION
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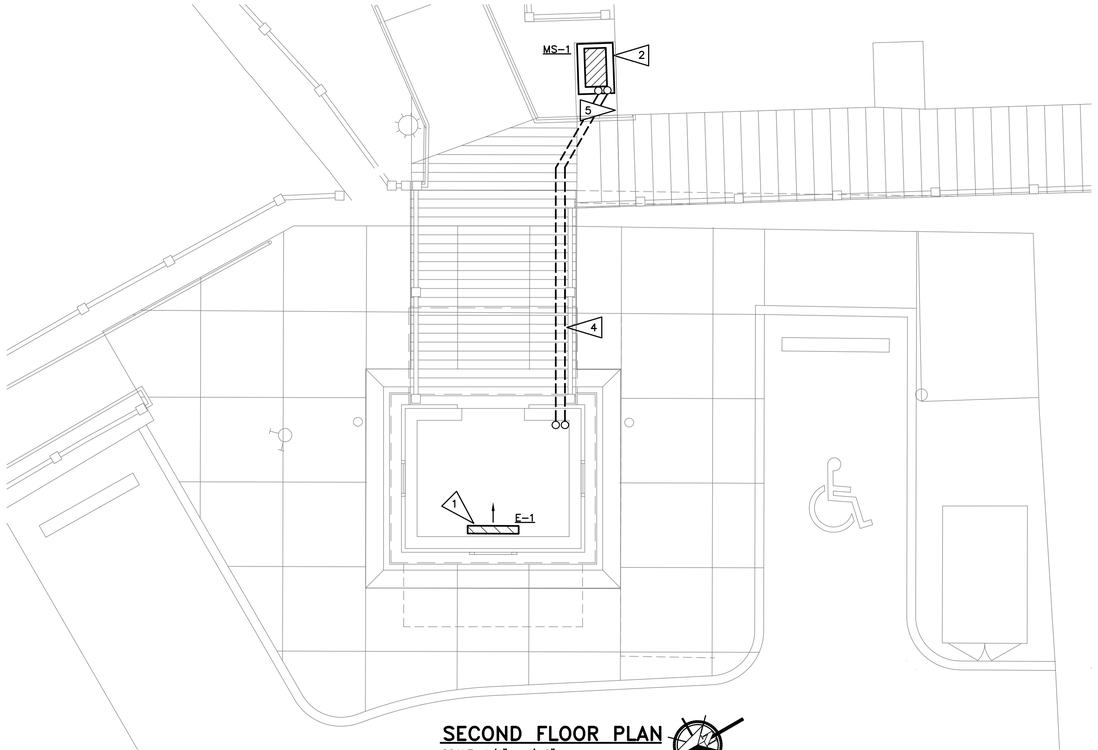
SHEET TITLE
SECTIONS

PROJECT: #1060P20
DATE: 08/07/20
DRAWN BY: SRH
CHECKED BY: NMR

SHEET NUMBER
S401



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

DETAIL NOTES

1. ROUTE ½" DISCHARGE FROM CONDENSATE PUMP TO SUMP ON FIRST FLOOR LEVEL.
2. MOUNT MS-1 ON 4" CONCRETE PAD.
3. ROUTE 2" DISCHARGE FROM ELEVATOR SUMP TO STORM LINE. REFER TO CIVIL DRAWINGS.
4. ROUTE REFRIGERANT LINES BELOW GRADE AND UNDER WALKWAY.
5. RELOCATE "SENSUS" WATER METER SO THAT CONDENSING UNIT DOES NOT BLOCK ACCESS TO READ METER. LOCATE ON EAST WALL.

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

PUMP SCHEDULE

CODE	MANUFACTURER AND MODEL	TYPE	SERVICE	GPM	TDH FEET	IMP. DIA.	RPM	HP	WATTS	ELECTRICAL	NOTES
P-1	STANCOR OIL MINDER SE 40	SUMP	ELEVATOR SUMP	50	10		3450	0.4		115V, 5.2 AMPS	1

NOTES:
1. STANCOR OIL-MINDER PUMP, 1 PHASE CONTROL SYSTEM WITH BUILT-IN AUDIBLE AND VISIBLE ALARM WHEN OIL IS IN THE PIT, OR WHEN THERE IS HIGH LIQUID. PROVIDE SILENCING BUTTON FOR AUDIBLE ALARM. PANEL SHALL HAVE ADDITIONAL CONTACT FOR REMOTE ALARM LOCATION. JUNCTION BOXES SHALL BE PROVIDED WITH MULTI-PIN CONNECTOR AND CORD LENGTH AS REQUIRED. LIGHTS FOR OIL SPILL, POWER, HIGH LIQUID LEVEL, OVERLOAD, AND PUMP RUN. PROVIDE STANCOR CHECK VALVE AND PUMP ON FLOAT. MOUNT CONTROL PANEL IN JANITORS CLOSET.

MINI-SPLIT DX HEATING & COOLING UNIT

CODE	MANUFACTURER AND MODEL	AREA SERVED	REFRIG.	HEATING		COOLING		ELECTRICAL			WEIGHT	NOTES
				MBH	COP	SENS.	SEER	VOLT.	MCA	MOCP		
MS-1	MITSUBISHI NTXSPH06A112A	ELEVATOR	R-410a	5900	4.68	6000	33.1	208/230/60/1ø	11	15	81	1, 2, 3, 4

NOTES:
1. INVERTOR DRIVE COMPRESSOR
2. HEATING PERFORMANCE DOWN TO -13F
3. PROVIDE NTXWPH06A112A WALL MOUNTED EVAPORATOR, E-1.
4. PROVIDE LITTLEGIANT PAN PUMP IN EVAPORATOR.

Seward Mechanical Systems
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Paul D. Seward, P.E.
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Boulder, Colorado
80303
Phone: 303.926.9245
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Email: seward@steam-engine.com

Proj#: 20006

COLORADO LICENSED PROFESSIONAL ENGINEER 22992

7-31-20

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

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GREGORY POINT
AT
MOUNTAIN CITY
476 GREGORY ST
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SHEET TITLE
MECHANICAL & PLUMBING PLAN

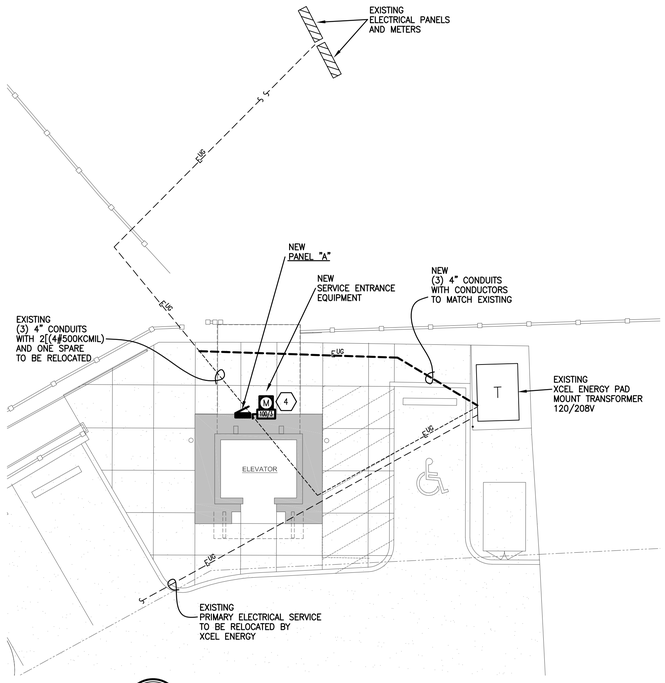
PROJECT: 2019.25
DATE: 12/12/19
DRAWN BY:
CHECKED BY:

SHEET NUMBER
MP100

ELECTRICAL LEGEND

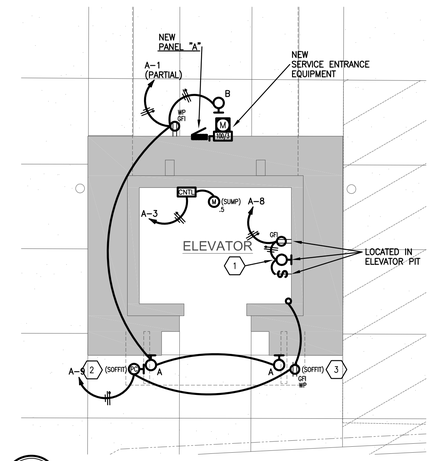
SYMBOL	DESCRIPTION
LIGHTING	
3	3–WAY WALL SWITCH, +48" ABOVE FLOOR UNLESS NOTED OTHERWISE.
D	SLIDE–TO–OFF DIMMER SWITCH, +48" UNLESS NOTED OTHERWISE.
OS	OCCUPANCY SENSOR WALL SWITCH, WATT–STOPPER DSW–301 OR EQUAL.
	MULTIPLE GANG SWITCH BANK, +48" ABOVE FLOOR UNLESS NOTED OTHERWISE.
OS	OCCUPANCY SENSOR UNIT, CEILING MOUNTED.
OS	OCCUPANCY SENSOR UNIT, WALL MOUNTED.
	FLUORESCENT STRIP LIGHT, LENGTH AND MOUNTING PER FIXTURE SCHEDULE.
	SURFACE OR PENDANT FLUORESCENT FIXTURE, LENGTH/MOUNTING PER FIXTURE SCHEDULE.
	RECESSED GRID MOUNTED FLUORESCENT FIXTURE. SIZE PER FIXTURE SCHEDULE.
	RECESSED DOWNLIGHT FIXTURE, TYPE AND SIZE PER FIXTURE SCHEDULE.
	SURFACE OR PENDANT MOUNTED FIXTURE, TYPE AND SIZE PER FIXTURE SCHEDULE.
	SINGLE FACE EXIT SIGN, WITH ARROW AS SHOWN TYPE AND COLOR PER FIXTURE SCHEDULE.
	DOUBLE FACE EXIT SIGN, WITH ARROW AS SHOWN TYPE AND COLOR PER FIXTURE SCHEDULE.
	WALL MOUNTED BATTERY PACK EGRESS LIGHT, TYPE AND COLOR PER FIXTURE SCHEDULE.
POWER / TELECOMM.	
	DUPLEX RECEPTACLE, +15" UNLESS NOTED OTHERWISE.
	DOUBLE–DUPLEX RECEPTACLE, +15" UNLESS NOTED OTHERWISE.
	HALF SWITCHED DUPLEX RECEPTACLE, +15" UNLESS NOTED OTHERWISE.
	CEILING MOUNTED DUPLEX RECEPTACLE.
	FLUSH FLOOR MOUNTED DUPLEX RECEPTACLE
	FLUSH FLOOR MOUNTED DUPLEX/TELE/DATA RECEPTACLE.
	TELE/POWER POLE
	JUNCTION BOX, WALL MOUNTED AT +15" UNLESS NOTED OTHERWISE.
	JUNCTION BOX ABOVE CEILING.
	VOICE/DATA JACK, +15" ABOVE FLOOR IN A 2–GANG BOX WITH A SINGLE GANG MUD RING AND 1" CONDUIT TO ACCESSIBLE CEILING SPACE.
	CABLE OR SATELLITE OUTLET RECEPTACLE, +15" UNLESS NOTED OTHERWISE.
	BRANCH CIRCUIT PANELBOARD, +66" TO TOP OF PANEL.
FIRE ALARM / SECURITY	
CR	CARD READER, 2–GANG BOX WITH EMPTY 1/2"C. TO CEILING SPACE.
T/R	DUCT DETECTOR KEYED TEST/RESET SWITCH.
P	PHOTOELECTRIC SMOKE DETECTOR.
T	THERMAL RATE–OF–RISE DETECTOR.
	MANUAL PULL STATION.
S	FIRE ALARM STROBE, +80" ABOVE FLOOR OR 6" BELOW CEILING, WHICHEVER IS LOWER.
S	FIRE ALARM STROBE, CEILING MOUNTED.
H	FIRE ALARM HORN/STROBE, +80" A.F.F. OR 6" BELOW CEILING, WHICHEVER IS LOWER.
H	FIRE ALARM HORN/STROBE, CEILING MOUNTED.
CIRCUITING / TAGS	
	FLEX CONDUIT CONNECTION.
	CONDUIT, CONCEALED IN WALLS OR CEILING.
	CONDUIT, CONCEALED IN FLOOR.
E-UG	CONDUIT, UNDERGROUND BURIED.
A–1,3,5	BRANCH CIRCUIT HOMERUN TO PANELBOARD, ARROWS INDICATES NUMBER OF CIRCUITS.
	NEUTRAL, HOT, SWITCH LEG & GROUND CONDUCTORS AND CONTROL PAIR; RESPECTIVELY
1	ELECTRICAL DETAIL NOTE REFERENCE.
EF–1	MECHANICAL EQUIPMENT REFERENCE.
AC	ABOVE COUNTER
CLG	CEILING MOUNTED
EX	EXISTING TO REMAIN
GFI	GROUND FAULT INTERRUPTER
R	EXISTING TO BE REMOVED
REL	RELOCATED – PROVIDE ADDITIONAL CONDUIT AND WIRE AS REQUIRED.
S	SURFACE MOUNTED
U.N.O.	UNLESS NOTED OTHERWISE

NOTE:
–WIRE DEVICES AND BOXES SHALL BE FLUSH MOUNTED UNLESS NOTED OTHERWISE.
–HEAVY LINE WEIGHT INDICATES NEW WORK.
–LIGHT LINE WEIGHT INDICATES EXISTING TO REMAIN.
–LIGHT DASHED LINE WEIGHT INDICATES EXISTING TO BE REMOVED. ALL EXISTING DEVICES TO REMAIN SHALL BE RECONNECTED AS REQUIRED AFTER DEMOLITION IS COMPLETE. PROVIDE NEW CONDUIT AND WIRE AS REQUIRED.



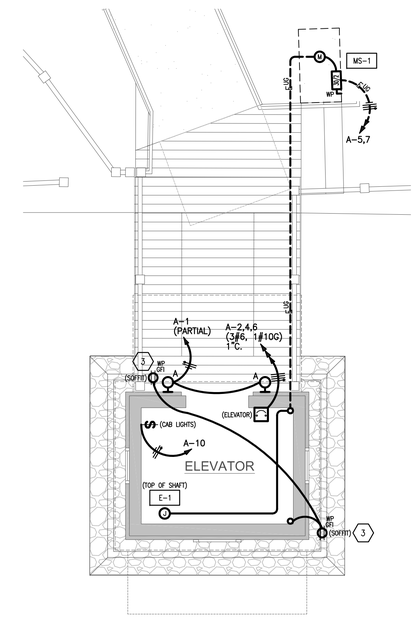
SITE PLAN - ELECTRICAL

SCALE: 1/8" = 1'–0"



FIRST FLOOR PLAN - ELECTRICAL

SCALE: 1/4" = 1'–0"



SECOND FLOOR PLAN - ELECTRICAL

SCALE: 1/4" = 1'–0"

FAULT CURRENT CALCULATIONS

FAULT CURRENT AMPS AVAILABLE AT EXISTING
75 KVA TRANSFORMER (120/208V-3P-4W) = **13,000 AMPS**

FAULT #1 (LOCATION: NEW PANEL "A")

$$f = \frac{1.73 \times 30 \times 13{,}000}{1 \times 6{,}044 \times 208} = \mathbf{0.537}$$

$$M = \frac{1}{1 + 0.537} = \mathbf{0.651}$$

FAULT AVAILABLE = 13,000 x 0.651 = **8,463 AMPS**

NOTES:
1. All Calculations use Bussman "Point-To-Point" Method.
2. The E.C. shall report any discrepancies to the Engineer.
3. Conductor lengths shall not be less than the values listed. The E.C. shall field verify conductor lengths and contact the engineer immediately if the lengths are less than the value shown.
4. Conductor lengths listed in this table are for fault study purposes only and shall not be used for bidding or other calculations.
5. All in-line Utility Meters shall be protected to limit the Fault Current to no more than 10kA at the meter per the Utility Company requirements.
6. Label and date available fault current value at the main service disconnect per NEC 110.24(A).
7. Provide Arc-Flash Hazard study and labeling for personnel and protective equipment prior to energizing equipment per NEC 110.16 and NFPA 70E.

FIXTURE SCHEDULE

KEY	LAMP(S)	DESCRIPTION	FINISH	VOLT	MOUNTING	MFR	CAT. NO.
A	LED MEDIUM BASE	DECORATIVE LED EXTERIOR WALL SCONE WITH OPAL ACORN SHADE AND INTEGRAL PHOTOCELL	BLACK	120	WALL	REJUVENATION	ALSEA CRAFTSMAN WITH PHOTOCELL
B	33W LED 4000K	EXTERIOR LED AREA LIGHT WITH CLEAR LENS, TYPE III DIST., INTEGRAL 0-10V DIMMING DRIVER AND MICROWAVE OCCUPANCY SENSOR	BLACK	UNV	WALL	KENALL	FN6-12-MB-3-SP-33L-40K8-DIM1-DV-MS

NOTE: ALL SCREW-IN BULBS SHALL BE MEDIUM BASE LED AND PROVIDED BY E.C.

(NEW) PANEL "A"

MOUNTING: ☑ FLUSH ☐ SURFACE
NEMA RATING: ☐ 1 ☑ 3R
SERVICE ENTRANCE RATED: ☐
ISOLATED GROUND BUS: ☐
LOCATION: -----
VOLTAGE: **120/208V-3PH-4W**
A.I.C. RATING: **10,000**
MAIN C.B.: **100 AMP**
BUS SIZE: **125 AMP**

BRANCH BREAKERS

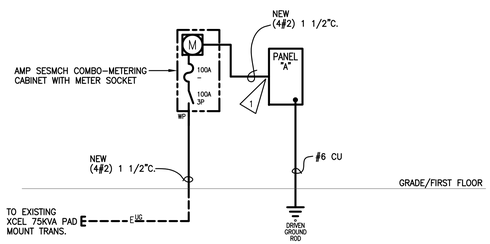
NOTES	CD	DESCRIPTION	SIZE	P	CIR.	LEFT PHASE LOAD A	B	C	RIGHT PHASE LOAD A	B	C	CIR.	SIZE	P	DESCRIPTION	CD	NOTES
	M	ELEV. BLDG- LIGHTS & RECEP	20	1	1	285			4323			2	60		-----	ML	
	MR	ELEV. PIT SUMP	20	1	3		1176			4323		4			ELEVATOR	ML	
	MR	MS-1	15		5			915			4323	6		3	-----	ML	
	MR	-----		2	7	915			200			8	20	1	PIT LIGHT AND RECEPT	MR	
	L	RECEPT-SOFFIT	20	1	9		360			150		10	20	1	CAB LIGHTS	L	
		SPARE	20	1	11			-			-	12	20	1	SPARE		
		SPARE	20	1	13	-			-			14	20	1	SPARE		
		SPARE	20	1	15		-			-		16	20	1	SPARE		
		SPARE	20	1	17			-			-	18	20	1	SPARE		
						1200	1536	915	4523	4473	4323						
						5723	6009	5238	Total Connected V.A.								
						16970	=Total Connected VA all Phases										

CD	LOAD	CONNECTED	D.F.	KVA	AMPS
L	LIGHTING	510 VA	1.25	0.6	
R	RECEPTACLES (1ST 10000)	0 VA	1.00	0.0	
R	RECEPTACLES (REMAINING)	0 VA	0.50	0.0	
ML	MOTOR (LARGEST)	12969 VA	1.25	16.2	
MR	MOTORS (REMAINING)	3006 VA	1.00	3.0	
H	ELECTRIC HEAT	0 VA	1.25	0.0	
M	ELECTRICAL MISC.	485 VA	1.00	0.5	
	TOTAL ESTIMATED LOAD	**16970 VA**		**20.3**	**56.5**

NOTES:
1. PROVIDE NEW BREAKER IN EXISTING SPACE.
2. REPLACE EXISTING SPARE BREAKER WITH NEW BREAKER SHOWN.
3. PROVIDE ARC-FAULT BREAKER.

WITH INTEGRAL TVSS

ALL SINGLE PHASE SHARED NEUTRAL CIRCUITS SHALL BE SUPPLIED WITH BREAKER HANDLE TIES PER NEC 210.4



ELECTRICAL ONE-LINE DIAGRAM

SCALE: NONE

ELECTRICAL SPECIFICATIONS

1. PROVIDE ALL EQUIPMENT AND SERVICES NECESSARY TO INSTALL THE COMPLETE SYSTEMS DESCRIBED BY THE CONTRACT DOCUMENTS AND SPECIFIED BELOW. THE DRAWINGS ILLUSTRATE THE GENERAL DESIGN AND EXTENT OF THE PERFORMANCE REQUIRED. ALL DIMENSIONS AND LOCATIONS SHALL BE TAKEN FROM THE ARCHITECTURAL DRAWINGS.
2. COMPLY WITH ALL STATE AND LOCAL CODES, UTILITY COMPANY REGULATIONS, FIRE DEPARTMENT REQUIREMENTS AND THE LATEST EDITIONS OF THE NFPA CODES.
3. EQUIPMENT AND MATERIALS SHALL BE NEW, UL-LISTED FOR THE USE INTENDED, BE FREE FROM DAMAGE OR DEFECT AND SHALL BE INSTALLED PER THE MANUFACTURERS INSTRUCTIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUCCESSFUL OPERATION OF THE ELECTRICAL SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE. PROVIDE OPERATING AND MAINTENANCE INSTRUCTIONS FOR ALL ELECTRICAL SYSTEMS.
5. SUPPORT CONDUIT AND EQUIPMENT FROM THE STRUCTURE TO PREVENT SAGGING, POCKETING, SWAYING AND VIBRATIONS.
6. PROVIDE SLEEVES AND INSERTS FOR ALL ELECTRICAL CONDUIT, SEAL ALL CONDUIT PENETRATIONS PASSING THROUGH FIRE RATED BARRIERS AND EXTERIOR WALLS WITH AN APPROVED MATERIAL TO MAINTAIN THE FIRE RATED INTEGRITY.
7. PROVIDE COMPLETE SYSTEMS OF CONDUCTORS AND RACEWAYS USING CONDUIT AND/OR CABLE ASSEMBLIES APPROPRIATE TO THE FUNCTION AND LOCATION AND SPECIFICALLY APPROVED BY THE NEC. CONDUCTORS MUST BE DERATED PER THE NEC. LOAD BALANCE THE ENTIRE SYSTEM TO WITHIN 15% PER PHASE. PROVIDE A COMPLETE GROUNDING SYSTEM IN ACCORDANCE WITH ARTICLE 250 OF THE NEC.
8. THE FOLLOWING RACEWAYS ARE APPROVED FOR USE ON THIS PROJECT, WHERE APPROVED BY THE NEC:
   EMT: ELECTRICAL METALLIC TUBING, GALVANIZED
   PVC: POLYVINYL CHLORIDE CONDUIT, SCHEDULE 40, TRANSITION TO GRC BEFORE RISING ABOVE GRADE.
   GRC: GALVANIZED RIGID CONDUIT
9. THE FOLLOWING CABLE ASSEMBLIES MAY BE USED IN THE POWER DISTRIBUTION SYSTEM, WHERE APPROVED BY THE NEC: MC (METAL CLAD) CABLE.
10. PROVIDE GALVANIZED STEEL OUTLET AND JUNCTION BOXES, EXCEPT WHERE OTHERWISE INDICATED. BOXES SHALL BE A MINIMUM OF 4" SQUARE OR OCTAGONAL WITH DEPTH AS REQUIRED. PROVIDE WEATHERPROOF TYPE CAST BOXES WITH GASKET AND CAST COVERPLATES FOR ALL WET LOCATIONS. THROUGH THE WALL BOXES ARE NOT PERMITTED. PROVIDE PLASTER OR TILE RINGS FOR ALL FLUSH OUTLETS INSTALLED WHERE REQUIRED.
11. ALL CONDUCTORS SHALL BE COPPER, RATED AT 600 VOLTS (STRANDED FOR NO. 8 AWG AND LARGER), WITH THE FOLLOWING INSULATION RATINGS: THHN, THWN, XHHW. THE CONDUCTORS SHALL BE APPLIED USING THE 75C RATING TABLE.
12. PROVIDE SPECIFICATION GRADE, WHITE, DEVICES THROUGHOUT AS MANUFACTURED BY HUBBELL, ARROW HART OR LEVITON. PLATES SHALL BE WHITE NYLON WITH MATCHING SCREWS. PROVIDE BLANK COVERPLATE FOR UNUSED BOXES. COVERPLATES FOR MULTI-GANG APPLICATIONS SHALL BE SINGLE PIECE AND SIZED FOR THE BOX IT COVERS.
13. BRANCH CIRCUITS SHALL USE MINIMUM NO. 12 AWG WIRING FOR BRANCH CIRCUITS, PROTECTED BY 20 AMP CIRCUIT BREAKERS. CONTROL WIRING MAY BE NO. 14 AWG MINIMUM.
14. DO NOT INSTALL EXPOSED CONDUIT IN AREAS OPEN TO THE PUBLIC. EXPOSED RACEWAYS MUST BE WIREMOLD WHERE REQUIRED AND ONLY WHERE APPROVED BY THE ARCHITECT. RUN EXPOSED RACEWAYS PARALLEL TO AND AT RIGHT ANGLES WITH THE BUILDING LINES.
15. USE FLEXIBLE METALLIC CONDUIT FOR CONNECTIONS TO MOTORS, FIXTURES AND OR OTHER EQUIPMENT WHERE VIBRATION IS ENCOUNTERED. PROVIDE SEALTITE FLEXIBLE METALLIC CONDUIT IN WET AREAS.
16. PROVIDE A GROUND WIRE IN NON-METALLIC CONDUIT AND FLEXIBLE CONDUIT.
17. PROVIDE CIRCUIT BREAKER TYPE LOADCENTERS AS SCHEDULED ON THE DRAWINGS. BREAKERS SHALL BE FULL WIDTH, THERMAL MAGNETIC, PLUG-IN TYPE. PROVIDE MULTI-POLE BREAKERS WITH COMMON TRIP AND SINGLE OPERATING HANDLE. PROVIDE SEPARATE GROUND BUS. PROVIDE A TYPED DIRECTORY IN A DIRECTORY FRAME. INSTALL TRIMS AND DOORS WITH THE PRIMER COATS IN FINISHED AREAS. PROVIDE ONE SPARE ¾" CONDUIT UP OR DOWN TO AN ACCESSILBE LOCATION FOR EACH 3 UNUSED POLES IN THE LOADCENTER. LOADCENTERS SHALL BE SQUARE D OR EQUAL.
18. PROVIDE NORMAL DUTY, ENCLOSED, FUSIBLE AND NON-FUSIBLE SAFETY SWITCHES IN ENCLOSURES RATED FOR THEIR USE. PROVIDE A LABEL ON ALL SWITCHES.
19. PROVIDE BRANCH CIRCUITS, FEEDERS, JUNCTION BOXES, DISCONNECT SWITCHES, ETC. AS REQUIRED FOR A COMPLETE SYSTEM. MAKE POWER CONNECTIONS TO MOTORS AND CONTROLS FOR HEATING, VENTILATION, AIR CONDITIONING, PLUMBING AND OWNER FURNISHED EQUIPMENT AS REQUIRED.
20. EXTERIOR LIGHTING FIXTURES, RACEWAYS, BALLASTS, EQUIPMENT, ETC. SHALL BE WEATHERPROOF AND SUITABLE FOR TEMPERATURES DOWN TO -20F.

DETAIL NOTES

1. PROVIDE GLASS GLOBE FIXTURE WITH GUARD AND 24W MED BASE LAMP.
2. PROVIDE BUTTON TYPE PHOTOCELL FOR CONTROL OF SOFFIT RECEPTACLES.
3. SOFFIT RECEPTACLE CONTROLLED BY PHOTOCELL.
4. SESMCH METER/DISCONNECT TO BE SEMI FLUSH MOUNTED. MAINTAIN ACCESS FOR DOORS TO OPEN FULLY.

COLORADO LICENSED PROFESSIONAL ENGINEER 29133 8-7-20

NO.	DATE	REVISION
4	08/07/2020	PERMIT SUBMISSION R1
3	06/26/2020	PERMIT SUBMISSION
2	06/05/2020	90% CD SUBMISSION
1	04/24/2020	DD SUBMISSION

PEH ARCHITECTS
1720 14th Street, Suite 100
Boulder, CO 80302
303-442-0408

GREGORY POINT AT MOUNTAIN CITY
476 GREGORY ST
Black Hawk, CO 80422

JCN Engineering, Inc.
3281 Routt St., Wheat Ridge, CO 80033
(303) 239-0736
jcneng@comcast.net

SHEET TITLE
ELECTRICAL SITE PLAN, LEGEND & SCHEDULES

PROJECT: 202024
DATE: 12/12/19
DRAWN BY: DK
CHECKED BY: JCN

SHEET NUMBER E100

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 Certificate of Architectural Compatibility (COAC) to allow exterior site improvements on property described in Exhibit A and generally located at 410 - 496 Gregory 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 24, 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

Lots 3 thru 11, Block 31, Black Hawk Subdivision, S7 T3S R72W and S12 T3S R73W

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Certificate of Architectural Compatibility for site improvements and the construction of a stand-alone elevator at Gregory Point located at 410 – 496 Gregory Street.

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

MOTION TO APPROVE: Resolution 43-2023 – A Resolution conditionally approving a Certificate of Architectural Compatibility to allow an elevator and exterior improvements for Gregory Point at Mountain City located at 410-496 Gregory Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City of Black Hawk is requesting review and approval of a Certificate of Architectural Compatibility for the Gregory Point at Mountain City site improvements consistent with the Gregory Street Sub-Area Plan adopted by the City in 2013. Improvements include repair/replacement of portions of sidewalk, railings, and guardrails. A 2-stop elevator is also proposed to provide ADA access to the retail and office space provided throughout the three-tier site.

AGENDA DATE:	May 24, 2023
WORKSHOP DATE:	N/A
FUNDING SOURCE:	N/A
DEPARTMENT DIRECTOR APPROVAL:	[X]Yes [ ]No
STAFF PERSON RESPONSIBLE:	Cynthia L. Linker CP&D Director
DOCUMENTS ATTACHED:	Resolution 43-2023 Staff Report & Attachments
RECORD:	[ ]Yes [X]No
CoBH CERTIFICATE OF INSURANCE REQUIRED	[ ]Yes [X]No
CITY ATTORNEY REVIEW:	[ ]Yes [X]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: May 9, 2023
Meeting Date: May 24, 2023

STAFF REPORT:	**Certificate of Architectural Compatibility: Gregory Point at Mountain City Elevator and Exterior Improvements**
For:	City Council
Project Number:	P-23-10
Property Address:	410 – 496 Gregory Street, Black Hawk, CO 80422
Applicants:	City of Black Hawk
Zoning:	History Appreciation Recreation Destination (HARD)
Prepared by:	Julie Esterl - Baseline Corporation
Approved by:	Vincent Harris, AICP - Baseline Corporation
Reviewed by:	Cynthia Linker, CP&D Director

BACKGROUND:
On March 29, 2023 the City of Black Hawk applied for review and approval of a Certificate of Architectural Compatibility (COAC) for the Gregory Point at Mountain City improvement project. The request involves site improvements and the construction of a stand-alone elevator at properties located at 410 – 496 Gregory Street as well as a portion of the Cooper Street right-of-way. The proposed improvements include the repair or replacement of the existing site fencing and guardrails, replacement of handrails and concrete walking surfaces in limited locations, repair of stone walls, improvement of gravel road and parking area with an asphalt surface, and the construction of a new 2-stop elevator to provide ADA access to the upper terrace pathway and buildings.

Figure 1: Location Map

ZONING:
The properties that comprise Gregory Point are all zoned History Appreciation Recreation Destination (HARD). The existing retail use is a permitted use within the HARD District.

Figure 2: Zoning Map

REQUEST:
This request is part of the continuing improvement projects outlined by the Gregory Street Sub-Area Plan adopted by the Black Hawk City Council in 2013. The Plan outlines the goals of the City to establish Gregory Street as a walkable personal commercial experience. The existing buildings at Gregory Point at Mountain City are owned by the City of Black Hawk and provide rentable retail and office space. The proposed site work and construction of the elevator will provide aesthetic improvements, increased safety, and ADA accessibility to this retail and office space. Figure 3 depicts an illustrative concept plan taken from the Gregory Street Sub-Area Plan.

A Gregory Street Site Development Plan (SDP) for City owned properties located at 200 through 496 Gregory Street has been submitted as a separate application and includes the Gregory Point site. While a site plan has been included with the drawing set for the Gregory Point COAC application, review of the site plan is not included in this staff report. The Gregory Street SDP and the Gregory Point COAC will be presented to City Council at the same meeting. Figure 4 represents the Gregory Point Site Plan and is included here for reference. Refer to the separate Gregory Street SDP staff report for details on that application.

Figure 3: Gregory Street Sub-Area Concept Plan

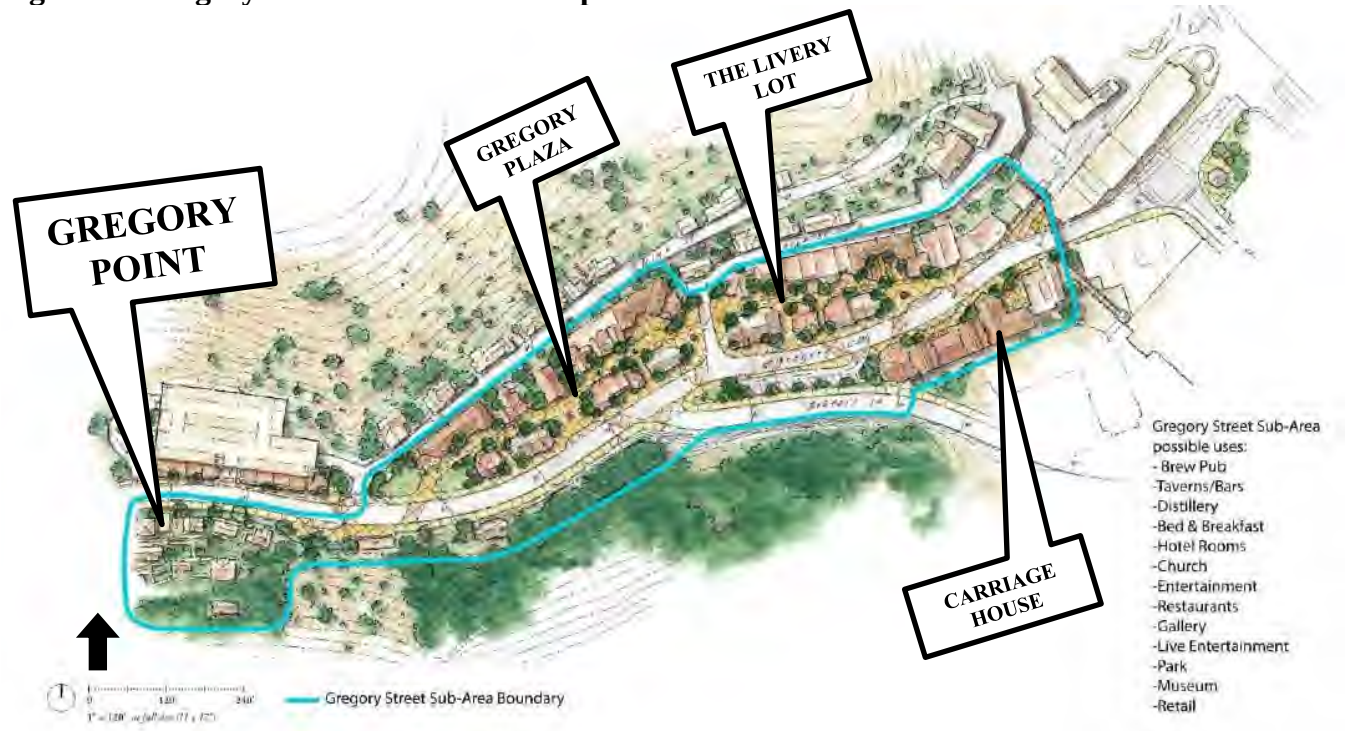
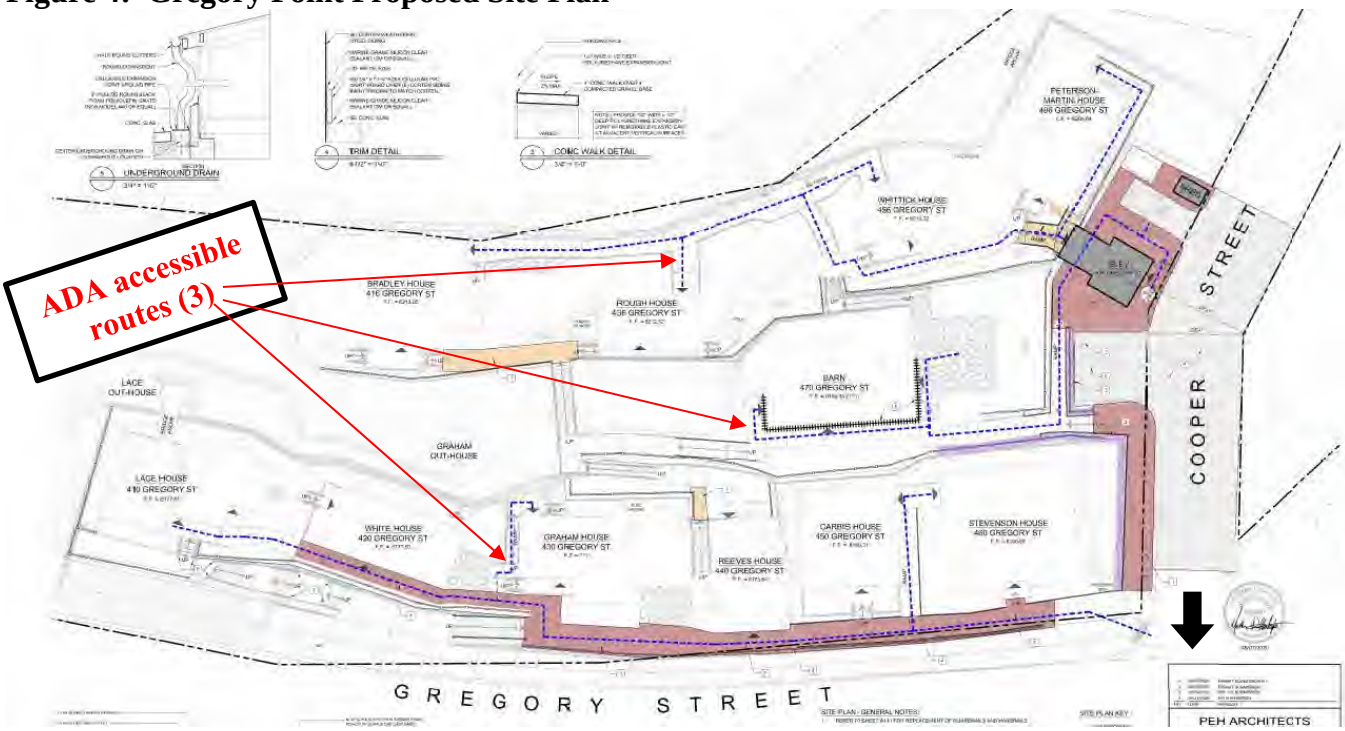


Figure 4: Gregory Point Proposed Site Plan



PROPOSED SITE IMPROVEMENTS:
Site improvements are planned for the exterior of the Gregory Point site which currently houses 11 buildings including:
The Lace House – 410 Gregory Street
The Bradley House – 416 Gregory Street
The White House – 420 Gregory Street
The Graham House – 430 Gregory Street
The Rough House – 436 Gregory Street
The Reeves House – 440 Gregory Street
The Carbis House – 450 Gregory Street
The Whittick House – 456 Gregory Street
The Stevenson House – 460 Gregory Street
The Barn – 470 Gregory Street
The Peterson-Martin House – 496 Gregory Street

The proposed exterior improvements to the site include the repair and replacement of existing handrails and guardrails, replacement of portions of the existing concrete sidewalk, repairs to portions of the existing stone walls, and replacement of the existing gravel road with an asphalt surface. The improved right-of way will also provide three parking spaces, one of which will be ADA accessible.

Figure 5: Proposed Railing, Guardrail, Stone Wall, Sidewalk and Street Improvements

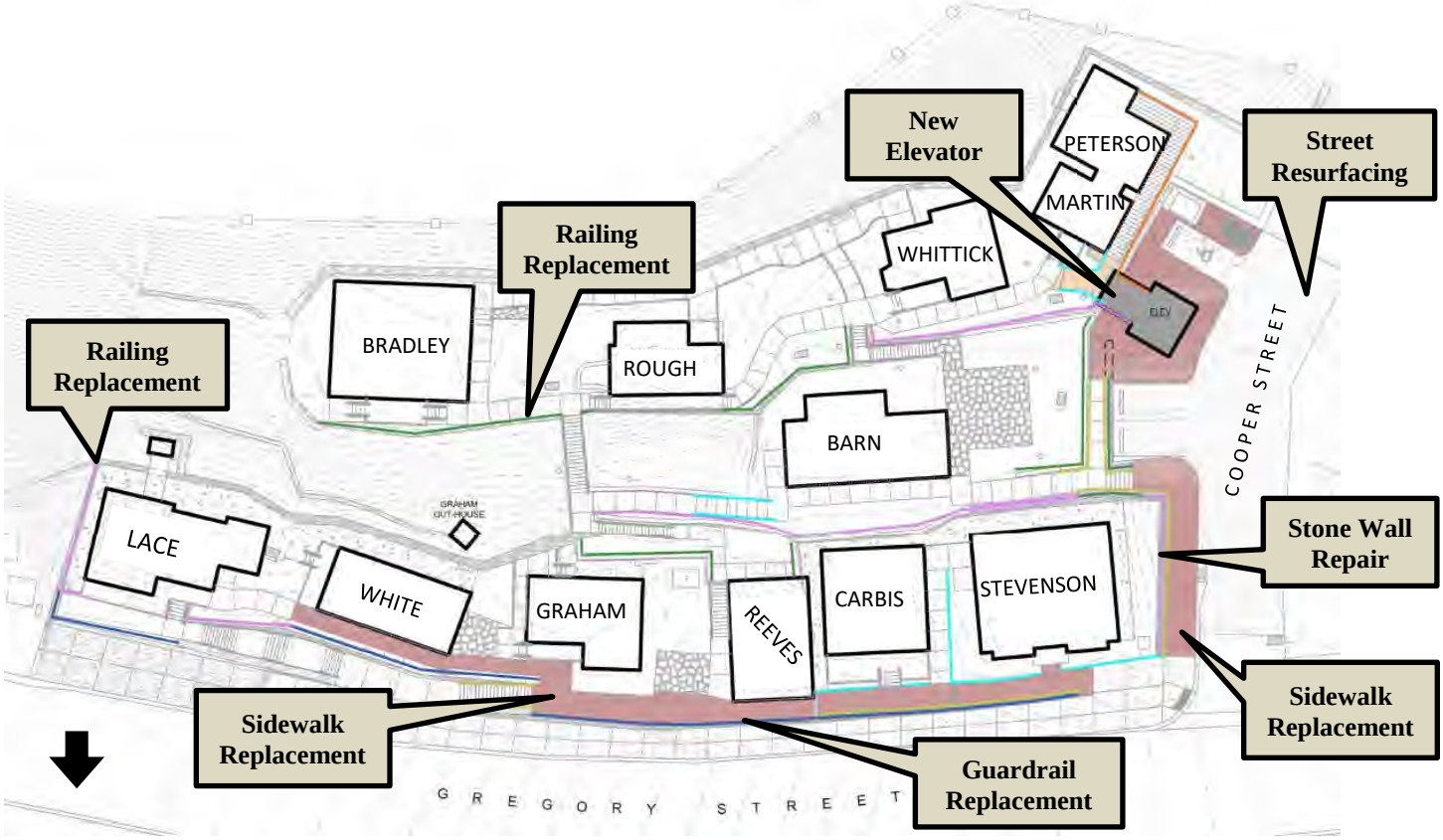
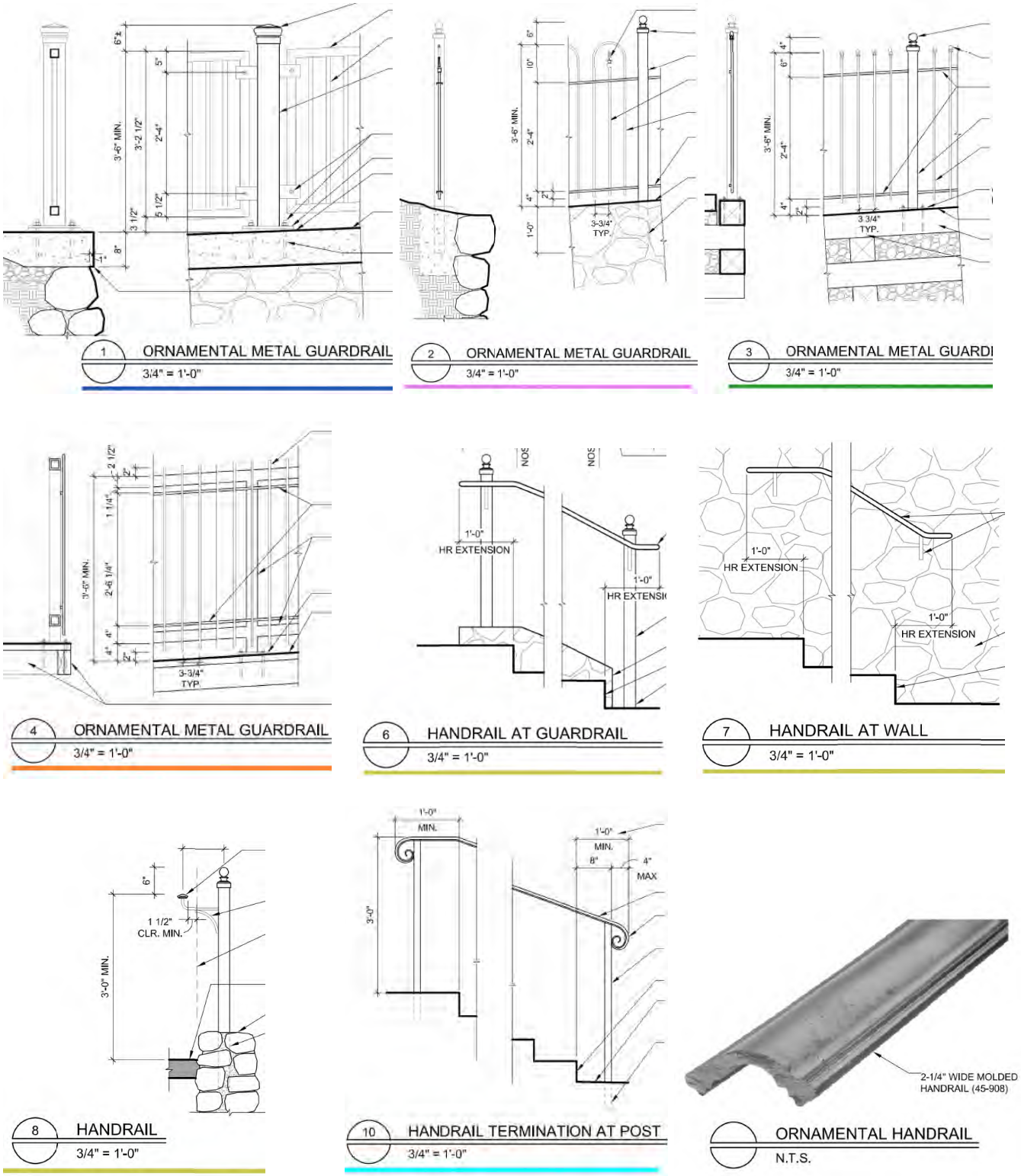


Figure 6: Proposed Railing & Guardrail Details (key/legend to previous map)



PROPOSED ELEVATOR:
In order to provide full ADA access to all three levels of the site and all buildings, a 2-stop elevator is proposed for the west end of the site along Cooper Street. Figures 7 – 9 represent how the elevator will look in site plan view and perspective view. The perspective view shows an original teal colored trim, which has recently been changed to an historic teal. Figure 10 includes the updated color legend for all of the building materials for the elevator.

Figure 7: Elevator First Floor Plan

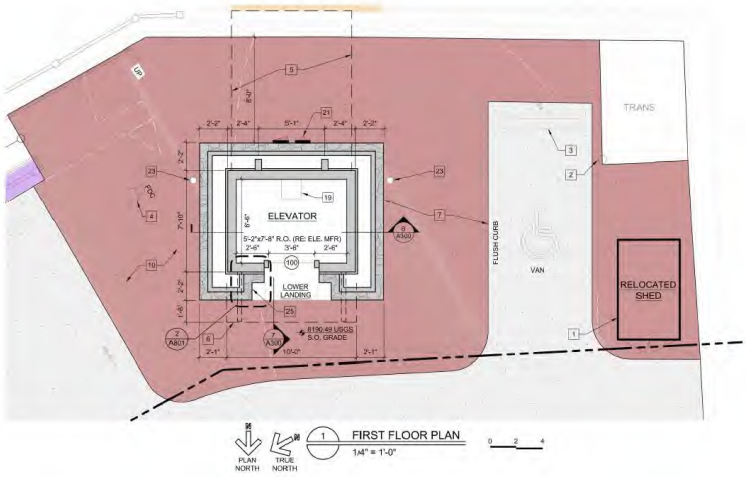


Figure 8: Elevator Second Floor Plan

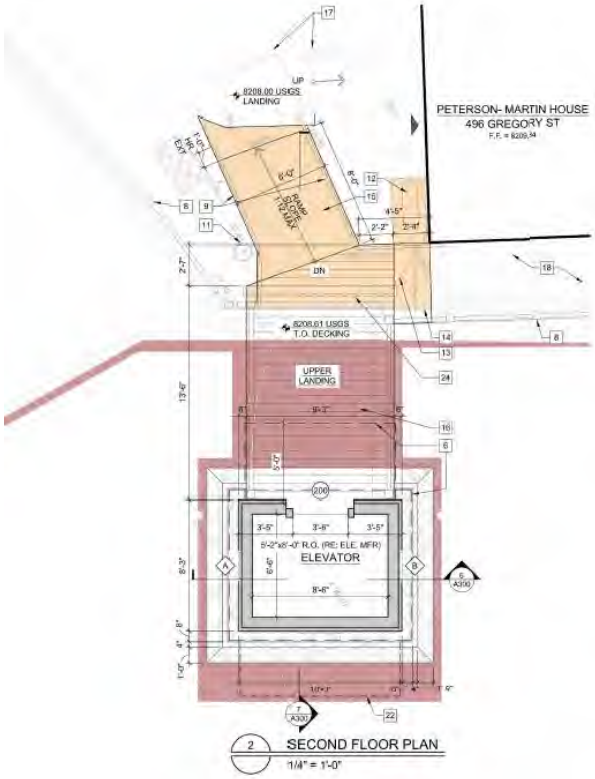


Figure 9: Elevator Perspective View

Figure 10: Exterior Finish Chart

EXTERIOR FINISH CHART				
COLOR	CSI#	TYPE	MANUFACTURER	FINISH
	04 40 00	SAND STONE LINTEL	–	LYONS RED SANDSTONE
	04 43 13	STONE	–	NATURAL STONE (AVAILABLE FROM CITY OF BLACK HAWK)
	04 43 13	MORTAR	SPECMIX	SM250 ANTIQUE WHITE JOINTS TO APPEAR "DRY LAID"
	07 31 13	ASPHALT SHINGLE ROOF	CERTAINTEED CARRIAGE HOUSE	GATEHOUSE SLATE
	07 42 13	METAL WALL PANELS		CORTEN
	08 52 30	CLAD WINDOWS	MARVIN WINDOWS	CADET GRAY
	09 91 13	SOFFIT	SHERWIN-WILLIAMS	MAISON BLANCHE SW 7526
	09 91 13	ACCENT (DOOR, STEEL BRACKETS)	SHERWIN-WILLIAMS	FOGGY DAY SW 6235
	09 91 13	TRIM	SHERWIN-WILLIAMS	TEAL STENCIL SW 0018

Revised color for elevator trim

Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

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 public hearing will be held and the City Council should take in to consideration any comments discussed at that time. If his schedule permits, Matt Reed, City of Black Hawk Project Manager, may be available at the meeting to address any questions.

c. *The purpose of this Chapter;*
Staff Comment: The purpose of this chapter is to provide guidance for the appropriate development of property within each zone district as well as its particular suitability to specific uses. This chapter is also designed to promote the health and general welfare of the citizens of Black Hawk as well as visitors to the City.

d. *Compliance with this Code and the payment of all fees required by this Code;*
Staff Comment: The City of Black Hawk, as the applicant, is not required to pay land use application fees.

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 architecture of the proposed renovations and the new construction fits in with the historic character of the City, and is consistent with the approved Gregory Street Sub-Area Plan. The proposed renovations will not affect the historic or aesthetic interest of the site or the district. All proposed colors match the approved historic color palette for the City of Black Hawk.

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 Regarding Exterior Site Improvements: All of the exterior site improvements consist of either repair or replacement of existing features. Replacement features are proposed to match existing in type, style and color. The proposed renovations maintain the character of the existing Gregory Point site while improving the site's aesthetics, usability, accessibility and safety.

Staff Comment Regarding the New Elevator: The design and selection of building materials for the new elevator are consistent with the historic character of Gregory Point. Complementary building materials include corten sheet siding, natural stone building veneer

and retaining walls, and asphalt shingles. All colors have been selected from the historic color palette adopted by the City and recommended for use.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided by PEH Architects on behalf of the City of Black Hawk for this project. The City of Black Hawk Municipal Code allows for new construction and exterior renovations of non-residential buildings with the approval of a Certificate of Architectural Compatibility. Staff from Baseline Corporation recommends that a Certificate of Architectural Compatibility be granted. The proposed construction and renovations are acceptable, consistent with the adopted Gregory Street Sub-Area Plan, and meet the Design Guidelines for commercial uses within the City adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Architectural Compatibility for Gregory Point Site Improvements be granted, subject to the following conditions:

1. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.
3. COAC approval is valid for up to 6 months after the approval date.

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 Gregory Point Site Improvements 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. 43-2023, a Resolution conditionally approving a Certificate of Architectural Compatibility to allow an elevator and exterior improvements for Gregory Point at Mountain City located at 410-496 Gregory Street.

with the following conditions:

1. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.
3. COAC approval is valid for up to 6 months after the approval date.

Attachments:
- Land Development Application
- Site Improvements Plan Set (attached to Resolution 43-2023)

Applicant's Submittal

	Black Hawk PO Box 68, Black Hawk, CO 80422	Certificate of Architectural Compatibility (COAC) - (Major) 22BH-PL00002

Application Details

Application Date:	01/14/2022	Property Owner:	City of Black Hawk
Acceptance Date:	01/14/2022	Mailing Address:	PO BOX 68
Job Site Address:	476 GREGORY ST, Black Hawk, CO 80422		BLACK HAWK, CO 80422
Category:	Planning	Phone:	
Permit Type:	Certificate of Architectural Compatibility (COAC) - (Major)	Email:	

Description of Work:

P-23-10 Gregory Point at Mountain City exterior improvements and new elevator

Contractors:		Applicant:		
Primary	Matt Reed (303) 582-2288	Name: Julie Esterl	Phone: (303) 202-5010	Email: julie.esterl@baselinecorp.com
		Occupant:		
		Name:	Phone:	Email:

Permit Fields

# Parking Spaces:		Estimated Valuation:	$0.00
Lot Size:		Required Setback Back:	
Required Setback East:		Required Setback Left:	
Required Setback North:		Required Setback Right:	
Required Setback South:		Required Setback West:	
Total Square Footage:			

Application Terms

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner has been obtained. I also commit to pay all fees based on the City of Black Hawk's adopted fee schedule.

Submitted by: Julie.esterl@baselinecorp.com

This document is NOT a permit and does not constitute approval or authorize any construction or changes to the above location.

RESOLUTION 44-2023

A RESOLUTION APPROVING THE GREGORY HILL SUBDIVISION FOR PROPERTY LOCATED AT 987 MINERS ROAD IN ORDER TO RECONFIGURE LOT, TRACT, PARCEL, AND RIGHT-OF-WAY LINES ON GREGORY HILL

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No., 44-2023

TITLE: A RESOLUTION APPROVING THE GREGORY HILL SUBDIVISION FOR PROPERTY LOCATED AT 987 MINERS ROAD IN ORDER TO RECONFIGURE LOT, TRACT, PARCEL, AND RIGHT-OF-WAY LINES ON GREGORY HILL

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 Gregory Hill Subdivision for the property located at 987 Miners Road, City of Black Hawk, Colorado, as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, to reconfigure lot, tract, parcel, and right-of-way lines on Gregory Hill.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

GREGORY HILL SUBDIVISION

FINAL PLAT

A REPLAT OF TRACT A, LOTS 2 AND 3, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4 AND THE PARCEL OF LAND RECORDED AT RECEPTION NUMBERS 166800 AND 166682 LOCATED WITHIN THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

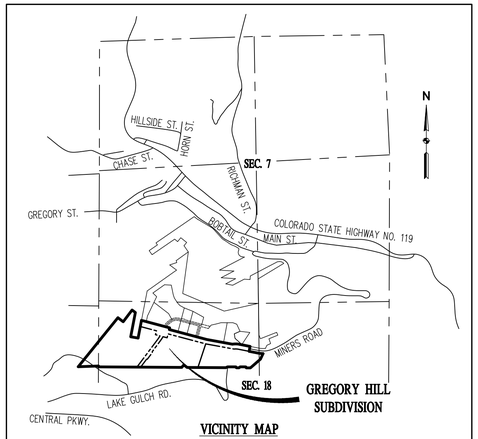
DESCRIPTION:

A REPLAT OF TRACT A, LOTS 2 AND 3, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4, RECORDED AT RECEPTION NO. 147815 AND THE PARCEL OF LAND RECORDED AT RECEPTION NUMBERS 166800 AND 166682, LOCATED WITHIN THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

CONTAINING 2,236,518 SQUARE FEET OR 51.34 ACRES, MORE OR LESS.

NOTES:

1. THE PURPOSE OF THIS FINAL PLAT IS TO RECONFIGURE LOT, TRACT, PARCEL AND RIGHT-OF-WAY LINES AS SHOWN HEREON.
2. BASIS OF BEARINGS: ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4 INCH ALUMINUM CAP STAMPED U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, 1979 AT THE NORTH QUARTER CORNER OF SAID SECTION 18 AND A 3-1/4 INCH ALUMINUM CAP STAMPED U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, 1979 AT THE NORTHWEST CORNER OF SAID SECTION 18 TO BEAR NORTH 89°07'56" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 3189.57 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
3. ALL GENERAL NOTES AS SHOWN ON THE PLAT OF MINERS' MESA SUBDIVISION FILING NO. 4, DATED OCTOBER 29, 2012, SHALL APPLY UNLESS SPECIFICALLY AMENDED AND SUPERSEDED HEREBY.
4. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
6. ACREAGE CALCULATIONS ARE BASED UPON THE PERIMETER BOUNDARY AS SHOWN HEREON.
7. DISTANCES ON THIS PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
8. THIS SUBDIVISION PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



VICINITY MAP
1"=1500'

MAYOR'S CERTIFICATE:

THE FOREGOING PLAT IS APPROVED FOR FILING AND ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK,

COLORADO, THIS _____ DAY OF, _____ A.D., 2023

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

SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS SURVEY OF GREGORY HILL SUBDIVISION, WAS PREPARED FROM AN ACTUAL SURVEY UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, THAT THE MONUMENTATION AS INDICATED HEREON WAS FOUND OR SET AS SHOWN, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

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

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THE CITY OF BLACK HAWK IS THE OWNER OF THAT REAL PROPERTY SITUATED IN THE CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

A REPLAT OF TRACT A, LOTS 2 AND 3, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4, RECORDED AT RECEPTION NO. 147815 AND THE PARCEL OF LAND RECORDED AT RECEPTION NUMBERS 166800 AND 166682, LOCATED WITHIN THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

THAT HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS GREGORY HILL SUBDIVISION, AND DOES HEREBY DEDICATE AND SET APART ALL THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THE ACCOMPANYING PLAT FOR THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY GRANT TO THE CITY OF BLACK HAWK USE OF THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS PERMANENT PUBLIC EASEMENTS.

OWNER/SUBDIVIDER:

IN WITNESS WHEREOF, DAVID D. SPELLMAN, AS MAYOR AND MELISSA A. GREINER, CMC, CITY CLERK HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 2023.

CITY OF BLACK HAWK:

BY: _____ ATTEST: _____
DAVID D. SPELLMAN, MAYOR MELISSA A. GREINER, CMC, CITY CLERK

NOTARY PUBLIC:

STATE OF COLORADO }
COUNTY OF GILPIN } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023 BY _____ AS MAYOR OF THE CITY OF BLACK HAWK AND BY _____ AS CITY CLERK OF THE CITY OF BLACK HAWK.

WITNESS MY HAND AND SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CLERK AND RECORDER'S CERTIFICATE:

ACCEPTING FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF GILPIN COUNTY AT CENTRAL CITY, COLORADO,

THIS _____ DAY OF _____, 2023.

_____ _____
COUNTY CLERK AND RECORDER BY: DEPUTY CLERK

CLERK AND RECORDER:

BASELINE
Engineering · Planning · Surveying
4007 S. LINCOLN AVENUE, SUITE 405 · LOVELAND, COLORADO 80537
P: 970.353.7620 · F: 866.678.4864 · www.baselinecorp.com

DESIGNED BY	DRAWN BY	CHECKED BY
	DKL	AAD

REVISION	DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK
COUNTY OF GILPIN
GREGORY HILL SUBDIVISION

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	07/07/2022
DRAWING SIZE	24" X 36"
SURVEY FIRM BASELINE CORP.	SURVEY DATE 04/26/2022
JOB NO.	S-22-08
DRAWING NAME S-22-08 SUBDIVISION PLAT	
SHEET 1 OF 3	

M:\co-BLACK HAWK ON CALL PROJECTS\co-S-22-08 Gregory Hill Subdivision Plat\Drawings\S-22-08 SUBDIVISION PLAT.dwg, 4/10/2023 9:47:25 AM, Doug Lancaster

GREGORY HILL SUBDIVISION

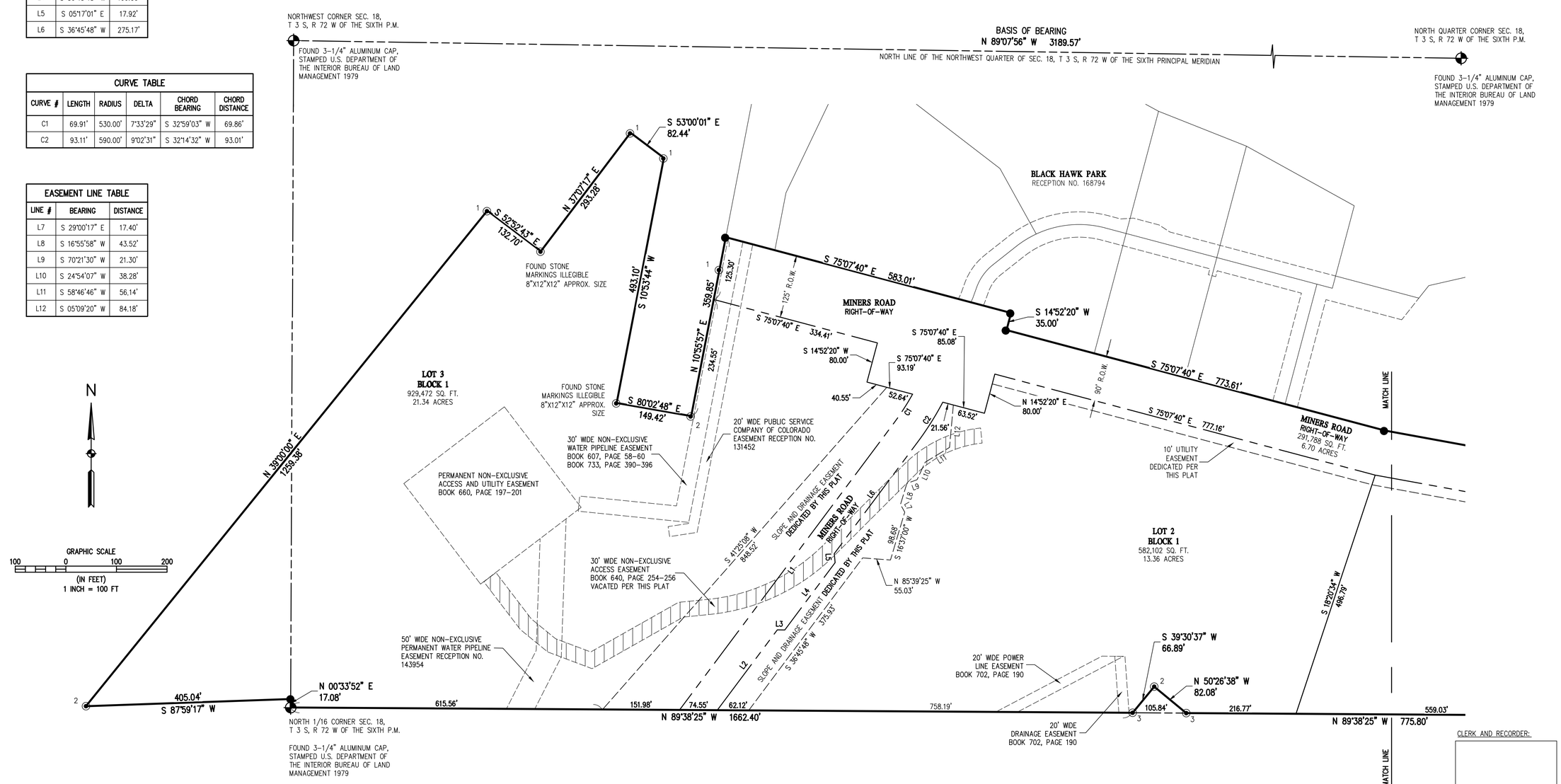
FINAL PLAT

A REPLAT OF TRACT A, LOTS 2 AND 3, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4
AND THE PARCEL OF LAND RECORDED AT RECEPTION NUMBERS 166800 AND 166682
LOCATED WITHIN THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND THE NORTHEAST
QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 36°45'48" W	705.44'
L2	S 36°45'48" W	198.03'
L3	S 89°09'42" E	14.82'
L4	S 36°45'48" W	166.00'
L5	S 05°17'01" E	17.92'
L6	S 36°45'48" W	275.17'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	69.91'	530.00'	7°33'29"	S 32°59'03" W	69.86'
C2	93.11'	590.00'	9°02'31"	S 32°14'32" W	93.01'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L7	S 29°00'17" E	17.40'
L8	S 16°55'58" W	43.52'
L9	S 70°21'30" W	21.30'
L10	S 24°54'07" W	38.28'
L11	S 58°46'46" W	56.14'
L12	S 05°09'20" W	84.18'



LINETYPE LEGEND

- SUBJECT BOUNDARY
- PROPERTY LINE
- DEDICATED EASEMENT
- EXISTING EASEMENT
- RIGHT-OF-WAY

SYMBOL LEGEND

1. FOUND NO. 4 REBAR AND CAP "PLS 26296"
2. FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP "PLS 10945"
3. FOUND 3-1/4" ALUMINUM CAP, "BLM" OTHER MARKINGS ILLEGIBLE
- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP MARKED "BASELINE CORP. PLS 38285"
- FOUND ALIQUOT CORNER AS NOTED

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

CLERK AND RECORDER:

BASELINE
Engineering · Planning · Surveying
4007 S. LINCOLN AVENUE, SUITE 405 · LOVELAND, COLORADO 80537
P: 970.353.7600 · F: 866.678.4864 · www.baselinecorp.com

REVISION DESCRIPTION	PREPARED BY	DATE

DESIGNED BY
DRAWN BY DKL
CHECKED BY AAD

CITY OF BLACK HAWK
CITY OF BLACK HAWK
COUNTY OF GILPIN
GREGORY HILL SUBDIVISION

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	07/07/2022
DRAWING SIZE	24" X 36"
SURVEY FIRM BASELINE CORP.	SURVEY DATE 04/26/2022
JOB NO.	S-22-08
DRAWING NAME S-22-08 SUBDIVISION PLAT	
SHEET 2 OF 3	

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GREGORY HILL SUBDIVISION

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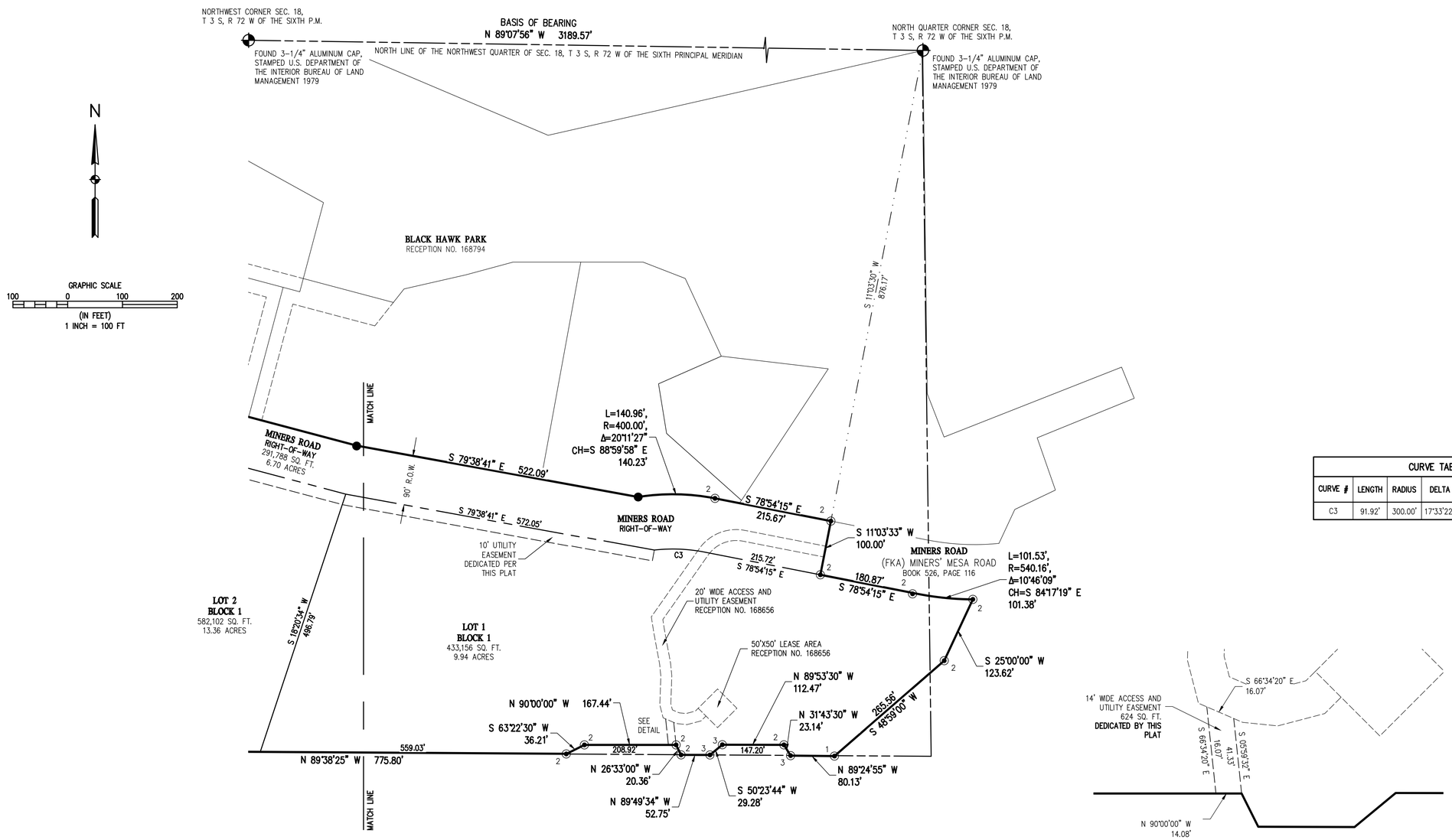
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C3	91.92'	300.00'	17°33'22"	S 87°40'56" E	91.56'

DETAIL
SCALE: 1"=30'

LINETYPE LEGEND

- SUBJECT BOUNDARY
- PROPERTY LINE
- DEDICATED EASEMENT
- EXISTING EASEMENT
- RIGHT-OF-WAY

SYMBOL LEGEND

1. FOUND NO. 4 REBAR AND CAP "PLS 26296"
2. FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP "PLS 10945"
3. FOUND 3-1/4" ALUMINUM CAP, "BLM" OTHER MARKINGS ILLEGIBLE

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP MARKED "BASELINE CORP. PLS 38285"
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DESIGNED BY	DRAWN BY	CHECKED BY
	DKL	AAD

REVISION DESCRIPTION	PREPARED BY	DATE

CITY OF BLACK HAWK
CITY OF BLACK HAWK
COUNTY OF GILPIN
GREGORY HILL SUBDIVISION

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	07/07/2022
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SURVEY FIRM: BASELINE CORP.	SURVEY DATE: 04/26/2022
JOB NO.	S-22-08
DRAWING NAME	S-22-08 SUBDIVISION PLAT
SHEET 3 OF 3	

M:\co-BLACK HAWK ON CALL PROJECTS\co-S-22-08 Gregory Hill Subdivision Plat\Drawings\S-22-08 SUBDIVISION PLAT.dwg, 4/10/2023 9:48:23 AM, Doug Lancaster

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 Subdivision Plat for the proposed subdivision of City of Black Hawk owned land along Miners Road on Gregory Hill, located on property described in Exhibit A and generally located at 987 Miners Road, pursuant to the City of Black Hawk subdivision ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, May 24, 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

TRACT A, LOTS 2 AND 3, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4 AND THE PARCEL OF LAND RECORDED AT RECEPTION NUMBERS 166800 AND 166682 LOCATED WITHIN THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Consider a motion to approve a Minor Subdivision for Gregory Hill Subdivision.

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

MOTION TO APPROVE: Resolution No., 44-2023 – A resolution approving the Gregory Hill Subdivision for property located at 987 Miners Road in order to reconfigure lot, tract, parcel, and right-of-way lines on Gregory Hill.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City of Black Hawk is requesting a Minor Subdivision to reconfigure a lot, tract, parcel, and right of way lines at 987 Miners Road. The Final Plat submitted with the application dedicates and sets apart all streets and other public ways for the use of the public. Additionally, the plat grants and memorializes use of the public easements to the City.

AGENDA DATE:	May 24, 2023
WORKSHOP DATE:	N/A
FUNDING SOURCE:	N/A
DEPARTMENT DIRECTOR APPROVAL:	[X]Yes [ ]No
STAFF PERSON RESPONSIBLE:	Cynthia L. Linker CP&D Director
DOCUMENTS ATTACHED:	Resolution 44-2023 Gregory Hill Subdivision Final Plat
RECORD:	[ ]Yes [X]No
CoBH CERTIFICATE OF INSURANCE REQUIRED	[ ]Yes [X]No
CITY ATTORNEY REVIEW:	[ ]Yes [X]N/A

SUBMITTED BY:

Cynthia L. Linker, CP&D Director

Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:

Stephen N. Cole, City Manager

Staff Report

CITY OF BLACK HAWK
PLANNING / LAND USE

Date prepared: May 9, 2023
Meeting Date: May 24, 2023

STAFF REPORT:	**Minor Subdivision: Gregory Hill**
For:	City Council
Project Number:	P-21-27b
Property Address:	987 Miners Road, Black Hawk, CO 80422
Applicant:	Cynthia Linker, City of Black Hawk
Zoning:	Public Facilities (PF)
Prepared by:	Alyssa Rivas - Baseline Corporation
Approved by:	Vincent Harris, AICP - Baseline Corporation
Reviewed by:	Cynthia Linker, CP&D Director

BACKGROUND:
On April 25, 2023, Cynthia Linker, on behalf of the City of Black Hawk submitted an application request for a Minor Subdivision for property located at 987 Miners Road. The purpose of the Minor Subdivision application is for a Final Plat to reconfigure lot, tract, parcel, and right of way lines on Gregory Hill.

Figure 1: Location Map

ZONING:
The property is zoned Public Facilities (PF) and Commercial Business Services (CBS) and is the location of the City's Public Works Department. The PF District allows and accommodates "*areas owned by, dedicated to, purchased, or acquired by public or quasi-public entities such as the City or any special district or governmental authority which are not compatible with the purpose and objectives of the History Appreciation Recreation Destination (HARD) or Historic Appreciation and Preservation (HAP) districts*." The Public Works Department use is consistent with the PF District purpose.

Setbacks in the PF Zone District are as follows: Front – 0 feet, Side – 10 feet, Rear – 20 feet. The minor subdivision will not cause any buildings on the lot to become non-conforming as to setbacks.

Figure 2: Zoning Map

REQUEST:
The City of Black Hawk is requesting a Minor Subdivision to reconfigure lot, tract, parcel, and right of way lines on the 51.34 acre property. The Final Plat submitted with this application dedicates and sets apart all streets, and other public ways for the use of the public. Additionally, the plat grants use of the public easements to the City.

Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 17 – Subdivisions

Sec. 17-42. Specific Definitions.
Subdivision, minor *means any subdivision containing not more than four (4) lots or dwelling units having access on an existing public street, not involving any new street or road or the extension of municipal facilities and not adversely affecting the development of the remainder of the parcel or adjoining property and not in conflict with any provision or portion of the Comprehensive Plan, official map or Chapter 16 of this Code, if such exists, or these regulations. Minor subdivisions, as defined herein, shall be exempt from the requirements relating to the submission of a preliminary plat. The subdivider shall submit to the Board of Aldermen, at any regular meeting, fifteen (15) copies of the minor subdivision plat. The plat shall contain any one (1) or all of the items of information required for a plat under Section 17-65, in accordance with requirements to be determined by the Planning Director in individual cases.*

Sec. 17-65. Minor Subdivision Plat.
(a) A minor subdivision plat allows for the subdivider an opportunity to shorten the time required for platting procedures described in this Chapter. The minor subdivision plat procedure is not intended to circumvent the other requirements found elsewhere in this Chapter. The provisions within this Section may only be applied when the following criteria are met:

(1) The division of land involves the creation of no more than four (4) lots.

(2) Each of the proposed lots created by this procedure has direct access to a public right-of-way. Access shall be a minimum driveway width of ten (10) feet except as required by other ordinances or design standards within the City.

(3) The subdivision of land does not involve the creation of a new right-of-way or an extension of an existing right-of-way intended for access to the proposed lots.

(b) The minor subdivision plat shall be processed in a manner similarly described by the final plat procedure contained within Subsection 17-64(b). There is no requirement for a sketch plan or preliminary plat procedure. The Planning Director may refer the minor subdivision plat to outside agencies for their review and comment. Agencies selected by the Planning Director for this review will have two (2) weeks to respond.
(c) The minor subdivision plat shall be prepared in a similar manner as the final plat described in Subsections 17-64(c) and (d). In addition to the submittal information required in this Section, the following shall also be provided by the applicant: [maps, etc.].

Staff Comment: The proposed minor subdivision meets the criteria outlined for a Minor Subdivision Plat. It does not create more than four lots, does not impact direct access to the public right-of-way; and with the proposed easement dedications, does not create a new right-of-way for access to the existing Lots.

Sec. 17-64. Final Plat.
(b) The final plat shall be processed as follows:

(2) At a regular meeting, the Board of Aldermen shall review the final plat for conformity with the approved preliminary plat, the statement of requirements and other requirements of these regulations. The Board of Aldermen may refer the final plat to its staff for further review and verification. The Planning Director shall send final plats to public and private utility agencies for them to review utility easement locations. The Board of Aldermen shall endeavor to conclude its review prior to the expiration of thirty (30) days from submission of the final plat to itself as above provided.
(3) The Board of Aldermen shall check the final plat, especially with regard to required improvements and the acceptance of areas dedicated for public use and shall approve or disapprove the final plat. At such meeting the subdivision agreement and all required financial guarantees for completion of the roads and other public improvements shall be provided by the subdivider.

Staff Comment: Since this property was already part of a previously platted subdivision, a preliminary plat was and is hereby waived, as there was no need to create such a plan. The proposed minor subdivision was processed in the same manner as a final plat. The application was sent to standard internal and external referral agencies for review and comment, including local utility providers.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the proposed minor subdivision plat. The City of Black Hawk Municipal Code specifies that minor subdivision plats shall be processed similarly to final plats, but with no need for a sketch plan and preliminary plat.

The proposed subdivision was processed in the same manner as a final plat, and meets the intent of the minor subdivision definitions and process. No more than four lots are created and the lots are accessed from existing public rights-of-way (Miners Road). The minor subdivision plat is able to be approved, finalized, and recorded.

In summary, Staff recommends that the Minor Subdivision titled Gregory Hill Subdivision be approved as submitted.

FINDINGS:
City Council may *approve, conditionally approve, or deny* a Minor Subdivision of land in the City of Black Hawk. To support this proposal, the following findings can be used:

1. Application has been made by property owner, which is the City of Black Hawk, for a minor subdivision for the purpose of reconfiguring lot, tract, parcel, and right of way lines on Gregory Hill.
2. 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.
3. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.
4. The application meets the provisions of Chapter 17 of the Municipal Code (Subdivisions).

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

MOTION TO APPROVE Resolution No. 44-2023, a resolution approving the Minor Subdivision titled Gregory Hill Subdivision, with no conditions.

Attachments:

- Land Development Application Form
- Minor Subdivision Plat (attached to Resolution 44-2023)

Applicant’s Submittal

	Black Hawk PO Box 68, Black Hawk, CO 80422	Subdivision Plat 23BH-PL00023

Application Details

Application Date:	04/25/2023	Property Owner:	City of Black Hawk
Acceptance Date:	04/25/2023	Mailing Address:	201 Selak Street
Job Site Address:	987 Miners Rd, Black Hawk, CO 80422		
Category:	Planning		Black Hawk, CO 80422
Permit Type:	Subdivision Plat	Phone:	
		Email:	

Description of Work:

P-21-27b Proposed subdivision of City of Black Hawk owned land along Miners Road on Gregory Hill.

Contractors:	Applicant:		
	Name: Cynthia Linker	Phone: (303) 582-0615	Email: CLinker@cityofblackhawk.org
	Occupant:		
	Name:	Phone:	Email:

Permit Fields

# Parking Spaces:	Estimated Valuation:	$0.00	
Lot Size:	Required Setback Back:		
Required Setback East:	Required Setback Left:		
Required Setback North:	Required Setback Right:		
Required Setback South:	Required Setback West:		
Total Square Footage:			

Application Terms

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner has been obtained. I also commit to pay all fees based on the City of Black Hawk's adopted fee schedule.

Submitted by: Julie.esterl@baselinecorp.com

This document is NOT a permit and does not constitute approval or authorize any construction or changes to the above location.

LOCAL LIQUOR LICENSING AUTHORITY CONSIDERATION OF A SPECIAL EVENT LIQUOR PERMIT FOR GILPIN COUNTY HISTORICAL SOCIETY - TENTATIVE

RECEIVED
MAR 13 2023
CITY OF BLACK HAWK
CLERK'S OFFICE

BLACK HAWK ®

SPECIAL EVENT BICYCLE APPLICATION

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
303-582-2221
cityclerk@cityofblackhawk.org

MUST BE RECEIVED AT LEAST 60 DAYS PRIOR TO THE EVENT. Please refer to Black Hawk Municipal Code, Chapter 6, Sec. 6-331 for Special Event Permit information. The City of Black Hawk Municipal Code is available at www.cityofblackhawk.org.

DATE: 3/8/23

APPLICANT: Team Evergreen Cycling

ADDRESS: PO Box 3804

CITY: Evergreen STATE: CO ZIP CODE: 80437

DAYTIME PHONE: 303.408.0747 CELL PHONE:

EMAIL: Josh@adventurefit.com

TITLE OF THE EVENT: Session Series at Maryland Mountain

TYPE OF EVENT: Enduro Mountain Bike

NUMBER OF PARTICIPANTS (including support personnel): 200 partcipants, 20 staff

HOURS OF EVENT: 4pm to 8pm

EVENT DATE(S): 6/30/23

EVENT LOCATION Hidden Treasure Trailhead parking lot

SET-UP DATE(S) & TIME(S) 12pm - 3:30pm, 6/30/23

TEAR DOWN DATE(S) & TIME(S) 7pm - 8:30 pm 6/30/23

EVENT CONTACT PERSON: Josh Kravetz

DAYTIME PHONE: 303.408.0747 CELL PHONE:

EMAIL: josh@adventurefit.com

ADDITIONAL INFORMATION REQUIRED FOR THIS REQUEST:

1. A site plan drawn to scale showing the location of the Special Event. The plan must clearly show the impact the special event will have on public or private activities to include proposed event routes, medical staging, sanitation services, tents, trash, parking, signage, requested road closures, requested lane closures, emergency routes and traffic control.
2. A general description of the event and the methods being proposed to maintain public safety during the event.
3. A description of the proposed traffic control plan for any activity occurring on any roadway or property adjacent to City right-of-way.
4. Completion of the attached questionnaire for the event to be completed before the event.
5. Attach proof of liability insurance depicting limits of coverage. Liability insurance must meet minimum requirements as outlined in the Colorado Governmental Immunity Act, CRS 24-10-1011.
6. Attach proof of medical support from Gilpin Ambulance.

REVIEW AND APPROVAL

Police Chief	Date	CP&D Director	Date
Fire Chief	Date	Ambulance Director	Date
Sanitation District	Date	Public Works Director	Date
Gilpin County Health	Date		

APPLICATION: ☐ Approved ☐ Denied – if denied, state reason why:

CONDITIONS OF APPROVAL/DENIAL:

Police Services:

Public Works:

Fire Department:

Community Planning & Development:

Ambulance:

Sanitation District:

Other:

City Clerk's or Designee Signature_____ **Date** _____

TOTAL COST OF PERMIT TO INCLUDE CITY OF BLACK HAWK PROVIDED SERVICES:

$_____permit

$_____City Services: _____

Billing Information (Payment, if required, must be submitted 7 days before the event)

NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PAYMENT METHOD: _____

BIKE SPECIAL EVENT - PUBLIC SAFETY QUESTIONAIRE

Event begins at 4pm, 6/30/23 (time & date) at Hidden Treasure trailhead parking(location).

Event is scheduled to end by 8pm 6/30/23 (time & date) at Hidden Treasure Parking (location).

Will you be requesting the exclusive use of City-owned property? Yes X No _____
If yes, you will need to enter into a License Agreement with the City of Black Hawk.

Primary Impact on the City of Black Hawk will occur between 4pm and 8pm (time).

Approximate time bike riders will enter the City limits of Black Hawk? only for parking, 3:30

Approximate time bike riders will leave the City Limits of Black Hawk? 8:30

Total number of riders participating in the event? 200

Number of riders physically riding bicycles in Black Hawk at any given time during the event? 20

Requested route for the event to include each street being utilized and impact on traffic at those locations.
No streets would be used for the event. The event would take place on the Maryland Mountain Trail system. Parking for riders would take place in public parking in Black Hawk

Number of support vehicles associated with the event? 1

Type of support vehicles? Truck to pull trailer into parking

Will vehicles associated with the event be properly marked with event identification information?
Yes _____ No X. Explain: vehicle will be parked during event

Will the organizer have representatives at intersections or locations within the City of Black Hawk during the event? Yes X No_____. Please list the locations where representatives will be located: We can have parking marshals available if necessary

Will all event personnel wear appropriate safety apparel i.e. reflective vests at event sites and intersections? Yes__X___ No_____

Will signage be provided by the organizer at locations where riders are turning from one roadway to another? Yes _____ No___X___. Where will signage be placed? Include a photograph of the signage if applicable:
not applicable. However, we could bring A-frame signs to help direct attendees to the parking lot

Are electronic message boards being used during the event in Black Hawk? Yes ____No__X_ If yes, where will they be placed? _____

Will barricades be needed at intersections? Yes_____ No__X___ If yes, will the organizer provide barricades for traffic control and safety? Yes _____No _____ List Locations where barricades will be needed? _____

Is the organizer requesting the complete closure of any road within the city limits of Black Hawk during the event? If so, where and how long do you anticipate it will be closed?
No

Will the event cause a potential impact on any roadway within Black Hawk to include delays or potential changes in traffic patterns? Yes _____No __X___ If yes, explain: _____
Riders will follow rules of the road to and from the Hidden Treasure parking area

Will First Aid stations will be established in Black Hawk during the event? Yes _____No __X___ How will the first aid stations be identified and staffed? _____Where will the proposed First Aid station be located?
Our medical team will be based at the Hidden Treasure parking area

Will there be water stations available for participants? Yes __X___ No _____ If yes, where are the proposed location(s)?
Hidden Treasure parking area

Does the organizer have medical support to include available ambulances for transportation and treatment of participants or bystanders during the event? Yes __X___No _____ Please provide information on the medical provider being used and the capability of the provider to provide emergency medical services. Include the potential impact on local emergency medical responders located in Gilpin County.
Event Medical Specialists will be hired to provide a team of EMTs. They will be stationed on course and at the parking area

Does the organizer have law enforcement support from another agency, other than the Black Hawk Police Department? Yes _____No __X___ List the agencies, contacts and their role?
Agency: _____Contact: _____ Phone: _____
Role: _____
Agency: _____Contact: _____ Phone: _____
Role: _____
Is the organizer requesting support from the Black Hawk Police Department, Public Works Department, Fire Department, or any other City Department during the event? Yes _____ No ___X___. If yes, what resources do you anticipate will be needed, from who, and what time periods?
Department: _____Service: _____
Department: _____Service: _____

Department: _____ Service: _____

Does the organizer have arrangements with any business in Black Hawk for parking, staging etc.?
Yes _____ No __X__ If yes, list the business and location:

_____

Does the organizer have contingency plans for sheltering participants during adverse weather and event delays? Yes __X__ No _____ If yes, explain:
Participants will be instructed to return to their vehicles or shelter under the events tents

Will the organizer provide trash containers at proposed medical or watering stations within the City of Black Hawk? Yes __X__ No_____.

Will the organizer provide trash containers and/or ensure site cleanup of all event locations and ensure all routes are free of debris and trash at the conclusion of the event? Yes __X__ No _____

Will the organizer provide temporary sanitary toilet and hand washing facilities during the event?
Yes __X__ No _____ If yes, where will they be located? 1 portopotty will be brought in to supplement the bathrooms
How many will be available? __1__ When will they be placed on site? __6/30/23__ When will they be removed? __7/1/23__.

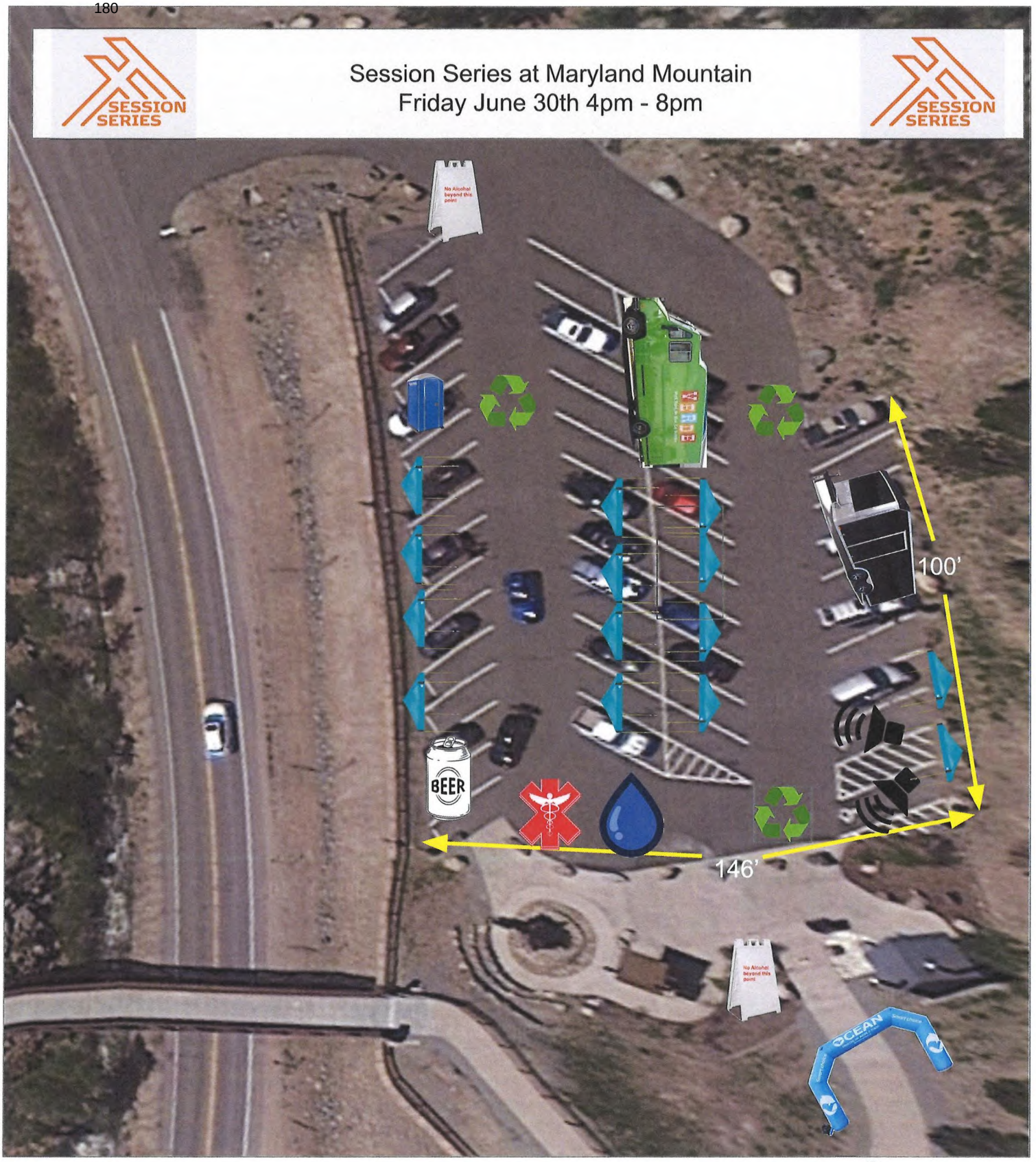
Will you have vendors selling at your event? Yes __X__ No _____ One food truck will sell food to participants
If food and/or beverages you must have Gilpin County approval.
Any other sales will require a Colorado State Sales Tax License and the event organizer is responsible for reporting sales tax revenues from the event to the City of Black Hawk.

Do you want to sell or provide alcoholic beverages at the event? Yes __X__ No _____
No alcohol shall be allowed without proper licensing from the City of Black Hawk.

I hereby certify that the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the requirements of this application.

_____ 3/8/23
Applicant Signature Date

Session Series at Maryland Mountain
Friday June 30th 4pm - 8pm



Inflatable arch

Medical staff

Porto potty

Drinking water

10' x 10' tent

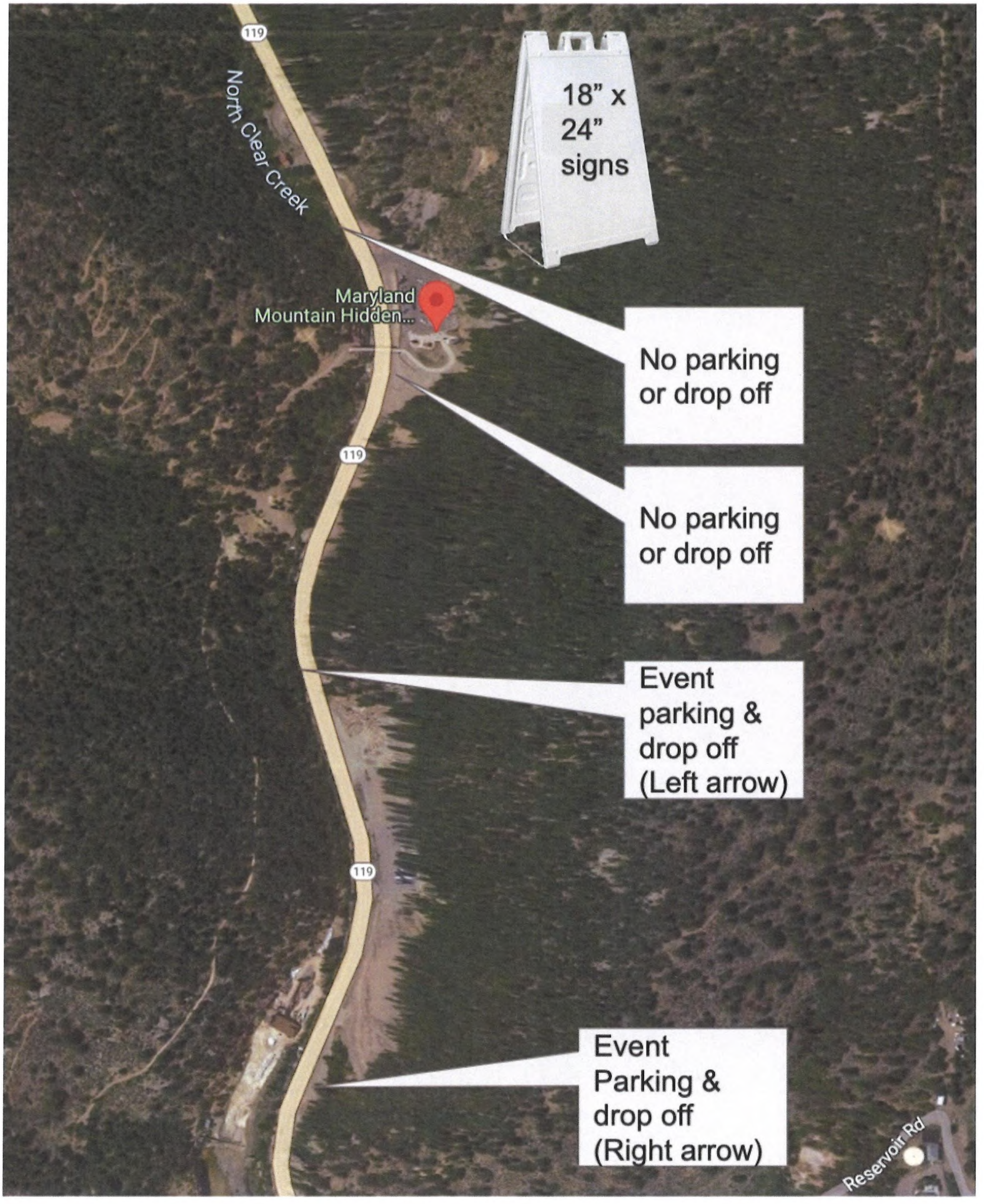
No alcohol beyond sign

Food truck

Event trailer

Speaker & direction

Beer tent


119
North Clear Creek
18" x 24" signs
Maryland Mountain Hidden...
No parking or drop off
119
No parking or drop off
Event parking & drop off (Left arrow)
119
Event Parking & drop off (Right arrow)
Reservoir Rd

NO
PARKING
North Clear Creek
119
119
Maryland
Mountain Hidden...

EVENT NOTICE
June 30, 3pm - 8pm
Cyclists on road
USE CAUTION
Maryland
Mountain Hidden...
119
Richman St
EVENT NOTICE
June 30, 3pm - 8pm
Cyclists on road
USE CAUTION
City of Blackhawk
Water Department
Richman St
119
119
Black Hawk Bean and
Cream (The B&C)
Du Bois St

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

TEAM EVERGREEN CYCLING

is a

Nonprofit Corporation

formed or registered on 04/22/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201350037 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/16/2023 that have been posted, and by documents delivered to this office electronically through 02/21/2023 @ 10:43:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/21/2023 @ 10:43:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14714801 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

Michele G. Martin

From:	paymentconfirmation@allpaid.com
Sent:	Wednesday, March 29, 2023 8:54 AM
To:	City Clerk; Leslie Parsons
Subject:	CITY CLERK Payment Notification
Categories:	Michele

*****PLEASE NOTE: This E-Mail originated from OUTSIDE the organization (City of Black Hawk), use caution when replying to this message, clicking links, or opening any attachments.*****

allpaid
an aventiv company

24 Hour Customer Service #: 800-989-7780

CITY CLERK CONFIRMATION EMAIL

PLC: 8700

CITY OF BLACK HAWK
201 SELAK STREET P. O. BOX 68
BLACK HAWK, CO 80422
FOR: CITY CLERK

DATE: 03/29/23

TRANSACTION INFORMATION

Name:	JENNIFER BARBOUR
Business Name (if Applicable) :	TEAM EVERGREEN CYCLING
Phone #:	303-503-4616
Date:	3/29/2023
Account # (if applicable):	
Payment Type:	LIQUOR LICENSE
Payment Description:	PERMIT SESSION SERIES 6/30

TRANSACTION REFERENCE #:	38118984
TRANSACTION DATE/TIME:	03/29/2023 10:53:30 EDT

BILLING INFORMATION

NAME:	JENNIFER BARBOUR
ADDRESS:	PO BOX 3804
CITY, STATE ZIP:	EVERGREEN, CO 80437
PHONE #:	303-503-4616
CARD #:	**xxxx-xxxx-xxxx-**[redacted]

PAYMENT INFORMATION

APPROVAL #:	006330
PAYMENT AMOUNT:	$100.00
SERVICE FEE:	$3.75
TOTAL AMOUNT:	$103.75

The service fee is not refundable.

ATTENTION CITY OF BLACK HAWK:

To make corrections, call AllPaid at 800-989-7780, or login to ProviewExp at www.ProViewEXP.com.

Thank you for using AllPaid

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Form #: OTX

Michele G. Martin

From:	paymentconfirmation@allpaid.com
Sent:	Wednesday, March 29, 2023 8:55 AM
To:	City Clerk; Leslie Parsons
Subject:	CITY CLERK Payment Notification
Categories:	Michele

*****PLEASE NOTE: This E-Mail originated from OUTSIDE the organization (City of Black Hawk), use caution when replying to this message, clicking links, or opening any attachments.*****

allpaid
an aventiv company

24 Hour Customer Service #: 800-989-7780

CITY CLERK CONFIRMATION EMAIL

PLC:	**CITY OF BLACK HAWK**	**DATE:**	03/29/23
8700	**201 SELAK STREET P. O. BOX 68**		
	BLACK HAWK, CO 80422		
	FOR: CITY CLERK		

TRANSACTION INFORMATION

Name:	JENNIFER BARBOUR		
Business Name (if Applicable) :	TEAM EVERGREEN CYCLING		
Phone #:	303-503-4616		
Date:	3/29/2023	**TRANSACTION REFERENCE #:**	38119005
Account # (if applicable):		**TRANSACTION DATE/TIME:**	03/29/2023 10:54:46 EDT
Payment Type:	SPECIAL EVENTS PERMITS		
Payment Description:	PERMIT SESSION SERIES 6/30		

BILLING INFORMATION

		PAYMENT INFORMATION	
NAME:	JENNIFER BARBOUR	**APPROVAL #:**	006759
ADDRESS:	PO BOX 3804	**PAYMENT AMOUNT:**	$100.00
CITY, STATE ZIP:	EVERGREEN, CO 80437	**SERVICE FEE:**	$3.75
PHONE #:	303-503-4616	**TOTAL AMOUNT:**	$103.75
CARD #:	**xxxx-xxxx-xxxx-**[redacted]		

The service fee is not refundable.

ATTENTION CITY OF BLACK HAWK:

To make corrections, call AllPaid at 800-989-7780, or login to ProviewExp at www.ProViewEXP.com.

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Form #: OTX

Session Series at Maryland Mountain
Friday June 30th 4pm - 8pm

Overview: The Session Series has been produced in Clear Creek County at Floyd Hill trails since 2021. The event includes a timed downhill mountain bike run. The events take place on weekdays and is limited in capacity to 200 participants. Following the participant's ride down the hill, there is a small expo with beer for participants, sponsors, and prizes. The event is owned by Team Evergreen, Colorado's largest non-profit cycling club. Funds raised from the Session Series events will go to COMBA to help maintain and develop local trails.

Venue: The Hidden Treasure trailhead parking lot will serve as the start/finish venue. It will be closed to the public and used to host the event. We will bring in all services including: water, trash, recycling, medical,and porta potty. There is a small audio system playing music and used for announcements.

Parking: Participants will be instructed to park in the Black Hawk Parking Garage (270 Gregory St, Black Hawk, CO 80422) where there is free 5 hour parking. There will be the option to pull into the parking lot at Hidden Treasure to drop off participants before parking. Once parked, participants will ride on 119 to the trail.

Course: The only competitive (timed) portion of the event will take on the "Hard Money" trail. Riders can take any trail they like to the top of Hard Money. Once completed, riders will return to the trailhead parking lot. We will have multiple course marshals on the course with radios to be able to communicate any accidents or course issues.

Medical: We work with Event Medical Specialists (contact: Chris Wentz
Director, Event Medical Specialists. 720-244-8364 Answers@EventMedicalSpecialists.com). They will provide multiple EMTs on course with the ability to transport injured riders. In case of emergency, 911 will be called for an ambulance. Event Medical Specialists will be in radio contact with our team using repeaters placed on the mountain to ensure clear communication.

Trash and Portos: A porto potty would be brought into supplement the permanent bathrooms. It would be delivered earlier in the day on Friday 6/30 and removed Monday 7/3. We will have trash and recycling available and will haul out all waste following the event the same day.

Insurance: Team Evergreen carries a $2MM general liability and alcohol insurance policy. Black Hawk and other associated entities will be listed as additional insured.

Impact to Black Hawk: We do not anticipate that this event will cause any significant disruptions in Black Hawk. No roads are closed or will right of way be modified. Riders will ride to and from the trailhead on HWY 119, so we will place 'Slow down for cyclists' signs leaving Black Hawk and when approaching the Hidden Treasure Trail head.

DR 8439 (07/07/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** **(See back for details.)**

☐ Social ☒ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution

LIAB	Type of Special Event Applicant is Applying for:	
2110	☐ Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	☒ Fermented Malt Beverage	$10.00 Per Day

DO NOT WRITE IN THIS SPACE
Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: Team Evergreen (501C3 NPO)
State Sales Tax Number (Required): Tax ID 85-0930923

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP):
PO Box 3804
Evergreen CO 38004

3. Address of Place to Have Special Event (include street, city/town and ZIP):
8060 Black Hawk Blvd, CO-119, Black Hawk, CO 80422

4. Authorized Representative of Qualifying Organization or Political Candidate: Josh Kravetz
Date of Birth: 01/03/76
Phone Number: 303.408.0747

Authorized Representative's Mailing Address (if different than address provided in Question 2.): 1891 Oak Ave Boulder CO 80304

5. Event Manager: Josh Kravetz
Date of Birth: 01/03/76
Phone Number: 303.408.0747

Event Manager Home Address (Street, City, State, ZIP): 1891 Oak Ave
Email Address of Event Manager: josh@adventurefit.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
☐ No ☒ Yes How many days? 4

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
06/30/23	3pm.m.	8pm.m.		.m.	.m.		.m.	.m.		.m.	.m.		.m.	.m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature: [signature] Title: Event Director Date: 03/24/23

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) ☐ City ☐ County
Telephone Number of City/County Clerk

Signature | Title | Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	$

(Instructions on Reverse Side)

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

LICENSE

THIS LICENSE, is made and entered into this 14 day of May, 2023, by and between the CITY OF BLACK HAWK, Colorado whose address is 201 Selak Street, Black Hawk, CO 80422 (the "City") and Team Evergreen Cycling whose address is PO Box 3804, Evergreen, CO 80437 ("Licensee").

1. PROPERTY LICENSED; TERM. The property that is licensed are the premises located at Hidden Treasure Trailhead and the Maryland Mountain trails, generally known as 8060 Black Hawk Boulevard, Black Hawk, CO 80422 (the "Premises"). This License shall allow use of the Premises on the following dates at the following times:

Friday, June 30, 2023

4:00 pm – 8:00 pm

2. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Premises, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. The Premises shall not be used until Licensee has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

3. RESTORATION. Licensee covenants and agrees to restore the Premises following Licensee's use to the same conditions as the Premises existed prior to Licensee's use.

4. USE. Licensee covenants and agrees that it shall utilize the Premises for Session Series Enduro Mountain Bike Race and for no other purpose and not to use the Premises or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

5. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to inspect the Property Licensed and to do such other acts and things as it deems necessary for the protection of its interests therein.

6. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Premises.

7. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Premises are licensed "as is." The City makes no warranty, written or implied, that the Premises are fit for any particular purpose.

8. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Premises including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's use of the Premises.

9. TERMINATION. This License Agreement may be terminated by the City at any time upon five (5) days written notice to Licensee.

10. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.

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

CITY OF BLACK HAWK, COLORADO

By: _____
Stephen N. Cole, City Manager

ATTEST:
_____
Melissa A. Greiner, CMC, City Clerk

LICENSEE

By: _____
(type name) Jennifer Barbour

Executive Director 5/14/23
Title Date

ATTEST:
_____
Event Director 5/14/23
Title Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2023

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

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

PRODUCER
McKay Insurance Agency, Inc.
106 East Main Street
P O Box 151
Knoxville IA 50138

CONTACT NAME: Megan Stanley
PHONE (A/C, No, Ext): (641) 842-2135 FAX (A/C, No): (641) 828-2013
E-MAIL ADDRESS: meg@mckayinsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines Insurance Company	24319
INSURER B : Vantapro Specialty Insurance Company	44768
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Team Evergreen Cycling, Inc.
PO Box 3804
Evergreen CO 80437-3804

COVERAGES **CERTIFICATE NUMBER:** CL232662792 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	5077-1896-00	01/31/2023	01/31/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	5079-0099-00	01/31/2023	01/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Sexual Abuse Liability	N	N	5077-1896-00	01/31/2023	01/31/2024	Occurrence Limit Aggregate Limit	$25,000 $100,000

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

The Session Series: June 30, 2023. Certificate Holder is an Additional Insured per policy form GL 00012 00 (08/16).

CERTIFICATE HOLDER

City of Black Hawk
8060 Black Hawk Blvd
Black Hawk CO 80422

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER WRITTEN CONTRACT OR WRITTEN AGREEMENT (PRIMARY AND NON-CONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

a. The coverage and/or limits of this policy; or

b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

RESOLUTION 45-2023

A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE INTERIOR RENOVATIONS TO THE CITY OF BLACK HAWK POLICE STATION LOCATED AT 221 CHURCH STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 45-2023

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE INTERIOR RENOVATIONS TO THE CITY OF BLACK HAWK POLICE STATION LOCATED AT 221 CHURCH STREET

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

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for the interior renovations to the City of Black Hawk Police Station, located at 221 Church Street, on the following conditions:

A. The work proposed will match the design plans as submitted, dated June 14, 2022; and

B. The approval of the Certificate of Appropriateness is valid for one hundred eighty (180) days, and if construction is not commenced within one hundred eighty (180) days, such approval shall expire.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:
To consider a resolution approving a Certificate of Appropriateness for interior renovations to the property at 221 Church Street, known as the Black Hawk School and utilized as the City's police station.

RECOMMENDATION:
The Historic Preservation Commission recommends the following motion to the Mayor and Board of Aldermen:
MOTION TO CONDITIONALLY APPROVE RESOLUTION 45-2023, a Resolution conditionally approving a Certificate of Appropriateness for the interior renovations to the City of Black Hawk Police Station located at 221 Church Street:

1. **The work proposed will match the design plans as submitted, dated June 14, 2022; and**
2. **The approval of the Certificate of Appropriateness is valid for one hundred eighty (180) days, such approval shall expire.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The applicant, City of Black Hawk (City), is requesting a Certificate of Appropriateness for interior renovations to the property at 221 Church Street, known as the Black Hawk School and utilized as the City's police station. This property is zoned Historic Appreciation Preservation (HAP). The Black Hawk School was listed as a Black Hawk Local Landmark in 2013.

The City proposes to complete interior renovations to the City Police Station, including the alteration of interior spaces, installation of Americans with Disabilities Act (ADA)-compliant ramps and doorways within the building, and renovations to the breakroom, bathroom, dispatch, and booking areas. All proposed work is on the interior of the building and will not affect the historic exterior of the building.

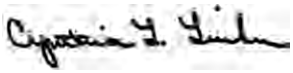
The applicant submitted a plan set dated June 14, 2022, containing proposed alterations to the building's interior. Photographs used to establish changes to the building over time and identify historic or non-historic nature of individual features associated with the building were taken from the City record, namely the 1986 and 2010 historic surveys of the property as well as the 2013 Local Historic Landmark Nomination Form. The work proposed does not remove or alter historic materials on the property. The work proposed is entirely internal and external elements of the building will not be affected. The work is reflective of the criteria for issuing a COA contained in the City of Black Hawk municipal code, Chapter 16, Section 16-429.

Because every building permit application for a locally designated historic landmark must first be submitted to the Historic Preservation Commission, the Commission reviewed the application at their May 16, 2023 meeting and found it complied with the criteria for approval in the Black Hawk Municipal Code, Chapter 16, Section 16-429. The Commission recommends Conditionally Approval of the COA with ratification by the City Council at its May 24, 2023 meeting.

Refer to the Staff Report included with this Request for Council Action.

AGENDA DATE:	5/24/2023
WORKSHOP DATE:	N/A
FUNDING SOURCE:	N/A
DEPARTMENT DIRECTOR APPROVAL:	[X]Yes [ ]No
STAFF PERSON RESPONSIBLE:	Cynthia Linker Planning Director
DOCUMENTS ATTACHED:	Resolution 45-2023 Staff Report
RECORD:	[ ]Yes [X]No
CoBH CERTIFICATE OF INSURANCE REQUIRED	[ ]Yes [X]No
CITY ATTORNEY REVIEW:	[ ]Yes [X]N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:

Stephen N. Cole, City Manager

CITY OF BLACK HAWK	Report Date:	May 10, 2023
	HPC Meeting Date:	May 16, 2023
PLANNING / LAND USE	Council Meeting Date:	May 24, 2023

STAFF REPORT:

For:	Black Hawk City Council
Project:	Certificate of Appropriateness for City of Black Hawk Police Station
Property Address:	221 Church Street, Black Hawk, CO 80422
Property Owner:	City of Black Hawk
Zoning:	Historic Appreciation and Preservation (HAP)
Prepared by:	Daniel W. Gilbert, Pinyon Environmental, Historic Preservation Consultant
Reviewed by:	Cynthia Linker, City of Black Hawk

BACKGROUND:

The applicant, City of Black Hawk (City), is requesting a Certificate of Appropriateness for interior renovations to the property at 221 Church Street, known as the Black Hawk School and utilized as the City's police station. This property is zoned Historic Appreciation Preservation (HAP).

The Black Hawk School was listed as a Black Hawk Local Landmark in 2013. The specific date of construction for the resource is not clear based on the archival record. The property is recorded as a contributing resource in the Central City-Black Hawk National Historic Landmark as Black Hawk School (5GL.7.353). The 2010 site survey indicates the building was constructed in 1870 by Mullen & Joblin of Central City, who were awarded the contract for constructing the schoolhouse containing four school rooms and a recitation room. The survey further notes that the building could accommodate 200-250 students. The building includes a non-historic addition, constructed in 1994, to the northwest of the historic portion of the building.

The Local Landmark nomination describes the building as follows:

> *This two-story, wood frame, rectangular plan building is a vernacular example of the Greek Revival Style. It has a side gable roof with a central projecting cross gable bay. The symmetrical façade features a recessed centered door with a rectangular transom and side lights, pedimented architrave trim, and pilaster cornerboards. Windows are double-hung, and the centered second-story windows are paired with a low-pitched triangular pediment. The building sits on a high stone foundation and is clad in horizontal lap siding. There is a bell tower and three brick chimneys. The site has a massive stone retaining wall; on the southwest is an arched opening, formerly the coal house for the school. While the exterior of the Black Hawk School exhibits elements of the Greek Revival Style, its interior reflects the programmatic needs and conventions of school design in the mid-nineteenth century. Schools required fresh air and light, resulting in large windows typically placed above eye level to avoid distractions. Black Hawk School's high location overlooking the town simplified this problem, as the bustle of activities in the town took place at a considerably lower elevation than the school, resulting in fewer distractions for students. For ventilation, high ceilings were frequently used in school buildings. Simple exterior footprints, either square or rectangular, were less expensive to construct. However, the school's frame construction and clapboard siding may have had more to do with the*

designer of the building than the expense of constructing in masonry. Woodbury & Co. was responsible for running the advertisement and accepting the bids for the contract for building the Black Hawk School. As a firm that specialized in plans and buildings, they also exclusively used "Bear Creek Lumber." Their association with the lumber company may have led them to design a frame building, in contrast with the stone building that was being constructed for the Central City school at the same time.

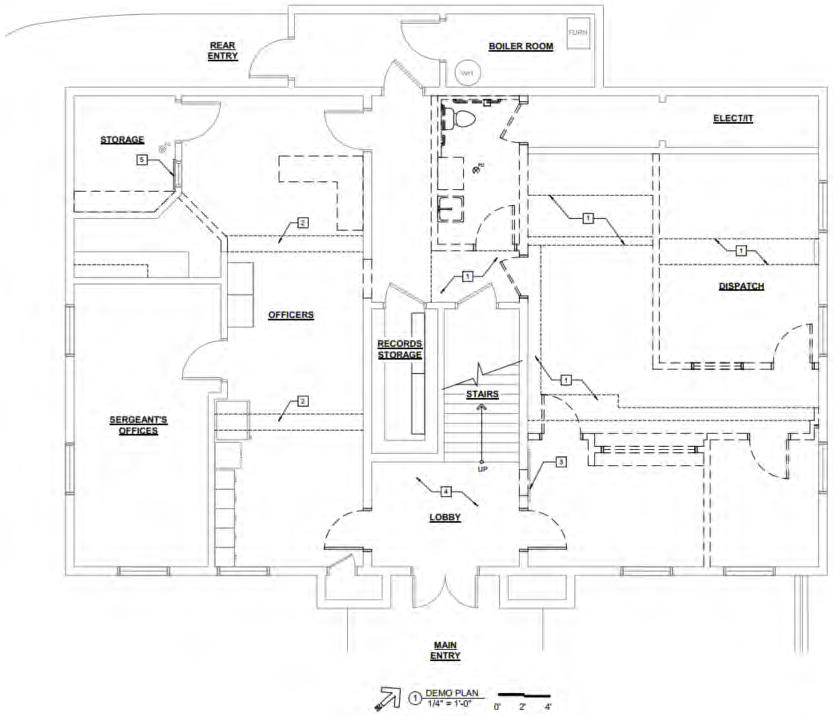
In spite of its frame construction, the building was not without stylistic influences. Character-defining features of this style include the low pitched gable roof, pilastered corner boards, front door surrounded by sidelights and a rectangular line of transom lights above, and the door and lights incorporated into a more elaborate door surround. The six-pane windows sashes were also typical of the Greek Revival Style. The bell tower was a symbol of the school's status.

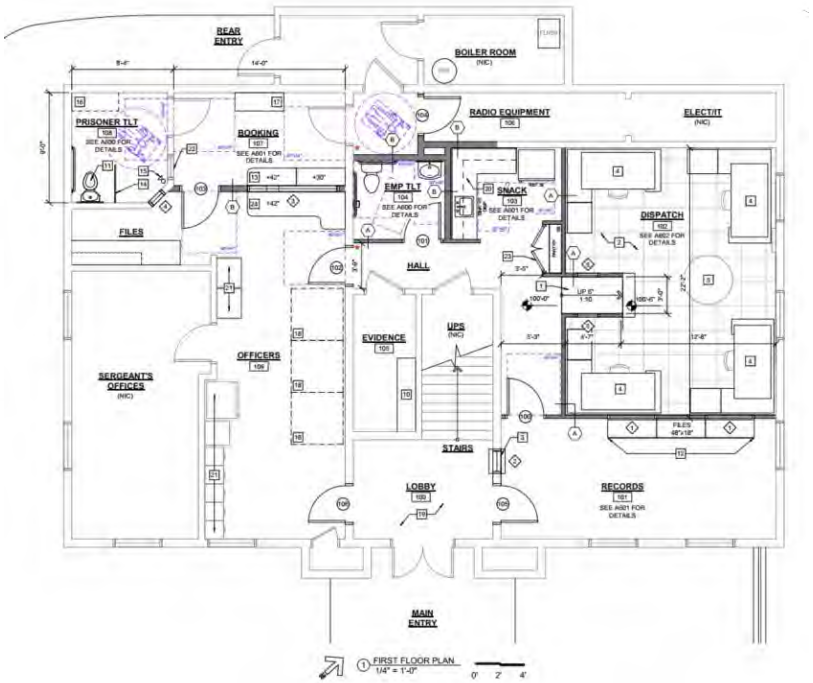
Figure 1: Location Map

REQUEST:

The City proposes to complete interior renovations to the City Police Station, including the alteration of interior spaces, installation of Americans with Disabilities Act (ADA)-compliant ramps and doorways within the building, and renovations to the breakroom, bathroom, dispatch, and booking areas. All proposed work is on the interior of the building and will not affect the historic exterior of the building.

Figure 2: Plan Sheets Showing Existing Conditions and Proposed Alterations





REVIEW:
The City of Black Hawk Zoning Code, Chapter 16 regulates historic preservation within the City. Section 16-429 provides the *Criteria for approval* for issuing a Certificate of Appropriateness (COA) for work proposed on a City of Black Hawk Local Landmark.

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:
Chapter 16
Sec. 16-429, Criteria for approval

(a) In order for the Commission to grant a COA for ratification by City Council for any application for a COA for a building permit for a locally designated historic landmark or for demolition of a locally designated historic landmark, the Commission shall determine that the application meets the following criteria:

(1) The proposed work is consistent with and promotes the purposes of this Article;

(2) With respect to an existing building, the proposed work will not adversely materially affect the property's historic quality;

(3) The proposed work will have no adverse material effect on the historic atmosphere and character of the historic landmark, including state and national designations; and

(4) The proposed work is in compliance with all current applicable design guidelines.

Staff Comment: The work proposed is consistent with the purpose of this Article, which includes protecting the character of each zoned district within the City, conservation of the value of buildings and property, and encouraging appropriate uses of land and buildings within the City.

(b) In determining compliance with the criteria of this Section with regard to contributing buildings in a locally designated historic district, the Commission shall consider the following:

(1) The effect upon the general historic and architectural character of the building;

(2) The architectural style, arrangement, texture and material used on the existing and proposed buildings and their relation and compatibility with other historic landmarks, including state and national designations;

(3) The effects of the proposed work in creating, changing, destroying or otherwise affecting the exterior architectural features of the building upon which such work is done;

(4) The effects of the proposed work upon the protection, enhancement and perpetuation of the building;

(5) The condition of existing improvements and whether they are a hazard to public health and safety;

(6) The compatibility of accessory buildings, structures and fences with the main building and with other historic landmarks; and

(7) Substantial compliance with the Secretary of the Interior Standards as they apply to building exteriors only, except those relating to paint color, which shall not apply.

Staff Comment: The work proposed does not directly affect materials associated with the historic portion of the Black Hawk School building. The project proposes to renovate interior elements of the building and the historic exterior will not be impacted. Likewise, the proposed work will not impact the architectural style, arrangement, texture, or material of the building, nor will it impact its relation and compatibility with other historic landmarks.

Item (3) does not apply to the subject review; proposed work is entirely within the building interior and the historic exterior of the building will not be impacted.

The purpose of the work is to renovate the interior of the building to comply with ADA requirements. Providing equitable access to the various parts of the building's interior is a component of perpetuation of the building.

Items (5) and (6) do not apply to the subject review; no known health and safety concerns are connected to the work and the work does not concern accessory buildings.

Item (7) does not apply to the subject review; proposed work is entirely within the building interior and the exterior of the building will not be impacted.

(c) With regard to determining compliance of noncontributing buildings, the Commission shall consider the following:

(1) Noncontributing buildings should be compatible with contributing buildings;

(2) Noncontributing buildings should not attempt to mimic or duplicate the historic features of contributing buildings; and

(3) Contemporary designs that creatively draw upon the important characteristics of a historic district are favored.

Staff Comment: This section does not apply; the building is a local landmark and considered a contributing building in the National Historic Landmark District.

STAFF SUMMARY:
The applicant has submitted a plan set dated June 14, 2022, containing proposed alterations to the building's interior. Photographs used to establish changes to the building over time and identify historic or non-historic nature of individual features associated with the building were taken from the City record, namely the 1986 and 2010 historic surveys of the property as well as the 2013 Local Historic Landmark Nomination Form. The work proposed does not remove or alter historic materials on the property. The work proposed is entirely internal and external elements of the building will not be affected. The work is reflective of the criteria for issuing a COA contained in the City of Black Hawk municipal code, Chapter 16, Section 16-429.

FINDINGS:
The **Historic Preservation Commission** may recommend to the **Black Hawk City Council** to **approve, conditionally approve, or deny** the application for a **Certificate of Appropriateness.** Findings follow that may be referred to in order to relate to the criteria in Section 16-249.

(1) Implementation of the work proposed will not diminish the features of the building causing it to be listed as a City of Black Hawk Local Landmark.
(2) Implementation of the work proposed will not alter or remove historic materials associated with the Black Hawk School.

(3) Implementation of the work proposed may be reversed without damage to historic materials associated with the Black Hawk School.
(4) Implementation of the work proposed reflects the goals and objectives cited in the purpose of Chapter 16 of the City of Black Hawk Zoning Code.

RECOMMENDATION:
The Historic Preservation Commission recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO CONDITIONALLY APPROVE RESOLUTION 45-2023, a Resolution conditionally approving a Certificate of Appropriateness for the interior renovations to the City of Black Hawk Police Station located at 221 Church Street:

1. The work proposed will match the design plans as submitted, dated June 14, 2022; and
2. The approval of the Certificate of Appropriateness is valid for one hundred eighty (180) days, such approval shall expire.

ATTACHMENTS:
A. Police Station Renovation Plans (06/14/2022)
B. 1986 Cultural Resource Form
C. 2010 Cultural Resource Resurvey Form
D. 2013 Local Landmark Designation Form

POLICE STATION RENOVATION

FOR THE
CITY OF BLACK HAWK

221 CHURCH ST. BLACK HAWK, CO 80422

BLACK HAWK

SHEET LIST

SHEET NUMBER	SHEET NAME
ARCHITECTURE	
A000	COVER SHEET
A202	DEMO PLAN
A203	FIRST FLOOR PLAN
A204	FIRST FLOOR REFLECTED CEILING PLAN
A600	RESTROOM ELEVATIONS
A601	INTERIOR ELEVATIONS
A602	INTERIOR ELEVATIONS
A800	SCHEDULES

ABBREVIATIONS

A	
AB	ANCHOR BOLT
ABV	ABOVE
AC	ACOUSTICAL
ACP	ACOUSTICAL PANELS
ADH	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
ALUM	ALUMINUM
ALT	ALTERNATE
ANC	ANCHOR
AP	ACCESS PANEL
APPX	APPROXIMATE
APT	APARTMENT
ARCH	ARCHITECT(URAL)
ASPH	ASPHALT
AUTO	AUTOMATIC
B	
BC	BACK OF CURB
BD	BOARD
BF	BOTH FACES
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BLW	BELOW
BM	BEAM
BM	BENCH MARK
BPL	BEARING PLATE
BDRM	BEDROOM
BRG	BEARING
BRKT	BRACKET
BRZ	BRONZE
BSMT	BASEMENT
BTM	BOTTOM
BTN	BATTEN
BTW	BETWEEN
BUR	BUILT-UP ROOFING
BVL	BEVELED
BW	BOTH WAYS
C	
CC	CENTER TO CENTER
CB	CATCH BASIN
CBD	CHALKBOARD
CBT	CABINET
CCG	CONCRETE CURB & GUTTER
CEM	CEMENT
CER	CERAMIC
CF	CUBIC FEET
CIP	CAST IRON PIPE
CJ	CONTROL JOINT
CK	CHALK(ING)
CLR	CLEAR
CLNG	CEILING

CLO	CLOSET
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CASED OPENING
COL	COLUMN
COMP	COMPOSITION
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACT(OR)
CORR	CORRIDOR
CORR	CORRUGATED
CPG	COPING
CPR	COPPER
CPT	CARPET(ED)
CR	CRUSHED
CRS	COURSE(S)
CSKS	CONTERSUNK SCREW
CT	CERAMIC TILE
CTR	COUNTER
CTR	CENTER
CUH	CABINET UNIT HEATER
CW	COLD WATER
CY	CUBIC YARD
D	
D	DRYER
DBL	DOUBLE
DEPT	DEPARTMENT
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIM	DIMENSION
DIV	DIVIDER
DL	DEAD LOAD
DN	DOWN
DR	DOOR
DS	DOWN SPOUT
DTA	DOVETAIL ANCHOR
DTL	DETAIL
DW	DISHWASHER
DWG	DRAWING
E	
E	EAST
(E)	EXISTING
EA	EACH
EDF	ELECTRIC DRINKING FOUNTAIN
EF	EXHAUST FAN
EJ	EXPANSION JOINT
EL	ELEVATION

ELEC	ELECTRIC(AL)
ELEV	ELEVATOR
EOI	EXCEPT AS OTHERWISE INDICATED
EP	ELECTRICAL PANEL
EQ	EQUAL
EQPT	EQUIPMENT
ESMT	EASEMENT
EW	EACH WAY
EX	EXPOSED
EXC	EXCAVATE
EXH	EXHAUST
EXP	EXPANSION
EXT	EXTERIOR
F	
F/L	FLOW LINE
FA	FIRE ALARM
FB	FACE BRICK
FBD	FIBER BOARD
FCJ	FLOOR CONSTRUCTION JOINT
FD	FLOOR DRAIN
FDN	FOUNDATION
FDR	FOLDING DOOR
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FH	FIRE HOSE STATION/HYDRANT
FHS	FLATHEAD SCREW
FIN	FINISH
FL/EL	FLOOR ELEVATION
FLCO	FLOOR CLEAN OUT
FLG	FLASHING
FLR	FLOOR
FLUR	FLUORESCENT
FLX	FLEXIBLE
FOC	FACE OF CONCRETE
FOF	FACE OF FRAME
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FR	FRAME
FRG	FRAMING
FRP	FIBER GLASS PANEL
FRW	FRAME WIDTH
FS	FLOAT SAFETY
FS	FULL SIZE
FT(')	FOOT
FTG	FOOTING
FUR	FURRING
FURN	FURNACE
FWC	FABRIC WALL COVERING
FXT	FIXTURE

G	
G	GAS
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GI	GALVANIZED IRON
GL	GLASS
GS	GALVANIZED STEEL
GSP	GALVANIZED STEEL PIPE
GWB	GYPSUM WALL BOARD
H	
HC	HANDICAP
HR	HANDRAIL
HR	HOUR
HCW	HOLLOW CORE WOOD
HDWR	HARDWARE
HK	HOOK
HM	HOLLOW METAL
HP	HORSEPOWER
HRZ	HORIZONTAL
HSTL	HOLLOW STEEL
HT	HEIGHT
HTG	HEATING
HVAC	HEATING/VENTILATION/ AIR CONDITIONING
HW	HOT WATER
HYD	HYDRANT
I	
ID	INSIDE DIAMETER
IN(")	INCH
INCL	INCLUDING
INS	INSULATION
INSG	INSULATING GLASS
INT	INTERIOR
J	
JST	JOIST
JT	JOINT
K	
KIT	KITCHEN
KFJ	KEYED FLOOR JOINT
L	
LAB	LABORATORY
LAV	LAVATORY
LB	POUND
LBL	LABEL
LCMU	LIGHTWEIGHT CONCRETE MASONRY UNIT
LDRY	LAUNDRY

LF	LINEAR FOOT
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLO	LONG LEG OUT
LLV	LONG LEG VERTICAL
LR	LIVING ROOM
LTL	LINTEL
LVR	LOUVER
LWC	LIGHTWEIGHT CONCRETE
M	
M	MINUTE
MAINT	MAINTENANCE
M/EXG	MATCH EXISTING
M/RFG	MEMBRANE ROOFING
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MFD	MANUFACTURED
MFR	MANUFACTURER
MIC	MICROWAVE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MH	MAN HOLE
MLD	MOLDING
MLM	MICRO-LAMINATED BEAM
MO	MASONRY OPENING
MOD	MODULAR
MR	MOISTURE RESISTANT
MS	MASONRY SHELF
MSRY	MASONRY
MTL	METAL
MUL	MULLION
N	
N	NORTH
(N)	NEW
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NRC	NOISE REDUCTION COEFFICIENT
NTS	NOT TO SCALE
O	
O/	OVER
OA	OVERALL
OBS	OBSCURE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFF	OFFICE
OH	OVERHANG
OPG	OPENING
OPP	OPPOSITE

OVH	OVERHEAD
OWSJ	OPEN WEB STEEL JOIST
P	
PBD	PARTICLE BOARD
PBG	PLUMBING
PC	POINT OF CURVATURE
PCC	PRECUTS CONCRETE
PCF	POUNDS PER CUBIC FOOT
PCW	PARTICLE CORE WOOD
PERF	PERFORATE(D)
PFB	PREFABRICATE(D)
PL	PROPERTY LINE
PL	PLATE
PLF	POUNDS PER LINEAR FOOT
PLAM	PLASTIC LAMINATE
PLS	PLASTIC
PLSR	PLASTER
PLYWD	PLYWOOD
PNL	PANEL
PNT	PAINT
POI	POINT OF INTERSECTION
PR	PAIR
PRF	PREFINISHED
PROJ	PROJECT
PS	PLAN SECTION
PSC	PRE STRESSED CONCRETE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PTD	PAPER TOWEL DISPENSER
PTN	PARTITION
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWD	PLYWOOD
Q	
QT	QUARRY TILE
R	
R	RADIUS
R	RISER
RA	RETURN AIR
RB	RUBBER BASE
RBT	RABBIT(ED)
RCP	REINFORCED CONCRETE PIPE

RD	ROOF DRAIN
RE:	REFER(ENCE)
REFIN	REFINISH
REG	REGISTER
REINF	REINFORCED(ING)
REQ	REQUIRED
RFR	REFRIGERATOR
RHS	ROUNDHEAD SCREW
RM	ROOM
RMK	REMARK
RNG	RANGE
RO	ROUGH OPENING
RPM	REVOLUTIONS PER MINUTE
RT	RUBBER TILE
RVS	REVISE
S	
S	SINK
S	SOUTH
SB	SPLASH BLOCK
SBFL	SUBFLOOR
SCH	SCHEDULE
SCW	SOLID CORE WOOD
SD	STORM DRAIN
SDG	SIDING
SDLT	SIDELIGHT
SEC	SECTION
SF	SQUARE FOOT
SFJ	SAWED FLOOR JOINT
SFT	SOFFIT
SG	SAFETY GLASS
SH	SHOWER
SHS	SHELVES
SHT	SHEET
SIM	SIMILAR
SKL	SKYLIGHT
SLD	SEALED
SPD	SUSPENDED CEILING
SPEC	SPECIFICATION(S)
SPK	SPEAKER
SND	SANITARY NAPKIN DISPENSER
SNR	SANITARY NAPKIN RECEPTOR
SQ	SQUARE
SS	STAINLESS STEEL
STC	SOUND TRANSMISSION COEFFICIENT
STD	STANDARD
STL	STEEL
STOR	STORAGE
STR	STRUCTURAL
SW	SWITCH
SY	SQUARE YARD

SYM	SYMMETRICAL
SYN	SYNTHETIC
SYS	SYSTEM
T	
T	TEE
T	TREAD
T&B	TOP & BOTTOM
T&G	TONGUE & GROOVE
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOP	TOP OF PARAPET
TOS	TOP OF STEEL
TOW	TOP OF WALL
TB	TACK BOARD
TBR	TOWEL BAR
TC	TOP OF CURB
TEL	TELEPHONE
TF	TRANSPARENT FINISH
TFMR	TRANSFORMER
TH	TOWN HOUSE
THK	THICK(NESS)
THR	THRESHOLD
TLT	TOILET
TPD	TOILET PAPER DISPENSER
TPTN	TOILET PARTITION
TRZ	TERRAZZO
TV	TELEVISION
TX	TEXTURED
TYP	TYPICAL
U	
UH	UNIT HEATER
UNF	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UNP	UNPAINTED
UR	URINAL
V	
V	VOLT
V	VENDING MACHINE
VB	VINYL BASE
VBR	VAPOR BARRIER
VCP	VITRIFIED CLAY PIPE
VCT	VINYL COMPOSITION TILE
VENT	VENTILATOR
VERT	VERTICAL
VEST	VESTIBULE
VF	VINYL FABRIC
VIF	VERIFY IN FIELD
VNR	VENEER

VS	VERTICAL SECTION
VT	VINYL TILE
VWC	VINYL WALL COVERING
W	
W	WATER
W	WIDTH
W/	WITH
W	WEST
WB	WIND BRACING
W/O	WITHOUT
WC	WATER CLOSET
WCJ	WALL CONSTRUCTION JOINT
WD	WOOD
WDO	WINDOW
WG	WIRED GLASS
WH	WATER HEATER
WLC	WALL COVERING
WLP	WALLPAPER
WM	WASHING MACHINE
WP	WATERPROOF(ING)
WPT	WORKING POINT
WRPRD	WRAP AROUND
WSCT	WAINSCOT
WWF	WELDED WIRE FABRIC
X	
XANC	EXPANSION ANCHOR

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
1	SCHEMATIC DESIGN	6/27/22

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

POLICE STATION RENOVATION
FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

COVER SHEET

Project:	2022.17
Date	6/14/22
Drawn by:	MJS
Checked by:	PEH

A000

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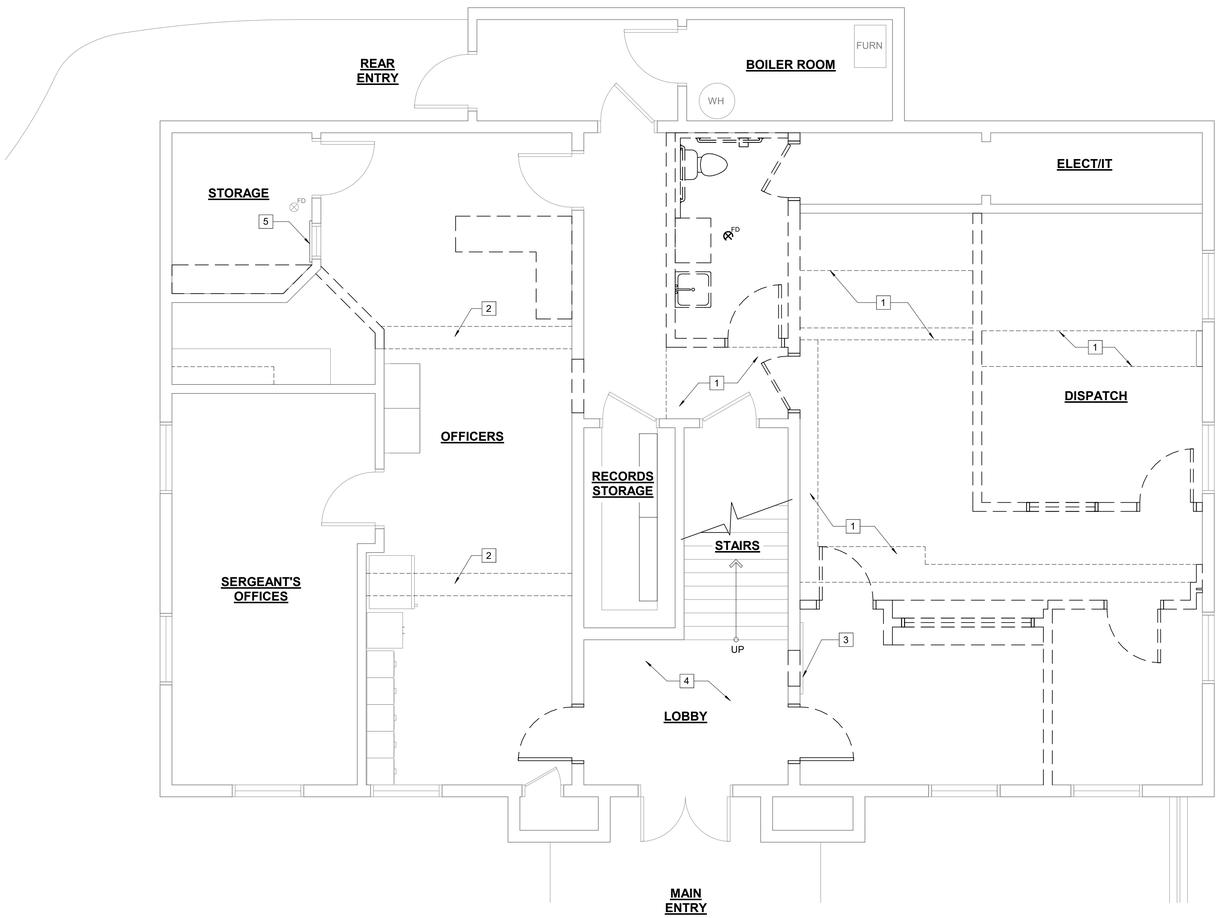
DEMO FLOOR PLAN KEYNOTES

X

1. SOFFIT ABOVE TO REMAIN
2. GWB WRAPPED BEAMS ABOVE TO REMAIN
3. CAREFULLY REMOVE (E) CHALKBOARD & COORDINATE RELOCATION W/ OWNER
4. REMOVE (E) CPT @ LOBBY & STAIRS
5. REMOVE (E) OBSTRUCTION O/ (E) WINDOW

LEGEND

= WALLS/ELEMENTS TO BE DEMOLISHED



1 DEMO PLAN
1/4" = 1'-0"
0' 2' 4'

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
1	SCHEMATIC DESIGN	6/27/22

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Boulder, CO 80302
303-442-0408

POLICE STATION RENOVATION

FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

DEMO PLAN

Project:	2022.17
Date	6/14/22
Drawn by:	MJS
Checked by:	PEH

A202

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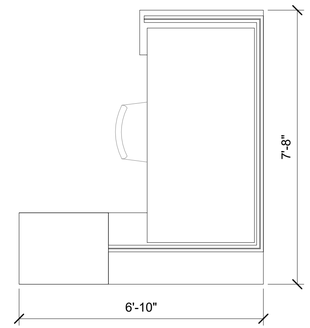
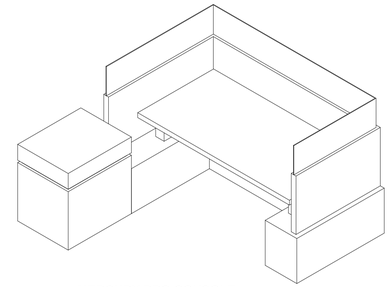
1 FIRST FLOOR PLAN
1/4" = 1'-0"

0' 2' 4'





MERCURY PRO CONSOLE
1/2" = 1'-0"

FLOOR PLAN GENERAL NOTES

IBC 2015 CODE SECTIONS

1. 1003.5 ELEVATION CHANGE. WHERE CHANGES IN ELEVATION OF LESS THAN 12" EXIST IN THE MEANS OF EGRESS, SLOPED SURFACES SHALL BE USED. WHERE THE DIFFERENCE IN ELEVATION IS 6" OR LESS, THE RAMP SHALL BE EQUIPPED WITH EITHER HANDRAILS OR FLOOR FINISH MATERIALS THAT CONTRAST WITH ADJACENT FLOOR FINISH MATERIALS.

1012.2 SLOPE. RAMPS USED AS PART OF A MEANS OF EGRESS SHALL HAVE A SLOPE NOT STEEPER THAN 1:12 (8%). OTHER PEDESTRIAN RAMPS SHALL NOT BE STEEPER THAN 1:8 (12.5%).

1012.6.5 DOORWAYS. WHERE DOORWAYS ARE LOCATED ADJACENT TO A RAMP LANDING, MANEUVERING CLEARANCES REQUIRED B ICC A117.1 - 2009 ARE PERMITTED TO OVERLAP THE REQUIRED LANDING AREA.

1012.6 LANDINGS. RAMPS SHALL HAVE LANDINGS AT THE BOTTOM AND TOP OF EACH RAMP.

1012.6.3 LENGTH. THE LANDING LENGTH SHALL BE 60" MINIMUM.

IEBC 2015 CODE SECTIONS

2. 410.8.5 RAMPS. WHERE SLOPES STEEPER THAN ALLOWED BY IBC SECTION 1012.2 ARE NECESSITATED BY SPACE LIMITATIONS, THE SLOPE OF RAMPS IN OR PROVIDING ACCESS TO EXISTING FACILITIES SHALL COMPLY WITH TABLE 410.8.5

TABLE 410.8.5
STEEPER THAN 1:12 BUT NOT STEEPER THAN 1:10, MAXIMUM RISE 6"

3. ★ PER ICC A117.1-2009, FIG. 404.2.3.2 NO CLOSER ALLOWED

- - - = ANSI HC DOOR CLRNC

FLOOR PLAN KEYNOTES (X)

1. SLOPED FLOOR UP TO (N) RAISED ACCESS FLOOR SYSTEM. (ESD VINYL LAMINATE).
2. (N) RAISED ACCESS FLOOR SYSTEM
3. (N) IMPACT RESISTANT CHECK-IN WINDOW W/ COUNTERTOP W/ RECESSED PASS-THRU WELL. RE 3/A800
4. MERCURY PRO COMMUNICATIONS CONSOLE - APPROX. 7'-8" x 6'-10" BY OWNER
5. 48" DIAMETER TABLE BY OWNER
10. SS TABLE, BY OWNER.
11. PENAL-WARE 1418-CT-2-BP-04-FV-PHLF ADA LAV/TOILET COMBO UNIT
12. (N) FILE DRAWERS BY OWNER
13. BUILT-IN PLAM COUNTER @ 42" AFF. 15" DP x 8'-0" L. PROVIDE ACCESSIBLE 30" SECTION OF COUNTERTOP & RECESSED PASS-THRU WELL
14. INSTALL (N) PRIVACY PANEL.
15. RELOCATE (E) SECURITY CAMERA.
16. INSTALL (N) FOLDABLE BENCH. 18" DP x 5'-0" W.
17. 48" W x 20" DP x 18" HT BUILT-IN BENCH
18. (E) WORKSTATION
19. (N) CPT @ LOBBY & STAIRS
20. 34" HT P-LAM COUNTER W/ BASE & UPPER CABINETS
21. (E) EQUIPMENT TO REMAIN
22. (E) WINDOW TO REMAIN
23. BUILT IN PANTRY W/ (2) 24" DOORS & (5) ADJUSTABLE MELAMINE SHELVES
24. BUILT IN PLAM COUNTER @ 42" AFF. 24" DP x 8'-0" L

INTERIOR PARTITION SCHEDULE (X)

A NON-LOAD BEARING, 3-5/8" 20 GA STL STUDS @ 16" OC W/ 5/8" TYPE "X" GWB @ EA SIDE, W/ 3-1/2" SOUND ATTEN FG BATT. EXTEND & ATTACH TO UNDERSIDE OF STRUCT ABOVE

B NON-LOAD BEARING, 6" 20 GA STL STUDS @ 16" OC W/ 5/8" TYPE "X" GWB @ EA SIDE, W/ 3-1/2" SOUND ATTEN FG BATT. EXTEND & ATTACH TO UNDERSIDE OF STRUCT ABOVE

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
1	SCHEMATIC DESIGN	6/27/22

PEH ARCHITECTS
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POLICE STATION RENOVATION
FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

FIRST FLOOR PLAN

Project: 2022.17
Date 6/14/22
Drawn by: MJS
Checked by: PEH

A203

APPROVAL OF

DATE

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REFLECTED CEILING PLAN GENERAL NOTES

ALL (E) DUCTWORK SHOWN ON REFLECTED CEILING PLAN NEEDS TO BE VIF.

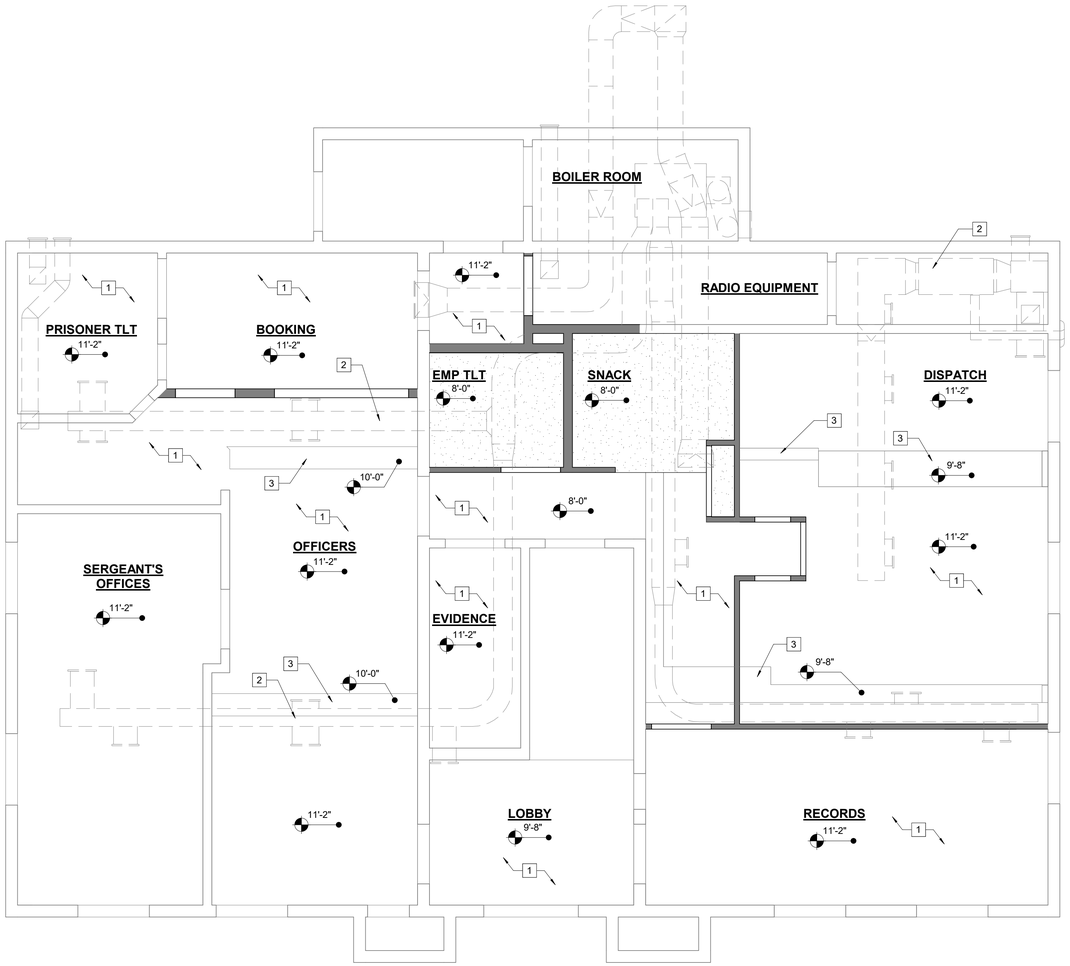
REFLECTED CEILING PLAN - LEGEND

= (N) 5/8" TYPE "x" GWB CLG SUPPORTED BY 6" STL JOISTS @ 16" OC.

REFLECTED CEILING PLAN KEYNOTES

X

1 (E) CLG TO REMAIN
2 (E) DUCTWORK
3 (E) GWB SOFFIT



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

0' 2' 4'

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
1	SCHEMATIC DESIGN	6/27/22

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POLICE STATION RENOVATION

FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

FIRST FLOOR REFLECTED CEILING PLAN

Project: 2022.17
Date 6/14/22
Drawn by: MJS
Checked by: PEH

A204

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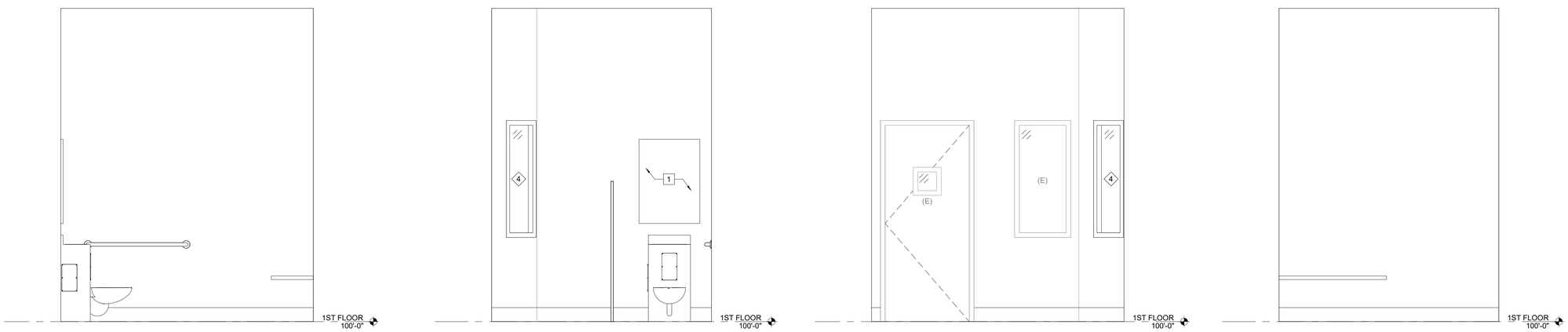
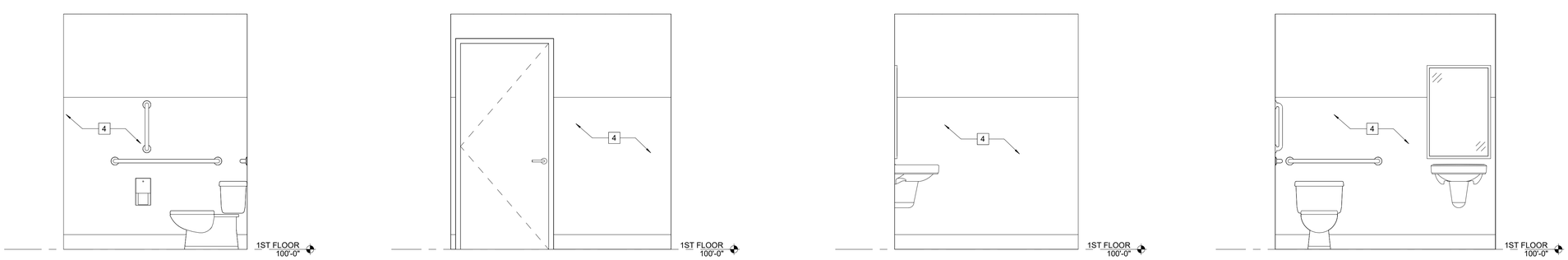
INTERIOR ELEVATION KEYNOTES

X

1. 24"x36" POLISHED STAINLESS STEEL SHATTER PROOF MIRROR
2. 6" ROUND BULLET RESISTANT SPEAK-THRU
3. 3" Ø STL POST
4. 60" HT FRP
5. MERCURY PRO COMMUNICATIONS CONSOLE - APPROX. 7'-8" x 6'-10" BY OWNER



8 PRISONER RR - INTERIOR ELEVATIONS
1/2" = 1'-0"



1 EMPLOYEE RR - INTERIOR ELEVATIONS
1/2" = 1'-0"

0' 1' 2'

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
1	SCHEMATIC DESIGN	6/27/22

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POLICE STATION RENOVATION

FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

RESTROOM ELEVATIONS

Project:	2022.17
Date	6/14/22
Drawn by:	MJS
Checked by:	PEH

A600

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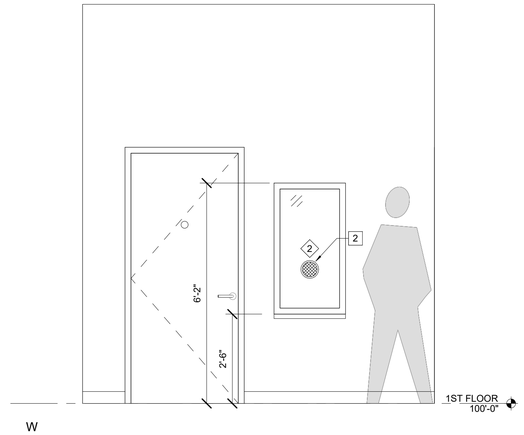
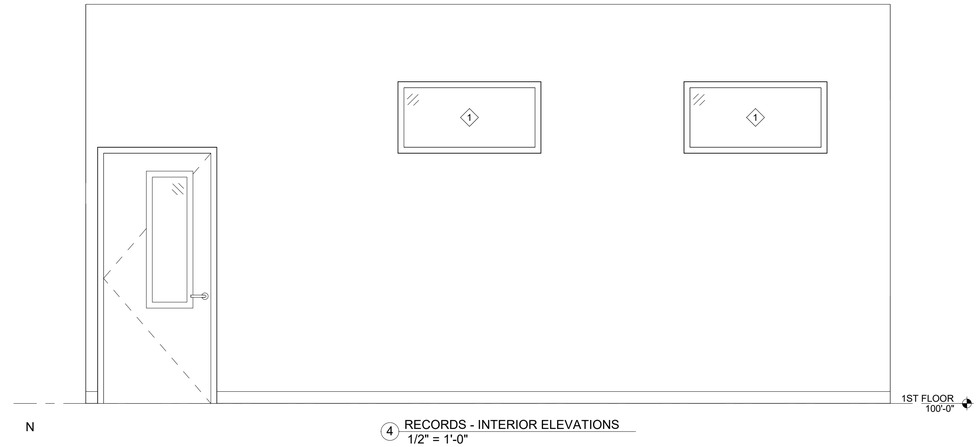
INTERIOR ELEVATION KEYNOTES

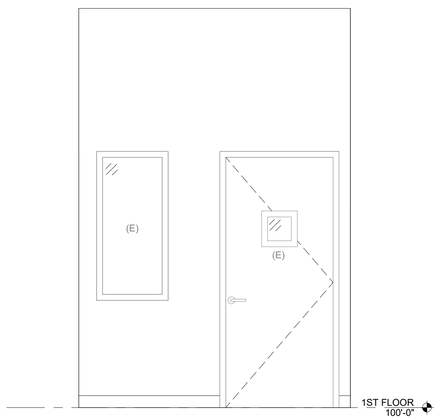
X

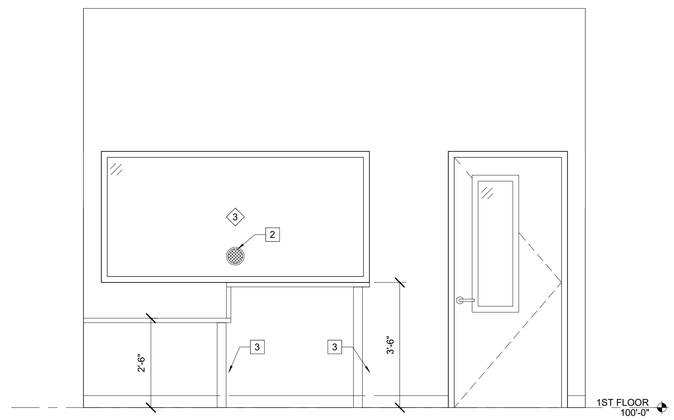
1. 24"x36" POLISHED STAINLESS STEEL SHATTER PROOF MIRROR
2. 6" ROUND BULLET RESISTANT SPEAK-THRU
3. 3" Ø STL POST
4. 60" HT FRP
5. MERCURY PRO COMMUNICATIONS CONSOLE - APPROX. 7'-8" x 6'-10" BY OWNER

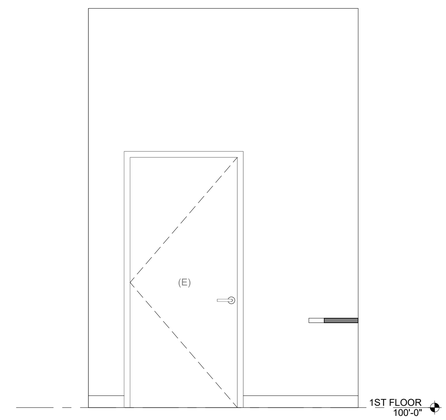




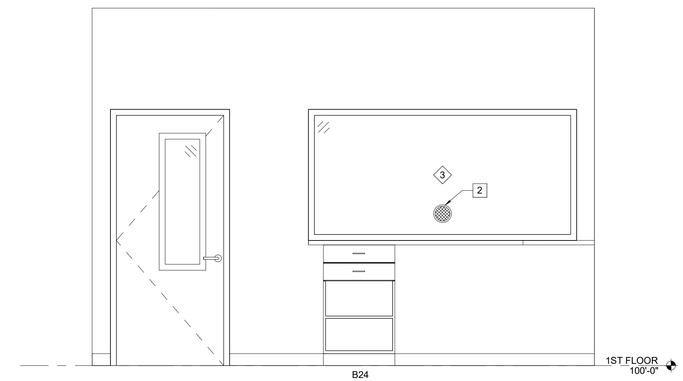
4 RECORDS - INTERIOR ELEVATIONS
1/2" = 1'-0"



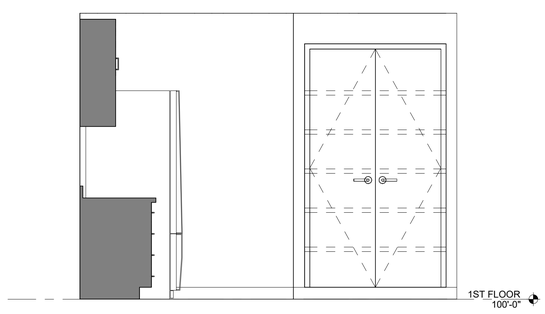


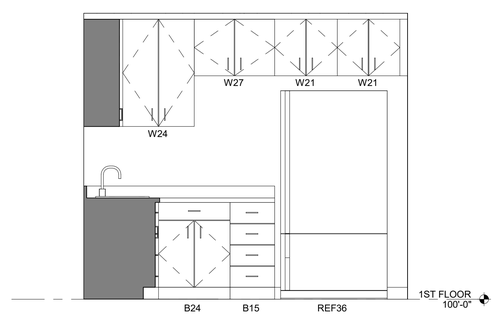


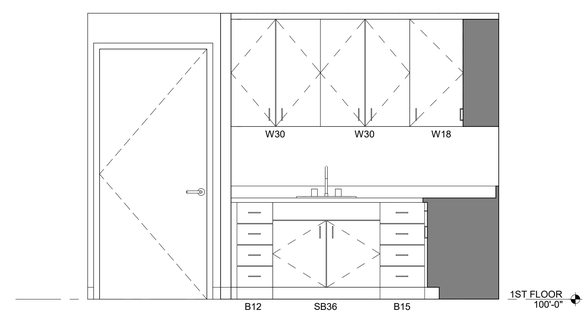
3 BOOKING - INTERIOR ELEVATIONS
1/2" = 1'-0"



2 OFFICERS - INTERIOR ELEVATION
1/2" = 1'-0"







1 SNACK - INTERIOR ELEVATIONS
1/2" = 1'-0"

0' 1' 2'

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
1	SCHEMATIC DESIGN	6/27/22

PEH ARCHITECTS
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POLICE STATION RENOVATION

FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

INTERIOR ELEVATIONS

Project:	2022.17
Date	6/14/22
Drawn by:	MJS
Checked by:	PEH

A601

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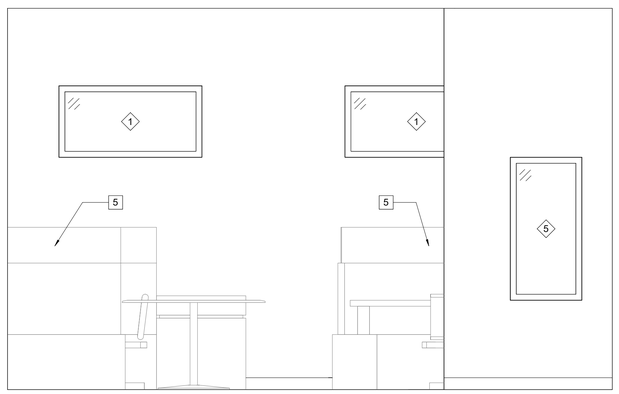
INTERIOR ELEVATION KEYNOTES

X

1. 24"x36" POLISHED STAINLESS STEEL SHATTER PROOF MIRROR
2. 6" ROUND BULLET RESISTANT SPEAK-THRU
3. 3" Ø STL POST
4. 60" HT FRP
5. MERCURY PRO COMMUNICATIONS CONSOLE - APPROX. 7'-8" x 6'-10" BY OWNER



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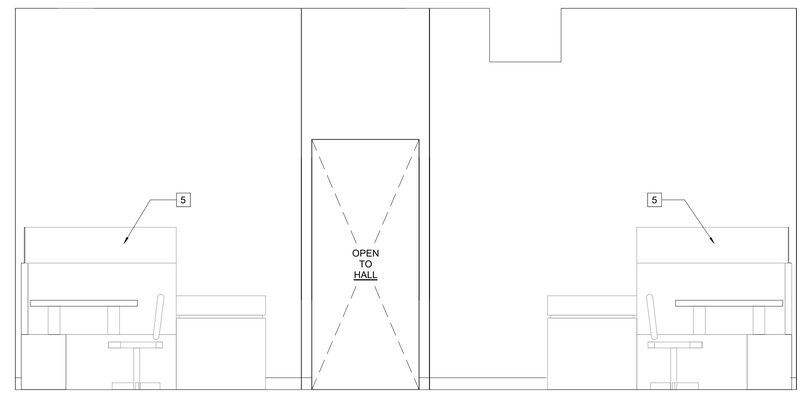

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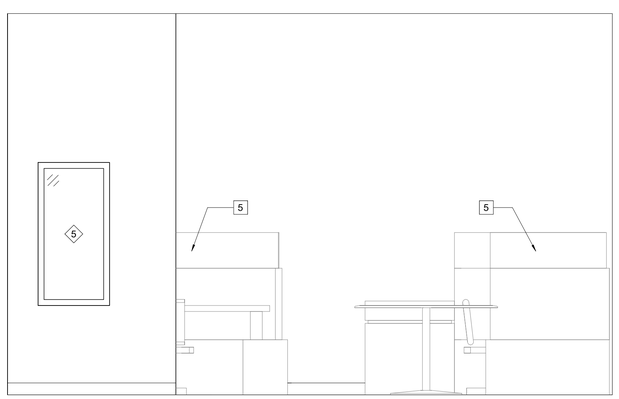

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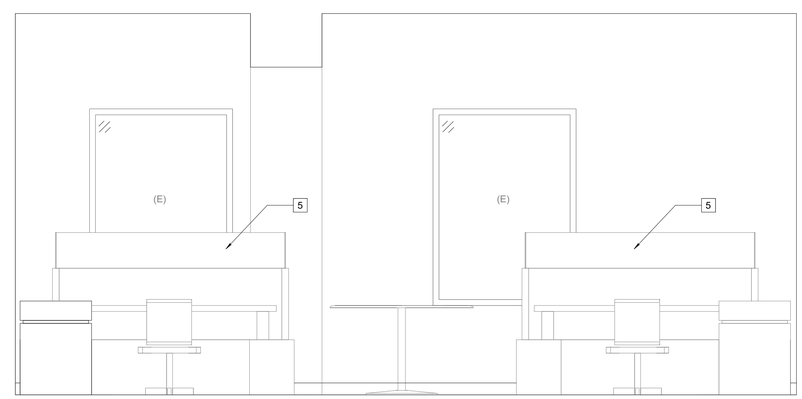

E

1 DISPATCH - INTERIOR ELEVATIONS
1/2" = 1'-0"

0' 1' 2'

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
1	SCHEMATIC DESIGN	6/27/22

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

POLICE STATION RENOVATION

FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

INTERIOR ELEVATIONS

Project:	2022.17
Date	6/14/22
Drawn by:	MJS
Checked by:	PEH

A602

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1/13/2023 10:26:15

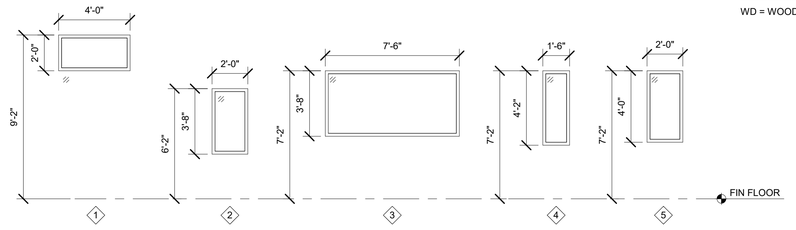
ROOM FINISH SCHEDULE

NUMBER	ROOM NAME	FLOOR	BASE	WALL	CEILING MATL	ROOM NOTES
100	LOBBY	CPT	WD	PNT GWB		
101	RECORDS			PNT GWB		
102	DISPATCH			PNT GWB		RAISED ACCESS FLOOR SYSTEM
103	SNACK			PNT GWB		
104	EMP TLT			PNT GWB		
105	EVIDENCE			PNT GWB		
106	RADIO EQUIPMENT			PNT GWB		
107	BOOKING			PNT GWB		
108	PRISONER TLT			FRP		FULL HT FRP
109	OFFICERS			PNT GWB		

PNT GWB = PAINTED GYPSUM WALL BOARD COVE = CERAMIC TILE BASE CPT = CARPET TILE W/ PAD WD = WOOD
FRP = FIBERGLASS REINFORCED PLASTIC PANELS

WINDOW SCHEDULE (X)

MARK	SIZE		TYPE	MATL	FRAME			NOTES
	WT	HT			HEAD	JAMB	SILL	
1	4'-0"	2'-0"						CLERESTORY WINDOW. SILL AT APPROX 7'-0" AFF.
2	2'-0"	3'-8"						IMPACT RESISTANT GLASS
3	7'-6"	3'-8"						IMPACT RESISTANT GLASS
4	1'-6"	4'-2"						
5	2'-0"	4'-0"						

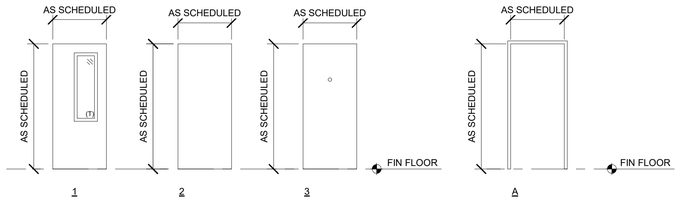


3 WINDOW ELEVATIONS
1/4" = 1'-0"

DOOR AND FRAME SCHEDULE (X)

MARK	SIZE			EL	MATL	GLAZING	FRAME					FIRE RATING LABEL	HARDWARE	NOTES
	WD	HT	THK				EL	MATL	HEAD	JAMB	SILL			
100	3'-0"	7'-0"	2"	1	WD	(T)	A	HM						
101	3'-0"	7'-0"	2"	2	WD		A	HM						
102	3'-0"	7'-0"	2"	2	WD		A	HM						
103	3'-0"	7'-0"	2"	1	WD	(T)	A	HM						
104	3'-0"	7'-0"	2"	2	WD		A	HM						
105	3'-0"	7'-0"	2"	3	WD		A	HM						WIDE ANGLE PEEPHOLE INSTALLED IN DOOR.
106	3'-0"	7'-0"	2"	3	WD		A	HM						WIDE ANGLE PEEPHOLE INSTALLED IN DOOR.

WD = WOOD HM = HOLLOW METAL (T) = TEMPERED



2 DOOR PANEL ELEVATIONS
1/4" = 1'-0"

1 DOOR FRAME ELEVATIONS
1/4" = 1'-0"

No.	Description	Date
2	REVISED SCHEMATIC DESIGN	1/17/23
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1720 14th Street Suite 100
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POLICE STATION RENOVATION

FOR THE
CITY OF BLACK HAWK
221 CHURCH ST. BLACK HAWK, CO 80422

SCHEDULES

Project: 2022.17
Date 6/14/22
Drawn by: MJS
Checked by: PEH

A800

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CENTRAL CITY - BLACK HAWK HISTORIC DISTRICT

214

GILPIN COUNTY, COLORADO

UILDING NAME	BLOCK NUMBER	LOT NUMBER	DATE OF CONSTRUCTION
Black Hawk School	25 District No. 3		1870

DDRESS
221 Church Street
Black Hawk

STYLE
Vernacular with Greek Revival elements

PRESENT USE
Unknown

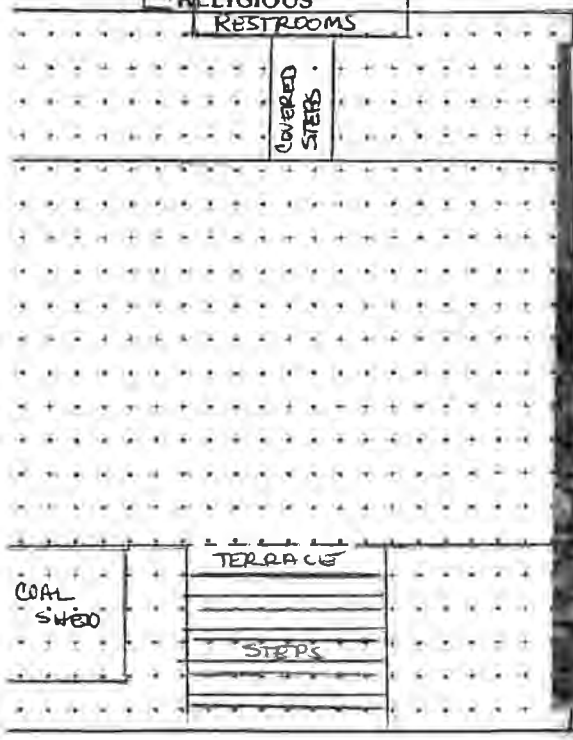
ROPERTY TYPE:

- [ ] RESIDENTIAL
- [x] ACADEMIC
- [ ] COMMERCIAL
- [ ] OTHER
- [ ] RELIGIOUS

ASSOCIATED BUILDINGS

ADDITIONS AND ALTERATIONS
See comments

CONDITION
Fair



ARCHITECTURAL DESCRIPTION

The school is built on top of a stone retaining wall and features elements of the Greek Revival, including central projecting pavilion, recessed door with rectangular transom and side lights, shouldered architrave trim and pilaster corner boards. Windows are double-hung, sash, and the windows in the central projecting pavilon are paired and topped with a triangular pediment. The building is wood frame with horizontal siding.

TATEMENT OF SIGNIFICANCE

The Black Hawk Schoolhouse was built in 1870 and served the students of Black Hawk until 1960 when the schools were consolidated in Central City and Black Hawk. The school district #3 was organized November 7, 1863, and the building was built at a cost of $15,000.00.

SITE DESCRIPTION

215

The structure is located on "Bates Hill" overlooking Black Hawk, it was built along side the Presbyterian Church and is visible from the main street below.

COMMENTS

The interior has been modernized but the exterior has remained basically the same.

REFERENCES

Colorado Preservation Office Resource No. 5GL 268.2

Hollenback, Frank R. Central City and Black Hawk; Then and Now: (Denver, Colorado: Sage Books, 1961) pp. 107-108

PREPARED BY:

Mary E. Boyle, Intern

DATE

BLACK HAWK CULTURAL RESOURCE SURVEY

Cultural Resource Re-evaluation Form

(page 1 of 2)

1. Current Address: **221 Church Street**

2. Resource Number: **5GL.7.353**

3. NHL Resource Number: **B25-6**

4. Resource Name: **Black Hawk School**

5. Purpose of this current site visit (check as many as apply)

____ Site is within a current project area
_X_ Resurvey
_X_ Update of previous site form(s)
____ Surface collection
____ Testing to determine eligibility
____ Excavation
____ Other

6. Previous Recordings:

_X_ 1986 National Park Service Survey	_X_ Photograph	
_X_ 1991 National Historic Landmark Nomination	No Photographs	_X_ Contributing
_X_ 1998 Re-survey	_X_ Photograph	
_X_ 2004 Photo survey	_X_ Photograph	
____ Other:	___ Photograph	

7. Exterior alterations since 1986: **1994 – "addition" permit, valuation $597,495. 2002 – replaced stairs & landing with Diamond Grip Tread. 2007 – a/c installed.**

8. Additional historical background : **Mullen & Joblin, of Central City were awarded the contract for constructing the school. It contained four school rooms and a recitation room, and was built to accommodate 200-250 students. When the Presbyterian Church voted to charge the city for the use of its bell for school, the city decided to build their own bell tower at the school in the late 1880s. Original windows (seen in 1880s photo) were 6/6 double-hung.**

_**1870**_ Construction date _X_ Estimate from 1986 NPS Survey ___ New estimate

Sources of information: ***Black Hawk: the Rise and Fall of a Colorado Mill town*** **(Baker)**

Sanborn Maps

_X_ 1886

_X_ 1890

_X_ 1895

_X_ 1900

Current Address: **221 Church Street** (page 2 of 2)

Resource Number: **5GL.7.353**

NHL Resource Number: **B**

9. Changes to Location or Size Information: **Incomplete legal description in past surveys.**

10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:
Contributing **_X__** Non contributing ____ Need data

11. National Register - Individual Eligibility Assessment:
Eligible **_X__** Not eligible ____ Need data____

12. Is there National Register district potential? Yes **_X__** No ____
Discuss: **Would be a contributing building to a potential NR district**

13. Local Designation - Individual Eligibility Assessment:
Eligible **_X__** Not eligible ____ Need data____

14. Is there Local district potential? Yes **_X__** No ____
Discuss: **Would be a contributing building to a potential local district**

15. Photograph Types and Numbers: **Digital, <.jpg> format. 221 Church-1.JPG, 221 Church-2.JPG, 221 Church-4.JPG.**

16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**

17. Recorder(s): **Deon Wolfenbarger**

18. Date(s): **January 4, 2010**

19. Recorder Affiliation: **Three Gables Preservation**

20. Attachments
(check as many as apply)
_X_ Photographs
___ Site sketch map
___ U.S.G.S. map photocopy
_X_ Other _____
___ Other _____

21. Official determination
(OAHP USE ONLY)
___ Determined Eligible
___ Determined Not Eligible
___ Need Data
___ Nominated
___ Listed
___ Contributing to N.R. District
___ Not Contributing to N.R. Dist

Current Address: **221 Church Street**
Resource Number: **5GL.7.353**
NHL Resource Number: **B25-6**

Current Photograph
Date: **04/09/2009**

Current Address: **221 Church Street**
Resource Number: **5GL.7.353**
NHL Resource Number: **B25-6**

2005 Photograph

1998 Resurvey Photograph

Current Address: **221 Church Street**
Resource Number: **5GL.7.353**
NHL Resource Number: **B25-6**

1986 Survey Photographs

Current Address: **221 Church Street**
Resource Number: **5GL.7.353**
NHL Resource Number: **B25-6**

1986 Survey Photographs (cont.)

Historic photographs

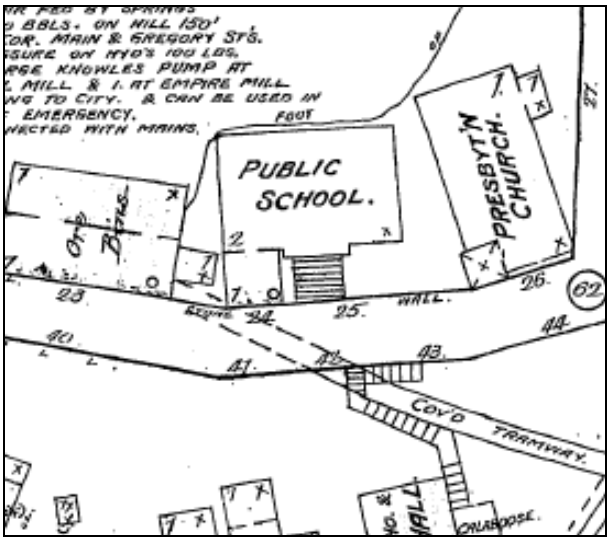
Ca. 1880

Current Address: **221 Church Street**
Resource Number: **5GL.7.353**
NHL Resource Number: **B25-6**

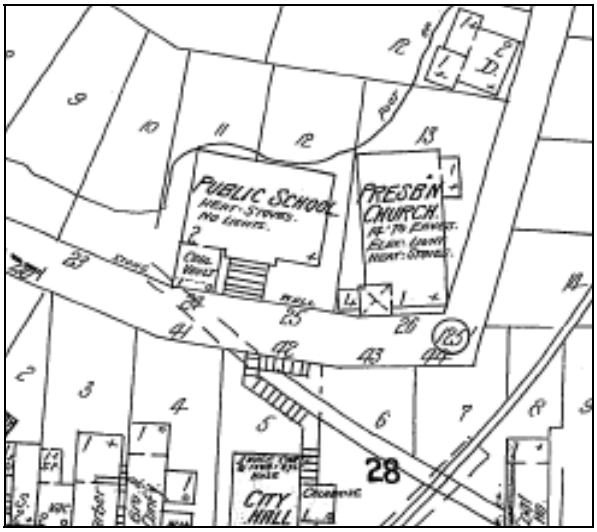
Historic photographs (cont.)

Ca. 1942

1886 Sanborn Map



1900 Sanborn Map



City of Black Hawk
Community Planning and Development
271 Gregory Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

LOCAL LANDMARK DESIGNATION FORM

Date: June 13, 2013

APPLICANT:

Name (Please Print):	City of Black Hawk
Physical Address:	201 Selak Street, Black Hawk, CO
Mailing Address:	P.O. Box 68, Black Hawk, CO 80422
Phone Number:	303-582-2200, City Manager
Email Address:	jlewis@cityofblackhawk.org

OWNER OF SITE IF DIFFERENT FROM APPLICANT:

Name (Please Print):	City of Black Hawk
Physical Address:	201 Selak Street, Black Hawk, CO
Mailing Address:	P.O. Box 68, Black Hawk, CO 80422
Phone Number:	303-582-2200, City Manager
Email Address:	jlewis@cityofblackhawk.org

NAME OF SITE: Include a map on an 8.5" x 11" page that shows location of site and site plan. Please type if possible.

Address of proposed designation:	221 Church Street, Black Hawk, CO 80422
Historic name:	Black Hawk School
Current name:	Black Hawk Police Department
Map:	See Attachment A: Site Map

DESCRIPTION: Current and original physical appearance, include photos documentary evidence of the qualifying age of the year structure was built (at least 50 years old) – photos should be from all directions of the site if possible.

This two-story, wood frame, rectangular plan building is a vernacular example of the Greek Revival Style. It has a side gable roof with a central projecting cross gable bay. The symmetrical façade features a recessed centered door with a rectangular transom and side lights, pedimented architrave trim, and pilaster cornerboards. Windows are double-hung, and the centered second-story windows are paired with a low-pitched triangular pediment. The building sits on a high stone foundation and is clad in horizontal lap siding. There is a bell tower and three brick chimneys. The site has a massive stone retaining wall; on the southwest is an arched opening, formerly the coal house for the school. (see Attachment B: Photos)

CATEGORY OF LANDMARK:

❑ Structure ❑ Site ❑ Home ❑ Object ❑ Property ❑ Park ✔ **Building**

CRITERIA FOR DESIGNATION: On a separate sheet of paper, please provide a detailed explanation on how the property meets the criteria for designation of one or more of the following [please check] below.

- ✔ **Exemplifies specific elements of an architectural style or period.**
- ❑ Is an example of the work of an architect or builder who is recognized for his or her national, statewide, regional or local expertise.
- ✔ Demonstrates superior craftsmanship or high artistic value.
- ❑ Represents an innovation in construction, materials or design.
- ❑ Represents a style particularly associated with the Black Hawk area.
- ❑ Represents a built environment of a group of people in an era of history.
- ❑ Represents a pattern or grouping of elements representing at least one (1) of the above-mentioned criteria;
- ❑ Has undergone a significant historic remodel.
- ❑ Is the site of a historic event that had an effect upon society.
- ✔ **Exemplifies cultural, political, economic or social heritage in the community.**
- ❑ Represents an association with a notable person.
- ❑ Is identified with historical personages or groups or which represents important events in national, state, or local history.
- ✔ **Enhances a sense of identity with the community.**
- ✔ **Is an established and familiar natural setting or visual feature in the community.**

HISTORIC DISTRICTS:
Districts proposed for local landmark designation shall contain properties that comply with the previous section (Criteria for Designation) hereof that are related by a pattern of physical elements or social activities. Significance is determined by applying the criteria of this Article to patterns and unifying elements.

1. Historic district designation will not be considered unless the application contains written approval of all property owners within the proposed historic district boundaries.
2. Properties that do not contribute to the significance of the proposed historic district may be included within the boundaries if the noncontributing buildings do not noticeably detract from the proposed historic district's sense of time, place and historic development. Noncontributing elements will be evaluated for their magnitude of impact by considering their size, scale, design, location or information potential.

MAJOR BIBLIOGRAPHICAL REFERENCES OR DOCUMENTATION OF HISTORIC SIGNIFICANCE: (Please use separate paper if necessary.)

Baker, Roger. Black Hawk: The Rise and Fall of a Colorado Mill Town. Central City, CO: Black Hawk Publishing, 2004.

Daily Central City Register, 21 September 1869; 30 May 1869; 3 December 1869.

Doggett, Suzanne and Holly Wilson. "Rural School Buildings in Colorado." National Register of Historic Places Multiple Property Documentation Form. 9 July 1996/March 1999 rev.

Granruth, Alan. *The Little Kingdom of Gilpin.* N.p.: Gilpin Historical Society, 2000.

Hollenback, Frank R. *Central City and Black Hawk Colorado: Then and Now.* Denver: Sage Books, 1961.

Norman, Cathleen & Linda Jones. *Up the Gulch: a Walking Tour Guide of Black Hawk, Central City and Nevadaville.* 2005.

Longino, Opal. "Gilpin County Schools Census Lists, District 3, 1890-1920, Black Hawk, Gilpin County, Colorado." Vol. 40. N.P.: Foothills Genealogical Society of Colorado, 1999.

Peterson, S. Molly and K. Ballard. "Historic Report: The Black Hawk School," Unpublished paper for ENVD 3015. University of Colorado-Boulder, 30 April 1992.

USE: Provide a narrative and architectural plans as appropriate describing the current and intended future use of the site/structure(s), as well as detailed restoration plans. Plans should discuss needed building renovations and restoration, if applicable, as well as defined maintenance and upkeep intentions.

The building will continue to be used as the headquarters for the City of Black Hawk's Police Department.

Attach additional information as needed to comply with the application

OWNER CERTIFICATION: I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate and that consent of those persons, without whose consent the requested action cannot lawfully be accomplished, has been granted. In addition, permission is hereby granted to the City of Black Hawk staff to physically inspect the subject property and take photographs as necessary for preparation of the case.

In making this application, I further certify that I have read and understand the requirements of Sections 16-425 of the Black Hawk Municipal Code pertaining to the criteria for designation.

I acknowledge that the benefits of local historic designation primarily include the recognition by the community and individual owners of our historic heritage, the informational and educational resources of the Historic Preservation Commission, and participation in the preservation of Black Hawk's rich past.

Signature: _____ Date: _____

Signature: _____ Date: _____

Do not write below this line.

Planning Approval: _____ Date: _____

HPC Approval: _____ Date: _____

City Manager Approval: _____ Date: _____

City Approval: _____ Date: _____

Continuation Sheets

Summary

The Black Hawk School at 211 Church Street is significant under Black Hawk's "Criteria for Designation" ***A: Exemplifies specific elements of an architectural style or period; C: Demonstrates superior craftsmanship or high artistic value; J: Exemplifies cultural, political, economic or social heritage in the community; M: Enhances a sense of identity with the community;*** and ***N: Is an established and familiar natural setting or visual feature in the community.*** Under Criterion A, it is one of the earliest extant school buildings constructed in the Colorado territory. It is an example of the Greek Revival style modified for a frontier school. Under Criterion C, the craftsmanship and attention to character-defining features, including the bell tower, are of a superior quality. Under Criterion J, its construction represents the interest in education by the citizens of Black Hawk, and the civilizing influence that resulted from the construction of a school building. Under Criterion M and N, it is among the most well-known and recognized local landmarks in Black Hawk. Along with the adjoining church building, it is visible in nearly all historic photographs of the town and remains today highly visible from many vantage points in the city due to its prominent location at the end of Church Street.

Elaboration: Architecture

While the exterior of the Black Hawk School exhibits elements of the Greek Revival Style, its interior reflects the programmatic needs and conventions of school design in the mid-nineteenth century. Schools required fresh air and light, resulting in large windows typically placed above eye level to avoid distractions. Black Hawk School's high location overlooking town simplified this problem, as the bustle of activities in the town took place at a considerably lower elevation than the school, resulting in fewer distractions for students. For ventilation, high ceilings were frequently used in school buildings. Simple exterior footprints, either square or rectangular, were less expensive to construct. However, the school's frame construction and clapboard siding may have had more to do with the designer of the building than the expense of constructing in masonry. Woodbury & Co. was responsible for running the advertisement and accepting the bids for the contract for building the Black Hawk School. As a firm that specialized in plans and buildings, they also exclusively used "Bear Creek Lumber."[1] Their association with the lumber company may have led them to design a frame building, in contrast with the stone building that was being constructed for the Central City school at the same time.

In spite of its frame construction, the building was not without stylistic influences. Character-defining features of this style include the low pitched gable roof, pilastered corner boards, front door surrounded by sidelights and a rectangular line of transom lights above, and the door and lights incorporated into a more elaborate door surround. The six-pane windows sashes were also typical of the Greek Revival Style. The bell tower was a symbol of the school's status.

History: Gilpin County Schools

During the early years of Black Hawk's history, Colorado was still a U.S. territory, and there were few federal and no state requirements for schools. The Land Ordinance of 1785 required territories to set aside section sixteen of each township to support education; by 1848, Congress changed this to require territories to reserve a second section (section thirty six) for school purposes. However, it was left to the territorial legislatures to actually implement a school system. In Colorado, the earliest schools were private. Public schools were formed after a comprehensive school law passed in Colorado's first Territorial Legislative Assembly in 1861. This law provided for the biennial election of a County Superintendent in each county. In 1862, the Second Territorial Legislature adopted a method of financing schools in order to reduce the tax burden on individual property owners. For each new mineral lode discovered, one claim of one hundred feet was to be set apart and held in perpetuity for schools. Unfortunately, this was not enforced, and as a result, it did not provide funding as hoped.[2]

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[1] S. Molly Peterson and K. Ballard, "Historic Report: The Black Hawk School," Unpublished paper for ENVD 3015, University of Colorado-Boulder (30 April 1992) 1-4 & 5.

[2] Suzanne Doggett and Holly Wilson, "Rural School Buildings in Colorado," National Register of Historic Places Multiple Property Documentation Form, (9 July 1996/March 1999 rev.) Section E, pg. 7.

After the territorial school legislation, Boulder County opened the first public school in the Colorado territory in 1860, followed by Arapahoe and Gilpin Counties in 1862. Gilpin County organized its public school district in 1862, when David Collier was elected as superintendent in October after the first man elected failed to qualify. Prior to this, the only schools were parochial, and were taught by the local minsters; since these charged tuition, many children could not attend. Gilpin County was originally divided into five school districts centered around the mining towns: Black Hawk, Central City, Nevadaville, Rollinsville, and Russell Gulch; Black Hawk was District #3. As the county's population grew, additional districts were added when petitioned, eventually numbering thirteen: Apex, Bay State, Hughesville, Lake Gulch, Mountain House, Quartz Valley, Thorn Lake, and Tolland. The term length of the school year was decided by each of the individual school boards, and would vary based on the amount of money, number of children, the length of time a teacher would stay, and well as travel difficulties The schools in Mountain House, Rollinsville and Thorn Lake, for example, were "summer schools," holding terms from March to either October or early November.

District #	Name	Date Organized	Comments
1	Central City, Gilpin	1862	
2	Bald Mountain, Nevadaville	1862	
3	Blackhawk	1862	
4	Lake Gulch, Rollinsville	1862	
5	Russel Gulch	1862	
6	Hughesville, Bedford City	1879	
7	Rollinsville, Gold Hill, Pergio School	1881	
8	Mountain House	1881	
9	Bay State	1887	
10	Thorn Lake	1889	
11	Apex, Up School, Pine Creek	1890	
12	Quartz Valley, Lower Clear Creek School	1894	
13	East Portal, Tolland, Moffat Tunnel	1924	
67J	Union High School	1908	Joint w/ Boulder
67J	Gilpin County High School	1921	Joint w/ Boulder
RE - 1	Gilpin County	1959	
RE - 2	Boulder Valley	1961	Joint w/ Boulder

In 1877, the county teachers formed their first teachers' association and worked on a course of study. Studies at all of the county's districts ended at the eighth grade, though, and the citizens realized the need for a high school. This was an area of controversy in the county, though, with districts like Black Hawk feeling that a high school would primarily benefit Central City. The Central City High School was finally built, though, with its first graduating class in 1888. Students from other districts in the county could attend if they paid tuition. At first, the tuition was the responsibility of the students, but eventually this was taken over by the district. This school later became the Gilpin County High School.

In the twentieth century, school consolidation was promoted across the county to equalize educational opportunities, and to make rural schools as efficient and provide an education equal to those in urban areas. In Colorado, schools in rural areas were particularly affected by the Great Depression and the Dust Bowl in the 1930s, which drove many residents from their farms. As Americans migrated from rural to urban settings

throughout the twentieth century, rural school districts saw decreasing student populations which often those districts to consolidate on their own. Improved road systems and transportation allowed students to be bussed at greater distances, negating the need for a one-room school house within walking distance. To accommodate the changing requirements for public education, Colorado statutes provided for new school district to form through a petition of the parents, as well as for the consolidation or abolishment of adjoining school districts in order to form a consolidated school. In the 1930s, statewide committees formed to study public education and school consolidation, but action was delayed after the onset of World War II.[3]

Colorado's legislature passed House Bill #900 in 1949, the School District Reorganization Act, for "the general improvement of the public schools of the state by the reorganization of existing school districts into generally larger areas to equalize the benefits and burdens of education throughout Colorado." County committees were charged with developing a consolidation plan that was to be approved by the state, with the intent to have plans in place for all counties by July 1, 1952. The legislature extended the deadlines twice, with the final deadline of June 30, 1959.[4] The Gilpin County district's plan for consolidation was completed for this final deadline in 1959. Some of the smaller districts were incorporated into Boulder Valley School district boundaries, with the majority folded into Gilpin County RE-1.

History: Black Hawk School

On November 7, 1863, a meeting to organize the Black Hawk district #3 and its school board was held at the law offices of Reimine & Marsh on Chase Street (Alvin Marsh would later go on to serve as Colorado Attorney General). H.P. Cowenhoven was selected as the first president of the school board, and Marsh was secretary. The group levied a mill tax to supply funding for teachers' salaries and other school needs. With an average of 120 students during the first term, which lasted from early 1863 until April 1864, the Black Hawk district had to hire two teachers, John Schellenger and Miss Batchelder.[5] According to transcribed notes taken from minutes of the district, the first building used for school in Black hawk was a log cabin next to the Gilpin Hotel.

By February 1865, the levy had raised over $8,500, and the city decided to purchase land for a permanent school house. On March 10, 1869, the school board bought the lots "near the Presbyterian Church as the most desirable and cheapest."[6] This prominent location also placed the school above the grit and dirt of the mills, and the bustle of the commercial center of town. Just a few months after purchasing the land, plans were ready for the new school and bids for construction were published in the *Daily Central City Register.* Starting on May 30, 1869, and running for only four days until June 3rd, 1869, the following was noticed:

> Notice to Contractors: Bids will be received at the office of Woodbury & Co., in Black Hawk, until Thursday evening, the 3rd day of June 1869, for grading the foundation for public school house for the City of Black Hawk. Also for building a wall in front of the lots. Bids will be received for both together, or separately. Plans and specification may be seen at the office of Woodbury & Co., Black Hawk. By order of the Building Committee, May 29th, 1869.[7]

In the same newspaper, the firm of Woodbury & Co. also ran advertisements as specialists in "contracting, drawing, plans and builders." Although the original plans for the school have not been discovered, it is possible that Woodbury & Co. were the architects and designers of the building.[8]

By September 1869, the progress on the school was a source of jealously between Black Hawk and Central City, with the *Daily Central City Register* noting not only the fast construction pace, but the fact that the citizens of Black Hawk had taken additional steps to insure the school's funding.

> The Black Hawk people are ahead of us in public enterprise. Their new school house, provided for by bonds, as was ours, is well under way and will be finished this fall, while ours is topped at the foundation, with an "indefinitely postponed" for a capstone. Our neighbors finding that their

[3] Ibid., Section E, pp. 7-10.
[4] Ibid., Section E, pg. 10.
[5] Alan Granruth, *The Little Kingdom of Gilpin* (n.p.: Gilpin Historical Society, 2000) 16.
[6] Ibid.
[7] *Daily Central City Register*, Vol. VII, No. 262 (30 May 1869) 4.
[8] Peterson and Ballard, 1--5.

> bonds could not be disposed of in outside markets, furnished the money themselves and took the bonds, thereby insuring the work they had resolved on.[9]

The newspaper continued to report on progress until it was the building was completed in February 1870. In December 1869, a detailed description of the building's features was included in the newspaper.

> The public school house at Black Hawk is a credit to the town. It is 40 x 60 feet on the ground and two stories high. In it are four school rooms and a recitation room. Three of the rooms are 22 ½ feet by 38 ½ feet, the fourth is smaller, the recitation room having been taken from it. The rooms are 11 ½ feet high, which is a little lower than we should prefer, and we have some doubts whether the ventilation is sufficient, but this latter defect, if such an one exists, can easily be remedied. The stairs leading form the street are a little abrupt but are the best that could be put in. The stairs within are broad and easy of ascent. The house is a credit to Black Hawk and would be to any town in Colorado or the west. It will accommodate from two hundred to two hundred and fifty without inconvenience. The plastering is being done by Wm. Jones & son, and is a good job so far, and we know of no one who can do it better. The color of the outside is good and, indeed, the entire work. The furniture inside will be all of the best iron and hard wood make. Black Hawk in the matter of her public school house is ahead of every other place in Colorado and has a teacher at the head of her schools who cannot be excelled.[10]

The first classes in the building were held on Monday, February 28, 1870. Not only was the opening of the new school front page news in the *Daily Central City Register* (see Attachment C for the full article), but it was covered in Denver's *Rocky Mountain News* as well. The cost of the building, including excavation, came in under budget at $14,538.32. The school building was also completed on schedule and before Central City.[11] The annual expenses for the school were budgeted at $3,462. For the new school year beginning in September 1870, there were three teachers: S. P. Lathrop was principal and taught thirty-two students in the grammar department; Miss Birdsall taught thirty-four in the intermediate department; and Miss Snyder had the largest group of seventy-six in the primary department. Due to the scarcity of unmarried women in the Colorado territory, turnover was high among teachers.[12] Increasing student enrollment also added to the difficulty of finding teachers. During the height of the school's enrollment, the school employed seven teachers.[13] Black Hawk often fared better than the county's rural districts in attracting teachers. One teacher in the 1870s, Edward O. Wolcott, later became a U.S. Senator.[14]

Along with the city's population, student enrollment grew quickly during the 1870s and 1880s. In 1880, the school census showed 464 eligible students, with an average attendance of 350. This put a significant strain on the building, which was designed to hold 200 to 250 students.[15] In 1881, the student census showed Black Hawk with 308 students, the second largest district in the county, behind Central City's 731 students. Student census for 1895 lists 299 students; in 1896: 286; 1897: 342. The high number of students in not only Black Hawk's school, but throughout the county, resulted in overcrowded conditions, which in turn caused discipline to be one of the prime concerns of the district in 1897. In 1900, attendance increased again in Black Hawk. In 1902, it rose to its highest ever with 373 enrolled students. However, the actual attendance was often very different from the school census. On the first day of school in September 2, 1902, only 210 students showed up to the Black Hawk School, which then had five teachers and principal J. H. Matthews.

In spite of the continued growth of students beyond the school's capacity, there were few physical changes to the building over the years. In 1878, a steep staircase was built leading from Gregory Street up to the school, to provide a shortcut for students. It included a platform over the newly built Colorado Central Railroad tracks that went around the edge of Bates Hill.[16] The hill was also the site of a near-tragedy the same year. In early

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[9] *Daily Central City Register,* Vol. VIII, No. 49 (21 September 1869) 4.
[10] *Daily Central City Register,* Vol. VIII, No. 111 (3 December 1869) 4.
[11] Peterson and Ballard.
[12] Granruth, 17.
[13] Peterson and Ballard, 1-6.
[14] Cathleen Norman and Linda Jones, *Up the Gulch: A Walking Tour Guide of Black hawk, Central City and Nevadaville* (Lakewood, CO: Preservation Publishing, 2005) 22.
[15] Ibid.
[16] Granruth.

January 1878, the school principal, Professor Davis, fell down the "embankment east of the school building" while engaged in sports with the children. A week later, the paper reported that "Professor Davis is convalescent. The city has erected a strong fence on the Church street near the brink of the embankment easterly from the Presbyterian Church."[17]

Since the adjoining church building was vacant, by 1900 classes were held in the church to alleviate the over-crowding of the school house. In October 1907, the Black Hawk school district purchased the adjacent church building and lots 13 and 14 from the First Presbyterian Church of Black Hawk for $600. Shortly thereafter the church was converted for use as the school gymnasium.[18]

Although the conditions may have been crowded up through 1910, the quality of education was always considered first-rate. Black Hawk's school received national distinction around the turn of the twentieth century. In 1892, preparations began on an exhibit of work done in the Black Hawk School, consisting of examples in all subjects. According to district notes, "the papers were works of art." Framed in glass, they showed the school to such an advantage that a similar exhibit won a bronze medal when entered at the World's Fair in St. Louis in 1904. Black Hawk's exhibit at the World's Fair was even commended by a national periodical, the *Woman's School Journal:*

> There was a case from a town which has only five teachers, the only town of its size getting into the display, and if there was anything in the entire exhibition which exceeded it, my eye was at fault. That town was Black Hawk.[19] (Baker)

The same exhibit was set to the Colorado State Fair in Pueblo where it and won first place. For many years, the certificate was displayed in the eighth-grade room, and the original entries were in a glass case in the hallway.[20] It took a while for the medal to actually arrive, but it finally arrived in August 1905. To celebrate this honor, the City decided to organize festivities, and the following March 30, 1906 was declared "Medal Day." The newspaper's report afterwards recorded that:

> All the rooms in the building were devoted to exhibits. The halls and stairway wells were also decorated beautifully with work of the students, and all leading toward the Principal's room, where placed amid wonderfully executed work of the upper grades hung in a handsome brown frame the dignified diploma awarded the school at the World's Fair at St. Louis, and under it the beautiful bronze medal itself…The medal, which is about the size of a silver dollar set in a double faced circular black frame so arranged that by turning it over the other side may be seen, shows on the front a stately figure of Columbia, with powerful gesture spreading out the cloak of education to envelop the slight, appealing figure standing before her. The second figure represents the Young of the Land, and back of the two, the sun is rising. On the reverse of the medal is the American Eagle, with wings spread, beneath which are two dolphins representing the great oceans that bound us on the east and west. …So great was the interest around that on Sunday morning Prof. Matthews opened the school house and with the president of the Board received many fathers and brothers of the children, as well as former pupils, whose work on week days made it impossible for them to accept the invitation on Friday.[21]

The history of the school was not without its controversy, however, particularly over the organization of the Black Hawk school board. Initially it functioned as a city department; thus after the Central City fire in 1874, the city council tried to divert school funds to purchase fire equipment, which would have resulted in the closing of the upper grades. (Baker) Another controversy of a different nature occurred in 1882, when Principal Smith "was charged with using Don Quixote as a text book" by superintendent Dormer, with the latter's interpretation that the book was overtly sexual in nature. This event even made the *Rocky Mountain News*, and a public meeting was called to discuss the issue. Professor Smith's understanding of Spanish and Latin were proved superior to that of Dormer, and the matter was laid to rest.[22]

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[17] Roger Baker, *Black Hawk: The Rise and Fall of a Colorado Mill Town* (Black Hawk, CO: Black Hawk Publishing, 2004) 127.
[18] Frank R. Hollenback, *Central City and Black Hawk Colorado: Then and Now* (Denver: Sage Books, 1961)
[19] Baker, 235.
[20] Granruth, 18.
[21] Baker, 235-236.
[22] Patterson and Ballard, 1-6.

Along with the economic fortunes of Black Hawk and the city's population, student enrollment began to drop considerably in the 1910s. In 1909, there were 352 students enrolled in the Black Hawk school; in 1911, that number had dropped by over 150, down to 191. By 1915, there were only 102 students according to the census, and by 1920, that figure had dropped to only 73 students.[23] These figures continued to drop, and even if the state had not forced counties to come up with a consolidation plan, it is likely that the school would have been unable to afford operations. After the Gilpin County schools were consolidated in 1960, Black Hawk's School was closed and the building sat empty for over three decades. In the 1990s, it was converted for use as the headquarters for the Black Hawk Police Department, which it still serves today.

[23] Opal Longino, "Gilpin County Schools Census Lists, District 3, 1890-1920, Black Hawk, Gilpin County, Colorado," Vol. 40 (n.p.: Foothills Genealogical Society of Colorado, 1999).

RESOLUTION 46-2023

A RESOLUTION APPROVING THE REQUEST OF THE NEW PROPERTY OWNER OF 101 HORN STREET TO REMAIN IN THE QUEUE FOR PARTICIPATION IN THE CITY OF BLACK HAWK HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND GUIDE TO PROGRAMS FOR A REHABILITATION AND PRESERVATION EASEMENT

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 46-2023

TITLE: A RESOLUTION APPROVING THE REQUEST OF THE NEW PROPERTY OWNER OF 101 HORN STREET TO REMAIN IN THE QUEUE FOR PARTICIPATION IN THE CITY OF BLACK HAWK HISTORIC RESTORATION AND COMMUNITY PRESERVATION FUND GUIDE TO PROGRAMS FOR A REHABILITATION AND PRESERVATION EASEMENT

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 request of property owner Shujie Yan to remain in the priority queue for participation in the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs (the "Program") for a Rehabilitation and Preservation Easement based on the previous application filed for participation in the Program by the previous owner of the Property.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:
To consider a motion to approve the request of the new property owner, Shujie Yan, of 101 Horn Street, to remain in the queue for participation in the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs for a Rehabilitation Grant and Preservation Easement based on the previous application filed for participation in the Program by the last owner of the Property.

RECOMMENDATION:
Staff recommends the following motion to the Mayor and Board of Aldermen:
MOTION TO APPROVE Resolution 46-2023, a Resolution approving the request of the new property owner of 101 Horn Street to remain in the queue for participation in the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs for a Rehabilitation and a Preservation Easement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On January 19, 2023, Shujie Yan purchased from Daniel Foster 101 Horn Street. Ms. Yan is a United States Air Force Captain stationed in Kunsan Air Base, South Korea.

On May 11, 2023, Community Planning and Development received a request from Shujie Yan requesting 101 Horn be allowed to remain in the priority queue for participation in the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs for a Rehabilitation Grant and Preservation Easement based on the previous application filed for participation in the Program by the last owner of the Property.

The City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs for Rehabilitation and Preservation Easement adopted under Resolution 45-2022 on June 22, 2022, states in Section 1 Program Overview, Subsection e. General Program Information, Paragraph Number 7:

> Once a Property Owner has submitted an application to the City of Black Hawk for any of the Categories of Assistance, Community Planning and Development will place the Property Owner's name and address (first-come, first-served basis) on the list of potential recipients for such Rehabilitation/Preservation Easement categories.
>
> ***If such Property is subsequently sold to a new Property Owner, the new Property Owner's name shall remain in the same priority only if the previous Property Owner notifies the City of Black Hawk in writing with the new Property Owner's contact information at least 45 days prior to the closing.***

Upon receipt of the new Property Owners information, the Community Planning and Development Department shall notify the new Property Owner of the opportunity to have the Property stay on the list of upcoming Preservation Easement projects.

The new Property Owner shall have 45 calendar days to respond to the City's request with a Letter of Intent.

Community Planning and Development shall provide to City Council a copy of the new Property Owner's Letter of Intent for review and approval.

If the new Property Owner does not notify the City of Black Hawk in writing with a Letter of Intent within the 45 days after receiving the notification letter, the original application from the previous Property Owner will be deemed of no effect, and the Property will be removed from the list.

Shujie Yan's mother, De Wu, is the legal representative for this Property. Communication between the previous owner, the legal representative, and Community Planning and Development staff was challenging. Considering that Shujie Yan was unaware of the importance of communicating directly with this office, Staff recommends City Council approve Shujie Yan's request to remain in the priority queue for participation in the City of Black Hawk Historic Restoration and Community Preservation Fund Guide to Programs for a Rehabilitation and Preservation Easement based on the previous application filed for participation in the Program by the last owner of the Property.

A copy of the queue is listed below. Because full rehabilitation takes priority over the site and rock wall work, 101 Horn is now in position Number 7.

City of Black Hawk
Historic Restoration and Community Preservation Fund Guide to Programs
Rehabilitation Grant and Preservation Easement
Program Queue
Full Rehabilitation - Priority

Current Position	Previous Position	Address	Type	Grant #	Project #	Status #
1	1	121 Marchant St	Full Rehab	2010.06	16012	2023
2	2	187 Clear Creek St	Full Rehab	2007.07	16013	2023
3	5	311 High St	Full Rehab	2011.05		
4	6	150 Chase St	Full Rehab	2012.01		
5	9	341 High St	Full Rehab	2014.15		
6	10	261 Church St	Full Rehab	2015.01		
7	12	101 Horn St	Full Rehab			
8	14	193 Clear Creek St	Full Rehab			

9	15	271 High St	Full Rehab			
10	16	140 Chase St	Full Rehab/Site Work			
11	3	171 Marchant St	Site Work Rock Wall	15-2011		
12	4	101 Hillside St	Site Work Rock Wall	18-2011		
13	7	321 High St	Site Work Rock Wall	2013.01		
14	8	151 Marchant St	Site Work Rock Wall	2014.01		
15	11	251 Church St	Site Work Rock Wall/Drainage	2016.01		
16	13	111 Hillside St	Site Work Rock Wall			
17	17	271 Church St	Site Work			
18	18	235 Chase St	Site Work Rock Wall			

AGENDA DATE: May 24, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

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

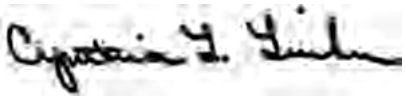
DOCUMENTS ATTACHED: Resolution 46-2023
Shujie Yan - Request

RECORD: [ ]Yes [X]No

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

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

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:

Stephen N. Cole, City Manager

DEPARTMENT OF THE AIR FORCE
8TH FIGHTER WING (PACAF)
KUNSAN AIR BASE, REPUBLIC OF KOREA

11 May 2023

MEMORANDUM FOR CYNTHIA LINKER

FROM: CAPT SHUJIE YAN

SUBJECT: Request to Remain in Queue for Property Rehabilitation

1. I am the new property owner of 101 Horn St, Black Hawk, CO 80422.

2. I'm writing to formally request the city of Black Hawk and Community Planning & Development section to allow the property to remain in queue for rehabilitation, based on the previous owner's application.

3. If you have future questions or concern that require my attention, please contact De Wu, my legal representative for the duration of my overseas tour.

YAN.SHUJIE.1399516958
Digitally signed by YAN.SHUJIE.1399516958
Date: 2023.05.11 15:12:21 +09'00'

SHUJIE YAN, Capt, USAF, DC
General Dentist
8 OMRS/SGXD

RESOLUTION 47-2023

A RESOLUTION APPROVING EXPENDITURES IN THE TOTAL AMOUNT NOT TO EXCEED $116,326.55 FOR THE CITY'S EXTERIOR PAINT PROGRAM

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 47-2023

TITLE: A RESOLUTION APPROVING EXPENDITURES IN THE TOTAL AMOUNT NOT TO EXCEED $116,326.55 FOR THE CITY'S EXTERIOR PAINT PROGRAM

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

Section 1. The City Council hereby approves expenditures in the total amount not to exceed One Hundred Sixteen Thousand, Three Hundred Twenty-Six Dollars and Fifty-Five Cents ($116.326.55) to be paid to Independent Painting for the 2023 Exterior Paint Program for the following properties: 231 Chase Street, 250 Chase Street, 197 Clear Creek Street, 301 High Street, 231 Horn Street, and 111 Marchant Street.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approving expenditures in the total amount not to exceed $116,326.55 for residential properties 231 Chase Street, 250 Chase Street, 197 Clear Creek Street, 301 High Street, 231 Horn Street, and 111 Marchant Street participating in the 2023 Exterior Paint Program.

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

MOTION TO APPROVE: *Resolution No. 47-2023, a Resolution approving expenditures in the total amount not to exceed* $116,326.55 *for the City's Exterior Paint Program.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On April 27, 2022, Resolution 29-2022 approved a Professional Services Agreement with Independent Painting to be the paint contractor for the 2022 Exterior Paint Program. Then on January 11, 2023, Resolution 2-2023 again approved a Personal Services Agreement with Independent Painting to continue as the paint contractor for the 2023 Exterior Paint Program.

In June 2022, Community Planning & Development (CP&D) contacted all residents eligible to participate in the 2023 Exterior Paint Program, with a deadline to reply by July 15, 2022. Staff then scheduled site visits in November 2022 with all the residents interested in participating in the program. The site visit allowed Independent Painting and the City to generate a scope of work and create the proposals and a timeline. After receiving the initial proposal, the City requested Independent Painting revisit and to provide additional savings.

Below is a breakdown of the participating properties and accumulating total:

2023 EXTERIOR PAINT PROGRAM			
PROPERTY ADDRESS	**PROPOSAL**	**5% DISCOUNT**	**NEW TOTAL**
231 Chase Street	$18,436.00	$921.80	$17,514.20
250 Chase Street	$30,346.00	$1,517.30	$28,828.70
197 Clear Creek	$14,560.00	$728.00	$13,832.00
301 High Street	$25,632.00	$1,281.60	$24,350.40
231 Horn Street	$10,255.00	$512.75	$9,742.25
111 Marchant – the nearly $800 increase on this property is due to the front deck was originally excluded. It has since been added back in to the Scope of Work	$23,219.90	$1,160.90	$22,059.00
TOTAL AMOUNT	**$122,448.90**	**$6,122.35**	**$116,326.55**

The total expenditure for the 2023 Exterior Paint Program is currently $116,326.55, exceeding the approved budget of $100,000.00. Because the City entered into a contract with Independent Painting in January 2023 and Independent Painting cleared its schedule making the City a priority, City Staff recommends approval of the total expenditure not to exceed $116,326.55. If City Council approves the cost, the painting will start in June 2023 and end in September 2023.

As requested, CP&D will reevaluate the Exterior Paint Program and will return to City Council with recommendations for future cost-saving measures before starting the 2024 Exterior Paint Program.

AGENDA DATE:	May 24, 2023
WORKSHOP DATE:	N/A
FUNDING SOURCE:	010-1101-4115813 Program Expenses/Residential Paint Program - Approved Budget $100,000
DEPARTMENT DIRECTOR APPROVAL:	[X]Yes [ ]No
STAFF PERSON RESPONSIBLE:	Cynthia L. Linker, CP&D Director
DOCUMENTS ATTACHED:	Resolution 47-2023 Individual Property Packets
RECORD:	[ ]Yes [X]No
CoBH CERTIFICATE OF INSURANCE REQUIRED	[ ]Yes [X]No
CITY ATTORNEY REVIEW:	[X]Yes [ ]N/A

SUBMITTED BY:

Cynthia L. Linker, CP&D Director

REVIEWED BY:

Stephen N. Cole, City Manager

May 9, 2023

Honorable Mayor and Board of Aldermen:

Once again, I wanted to say thank you for the City of Black Hawk's continued business over the past 15 years.

Going back to 2009, when I was first awarded contracts for the City's paint program, I was honored to work on the historic properties then and as I am today. Throughout those years, my business has also worked on many of the City's historically significant privately owned commercial properties and worked on several major city-funded historic restoration projects under a general contractor. Working in the City in several capacities, I have seen many other painting contractors come and go. I want to think that my reputation for delivering a quality product with excellent customer service has perpetuated my business to this day.

Like in the days of old in the City of Black Hawk, the businesses that made it in the long term were those that were trusted by the community, and I know that I am another businessman in that long, storied history that left their mark on what those forebears left for us to maintain and carry on.

Simply put, I am offering a discount on my original pricing as a sign of appreciation for our long-term business relationship, a relationship which I want to maintain for many more years to come.

Kindest Regards,

Eric Miller
Independent Painting

231 CHASE STREET

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Independent Painting

Mobile: 720-938-5398
PO Box 672
Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 010123
Sheet No. 1
Date 01-01-23 Updated 5-6-23
Prepared by: Eric Miller
Work to be Preformed at: 231 Chase St

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of…

Exterior Repaint of 231 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Prime exterior as needed using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, facia, casing, etc..
4. Remove, repair, prime and repaint storm windows.
5. Tape/Caulk all windows glass to sashes to insure a good seal on glass.
6. Set any nails and or secure loose siding/trim as needed.
7. Paint trim complete w/ 2 coats of Behr "Ultra" ext. satin:_____
8. Paint body complete w/ 2 coats of Behr "Ultra" ext. satin:_____
9. Paint accents (window sashes/crown molding) complete w/ 2 coats of Behr "Ultra" ext. satin:_____
10. Repair/remount iron entry gate.
11. Repaint decorative metal caps @ roof hips.

12. Fencing: sand/wire brush as needed, then spot prime rust inhibiting primer. Finish all fencing using up to two coats of Sherwin Williams exterior "DTM (Direct to Metal)" semi-gloss black. This includes front fence and front porch fence.

*it is noted that the one painted shed to west is included. Other raw wood decking, railing, stairs attached too board & batten out-bldgs. are NOT included in this proposal.

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of:
Original price $18436.00(-5% discount @ $921.80) ~~$17514.00~~ $17,514.20

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature DocuSigned by: David Forsyth CE1D75E4D8EF4CE... Date 5/12/2023

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BLACK HAWK

CITY OF BLACK HAWK

RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS

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APPENDIX 2: PROJECT PROCESSES AND DOCUMENTATION REQUIREMENTS 17

Exhibit A: Residential Exterior Paint Program – Application

Exhibit B: Residential Exterior Paint Program – Agreement

Exhibit C: Federal and State Tax Liability Reimbursement - Forms

Approved by Resolution 13-2021 on March 17, 2021

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The Program preserves the architectural character of the residential properties within the Historic Residential District.

2. The Program provides the Property Owner with the resources and financial assistance needed to maintain the exterior paint on residential buildings.

3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. Application: A formal request to participate in the Exterior Residential Paint Program. Applications are considered in the order received.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Building Official: The City official is charged with the responsibility of administering and enforcing the City's building codes.

4. Certificate of Architectural Compatibility: Land use process to document an exterior improvement to a property, such as a color change.

5. City of Black Hawk Residential Design Guidelines: Guidelines developed to help preserve the City's character with exterior improvements to buildings.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City Manager: The City Manager is the chief administrative officer for all departments of the City, is appointed by the City Council, and shall have and exercise all the administrative powers vested in the City.

8. City Staff: An employee of the City of Black Hawk or an entity designated by the City of Black Hawk to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program

9. Construction Hard Costs: Costs related to labor, materials, and overhead.

10. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly associated with the physical installation of the Scope of Work.

11. Exterior Residential Paint Program: A funding source from the City of Black Hawk administered directly between the Property Owner and Paint Consultant.

12. Grant Program Agreement: The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.

13. Grant Recipient: Any person or their authorized agent / designated representative who the City of Black Hawk awards an Exterior Residential Paint grant.

14. Guide to Programs: This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.

15. Municipal Code: A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.

16. Outbuildings: Accessory structures to the original building.

17. Paint Consultant: The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.

18. Property Owner: Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.

19. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

20. Residential Properties: Properties within the City Limits of Black Hawk.

21. Site Vist Checklist /Scope of Work: This is a guide to help the Paint Consultant and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.

22. Substantial Completion: The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close out the project.

23. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) full access to the Property under consideration to complete the Scope of Work. The easement is only valid for the duration of the construction period.

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24. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Receipt of a Residential Exterior Paint Grant is taxable income to the Property Owner.

2. Under this Residential Exterior Paint Program, funds awarded under the State and Federal income tax laws are considered income.

3. The City reports approved and awarded Grants to State and Federal taxing authorities in the manner provided by applicable law.

4. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to State and Federal authorities due to receiving a Grant under this Program.

5. The Property Owner should consult with their tax advisor about whether the one-time first-round reimbursement is income and gives rise to additional State and Federal income tax liability.

6. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Residential Exterior Paint Program.

7. The City is not responsible for the payment of any tax liability associated with participation in the Residential Exterior Paint Program.

8. The City of Black Hawk provides a one-time first-round reimbursement of a Property Owner's State and Federal income tax liability in association with a Residential Exterior Paint Grant's receipt. The second-round tax liability is the full financial responsibility of the Property Owner.

9. The City encumbers dollars in its accounting system to accommodate a one-time first-round payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such amount and delivering it to the City of Black Hawk Finance Department.

10. A Property Owner is required to submit documentation for the one-time first-round tax payment reimbursement during the calendar year(s) following the Grant funds' receipt.

11. Suppose the one-time first-round reimbursement is not requested within the time limits set forth herein. In that case, the encumbered funds will no longer be available to the Property Owner for State and Federal tax payment reimbursement. Such encumbered funds will be reallocated back into the City budget for other purposes.

12. The City of Black Hawk does NOT reimburse the Property Owner for any additional State and Federal income tax liability that might arise from the one-time first-round reimbursement.

13. Regardless of the City's agreement to compensate Grant recipients for the one-time first-round State and Federal tax burden of a Grant, the obligation to pay any taxes, including the second round, remains the Property Owner's responsibility as the Grant recipient.

14. The Residential Exterior Paint **Grant Program Agreement** sets forth the terms and conditions of participation in the Program.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. ELIGIBILITY

1. Participation in the Residential Exterior Paint Program requires an **Application – See Exhibit A.**

2. Eligible properties are located within the Black Hawk City limits.

3. Each Residential Property is initially considered to participate in the Program under the initial five (5) year cycle. Once a Residential Property has received funding under the initial five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

4. All funding is subject to the availability of grant funds. The City Manager allocates in the exercise of their sole discretion and is further subject to the annual budget and appropriation of the General Fund by the City of Black Hawk City Council.

5. Items covered under the Program include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, previously painted gutters, downspouts, and vertical concrete. A site walk will identify incidental and major repairs.

6. The Property Owner undertakes the financial responsibility for repairs.

7. The Property Owner promptly undertakes the improvements and other repairs identified by the City. The Property Owner has two (2) months to complete the repairs and painting, which time period shall begin upon the issuance of a building permit by the City to start the Project.

8. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

9. Both historic and non-historic elements are eligible under the Program.

B. LEGAL REQUIREMENTS

1. Along with the approval of an Application by the City, the Property Owner must enter into legal agreements with the City which describe the terms for participation in the Residential Exterior Paint Program.

2. Participation in the Residential Exterior Paint Program requires at a minimum an **Application**, Residential Exterior Paint **Grant Program Agreement**, a W-9 Form, a Scope of Work, a Building Permit, a Check and Payment Request Reimbursement form, and **Federal and State Tax Liability Reimbursement**.

3. Additional documents such as a Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, or Certificate of Architectural Compatibility may also be required.

4. The Property Owner promptly undertakes the construction of improvements and other repairs of the Property identified by the City. The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit by the City to start the Project.

5. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

C. RESIDENTIAL EXTERIOR PAINT PROGRAM PROVISIONS

1. The Residential Exterior Paint Program is a private project by the Property Owner reimbursed by the City.

2. Property Owners recommended for funding are notified by email when the City makes a final decision.

3. Property Owners not selected by the City will be notified by email explaining the reason(s) for rejection. Those Property Owners may meet with City Staff to discuss the factors that resulted in the Application's rejection. The City schedules Board of Appeals hearings before the Black Hawk City Council acting as the Board of Appeals.

4. The City recommends the Property Owner consults with a qualified tax advisor on the financial impacts of participating in the Program.

5. If a Full Site and Building Grant under the Historic Restoration and Community Preservation Grant Program is Granted within three (3) years of the City Granting a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the Full Site and Building is approved and financed.

6. A Residential Exterior Paint Program Grant is only permitted to a Residential Property once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

7. Neither a Property Owner nor a relative of the Property Owner can be the Paint Consultant, subcontractor, or material supplier.

8. The Property Owner assigns a Power of Attorney if they cannot physically be present in Black Hawk during the Project.

9. If a Property Owner owns multiple Residential Properties, an Application must be made for each eligible Property. Properties are placed on the list in the order in which the Applications are received.

10. The Property Owner undertakes the construction of improvements and other repairs of the Property approved by the City promptly. The Property Owner has two (2) months to complete the Project (repairs and paint), which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to start the Project.

11. The Program is not a substitute for routine maintenance or a Property Owner's property insurance coverage.

12. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the Program.

13. When the City makes certain expenditures to benefit a property in reliance upon a signed Application, the Property Owner agrees to be bound by the terms and conditions in the Residential Exterior Paint Guide to Programs and to complete the Project outlined in the Scope of Work. The Property Owner further agrees that if they decide not to proceed with the Project, the Property Owner is responsible for reimbursing the City for all hard and soft costs incurred and other expenses.

14. The City does not specify colors for buildings. The Property Owner must first consider historic colors.

15. Color schemes consisting of three (3) colors (siding, trim, accent) are reviewed and approved administratively by the City. Any color scheme exceeding three (3) colors is reviewed and approved by City Council.

16. The City may hold a lien against the Property for improper work or to assure the Project is finished as approved. The lien is released when the City inspects and approves the Project as complete.

17. The City pays Grant funds on a "draw" basis; there is no advancement of payments to the Property Owner or Paint Consultant.

18. The Property Owner shall not disburse personal funds to the Paint Consultant for work performed.

19. All work is subject to inspection and review by the Property Owner and the City's Planning Department for compliance with City standards and processes before submitting invoices to the City.

20. The Property Owner is responsible for reviewing, approving, and acknowledging each Paint Consultant invoice by placing their signature or initials on each invoice page (pay application) submitted to the City. City Staff assists the Property Owner with this process.

21. Payments are made directly to the Property Owner after the City receives the Paint Consultant's pay application with a detailed and itemized invoice and a signed Check and Payment Reimbursement Request form from the Property Owner for the approved Scope of Work.

22. Upon receipt of payment, the Property Owner promptly signs over the City of Black Hawk's check to the Paint Consultant as outlined in the FBO (For the Benefit Of) payments process.

23. A Property Owner cannot use Grant funds to get reimbursed in support of work or materials for the Project if completed before Grant approval.

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

1. APPLICATION EVALUATION AND CRITERION FOR SELECTION

a. Projects are selected and authorized upon completion of an Application and in the Order received.

b. The City considers the finished Application quality indicative of the Property Owner's ability to accomplish the proposed Project.

c. The review and approval process is discretionary and subject to the Black Hawk City Council's General Fund's annual budget and appropriation on a case-by-case eligibility basis.

d. The City reserves the right to reduce the Application amount, require alternative materials due to cost, longevity, appropriateness of materials, and quality, or request additional information to assist in the thorough review of any Application.

e. The City consults the Black Hawk Residential Design Guidelines and Black Hawk Municipal Code when reviewing the Residential Exterior Paint Program Application. The City may use any other necessary and appropriate criteria to evaluate, consider, and analyze the Application.

f. An application is approved, approved with conditions, or denied.

g. The City Staff may recommend denial of an application if:

- The Project does not meet the intent of the Program and guidelines;
- There are outstanding debts to the City or unresolved issues associated with City regulations;
- The City considers the Property Owner's manner of upkeep of the Property and may determine that significant deterioration or structural conditions exist on the structure;
- The Property Owner declines to complete the incidental or major repairs identified on the site walk;
- Property Owner's past performance in previous projects, including, but not limited to, any prior Grant expenditure and accomplishing the Project;
- The cost of the work is not commensurate with the projected benefit to be provided to the community.

2. ORIENTATION MEETING / DOCUMENT REVIEW

a. After Application approval, the Property Owner meets with City Staff to discuss the proposed Project. City Staff introduces the general features of the Program via a Zoom or In-person meeting.

b. City Staff reviews the respective agreements with the Property Owner; **Application - Exhibit A, Grant Program Agreement - Exhibit B**, Guide to Programs, W9, Scope of Work, Project Timeline, Building Permit, Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, Check and Payment Reimbursement Request Form, and **Federal and State Tax Liability Reimbursement – Exhibit C**.

c. Property Owners requesting a color change discuss color options with their local Sherwin-Williams or Benjamin Moore supplier and purchase test colors to create a final palette for submission to City Staff.
   - Use the Virtual paint tool on their websites, and upload a photo of your home and try colors virtually:
     https://www.sherwin-williams.com/visualizer#/active/scenes
     https://www.benjaminmoore.com/en-us/color-overview/personal-color-viewer
   - Order 8" x 8" peel and stick samples to try on your home:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose a color, then select Peel-And-Stick
   - Or you can order free 2" x 3" "ColorSnap color chips:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose color and Color Swatch.

d. After City Council approval, any Property Owner who makes a color change agrees to withdraw from the Program and can reapply the following year.

3. SCOPE OF WORK

a. The City hires the Paint Consultant.

b. The Paint Consultant has a current business license, carries the required insurance during the entire Project, and is familiar with lead-based paint safe practices. Evidence of such is verified before any work commences on the Project.

c. City Staff schedules, if required, a hazardous materials investigation (Lead Paint) to determine what, if any, dangerous materials may be present onsite. The Lead Paint report, if required, defines encapsulation requirements. The Paint Consultant and his personnel are familiar with performing the encapsulation safely.

d. Lead Paint testing and encapsulation are included in the Scope of Work; if required.

e. City Staff schedules a site visit with the Paint Consultant and Property Owner to identify existing conditions, incidental and major repairs and creates the Scope of Work considering the following elements:
   1) Lead paint encapsulation, incidental and major repairs, preparation, and paint.
   2) A low-profile historic color scheme that highlights, not diminishes, the structure's architectural character and coordinates all façade elements—muted colors for the base and brighter colors for accents.
   3) Natural masonry finishes remain unpainted.

f. City Staff, the Paint Consultant, and Property Owner create and agree to a project-specific timeline. The Paint Consultant updates the project timeline throughout the entire Project until completion.

g. The Paint Consultant provides the Property Owner a minimum of one (1) gallon of each paint color, varnish, and stain for touch-ups and continued upkeep and maintenance of the surfaces painted under the Program.

h. City Staff schedules the Temporary Construction Easement public hearing before City Council if required.

i. City Staff submits to Finance the Temporary Construction Easement fee payable to neighboring Property Owner(s) as the Grantor, following City Council approval. City Staff includes a completed W-9 form from Grantor with the payment request.

j. City Staff completes the building permit application before the start of the project and informs the Property Owner.

k. The Paint Consultant completes the Temporary Use permit, if required.

l. The Property Owner is physically present during the entire project or assigns a Power-of-Attorney to another person.

4. DOCUMENT APPROVAL

a. The Property Owner signs all Program agreements; Application, Guide to Programs, Grant Program Agreement, completes and submits a W-9 Form, agree to create a Scope of Work, acknowledges the Federal and State Tax Liability Reimbursement, Building Permit, Temporary Construction Easement, the Check and Payment Reimbursement processes, and agrees to assign a Power-of-Attorney to another person to act in their best interest if they cannot be physically present for the entire project.

b. City Council reviews and approves the Temporary Construction Easement. City Staff requests a $10.00 payment from Finance payable to the neighboring Property Owner(s) as the Grantor(s).

c. The City issues the Paint Consultant a Notice to Proceed.

5. PERMITTING

a. If the Property Owner has a color change, City Staff initiates for Administrative Approval, a Certificate of Architectural Compatibility per Black Hawk Municipal Code, Chapter 16, Article XVII – Application Procedures and Submittal Requirements – Section 16-368 – City Council Design Review and Compatibility Process.

b. Subcontractors register for a business license and provide the required insurance with the City per the Black Hawk Municipal Code, Chapter 6, Article VII. Because this is a City project, the subcontractors pay no fee.

c. The Paint Consultant supplies a list of its subcontractors and corresponding City registration numbers for the Grant project.

d. The Paint Consultant maintains each individual project schedule from the beginning to the end of the Project and updates City Staff. City Staff informs the Property Owner of any schedule changes.

e. The City waives all building permit fees for residential projects, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code; however, the City creates and issues a no-charge building permit and secures appropriate inspections.

f. The Paint Consultant may require a Temporary Use Permit, which City Staff executes.

g. The Paint Consultant provides individual project drawdowns two (2) weeks before the project timeframe to City Staff. City Staff obtains written approval from the Property Owner within (3) three business days of the Paint Consultant providing the samples.

6. RESIDENTIAL EXTERIOR PAINTING WORK COMMENCES

a. The Property Owner provides the Paint Consultant full access to the site and work area.

b. The Property Owner removes all items on and away from the structure, outbuildings, decks, and porches.

c. The Property Owner keeps all pets out of the Paint Consultants' work area.

d. The Property Owner removes daily all pet waste from the Paint Consultants' work area for the job's duration.

e. The Paint Consultant brings all necessary materials, supplies, equipment, and accessories to the site or work area.

f. The Paint Consultant is responsible for securing their equipment at all times. No persons are allowed on the site unless they have specific business.

g. The City is not responsible for the theft, loss, or damage to Paint Consultant materials, equipment, tools, or personal belongings on the site.

h. The Paint Consultant is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts.

i. The Paint Consultant is not permitted to bring animals on site.

j. The Paint Consultant performs the work according to the approved Scope of Work and is attached to the building permit.

k. City Staff and the Property Owner inspect the work and monitor the Project.

l. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. Because the approved Change Order amount is taxable income to the Property Owner, the Grant Program Agreement is amended, requiring City Council approval.

m. Onsite progress meetings are as needed with the Property Owner, Paint Consultant, and City Staff.

7. PAYMENTS

a. The Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice, for each requested payment within three (3) business days of invoice receipt. City Staff assists with this process.

b. With the initial Check and Payment Reimbursement Request form, the Property Owner attaches a completed W-9, if not previously provided.

c. All payments for approved work are by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Paint Consultant for the Project.

d. Once the Finance Department processes the Check and Payment Reimbursement Request, the Property Owner endorses the check for each requested payment over to the Paint Consultant within three (3) business days.

e. By signing the Residential Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the payment process to the Paint Consultant for the contracted work and understands they are not to defraud the City or the Paint Consultant during any part of the process for the Project.

f. The Property Owner is responsible for submitting all payment requests within three (3) business days throughout the Project's duration.

8. RESIDENTIAL EXTERIOR PAINTING COMPLETED

a. When the preparation and painting work has been performed according to the approved Scope of Work, the City Staff, and the Property Owner conduct a final inspection with the Paint Consultant.

b. The Paint Consultant cleans the site upon completion of work. All paint chips are captured and disposed of, all areas de-masked, exterior windows are free of paint and operable.

c. The City will release the final payment due to the Paint Consultant after the final inspection and project closeout with the Property Owner.

APPENDIX 2: PREPARATION AND PAINTING

1. PREPARATION

a. Two (2) weeks before the Paint Consultant begins the Project, the Property Owner agrees to complete all necessary major repairs.

b. The Paint Consultant preps the Project by gently washing the exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence. Completes all incidental repairs such as sanding all chipping and peeling paint and patches and caulks all cracks and imperfections

c. The Paint Consultant repairs, at their expense, damage to any structure or property caused during the prep work.

2. PAINTING – PAINT CONSULTANT

a. Uses Benjamin Moore or Sherwin-Williams products or recommends an alternate product to the City for approval.

b. Selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.

c. Coated Surfaces: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.

d. Before starting work, check products, color, and sheen to assure conformity to specified color and finish as described in the Scope of Work.

e. Mask all areas requiring protection from overspray and take into consideration any wind.

f. Is responsible for material damaged by paint covering surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.

g. Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-up. Supply the paint cans and marks each can identifying the product. The Property Owner stores the product in a temperature-controlled area protected from temperatures below 45°F or above 95°F.

3. **PRIMER/PAINT/VARNISH/STAIN APPLICATION:**

a. All failing paint, including peeling and bubbling areas, is scraped from the substrate.

b. Caulk all cracks, windows, and patch small holes.

c. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

d. Prep and prime all exposed wood surfaces following the Manufacture's recommendation and thickness. The primer coat differs in color.

e. Apply two (2) coats of each product or the Manufacture's recommendation and thickness.

f. If transitioning from a stain to paint, one (1) coat of primer and (2) coats of paint are applied per the Manufacture's recommendation and thickness.

g. If surfaces are sprayed, Paint Consultant back-rolls all surfaces.

h. All stain is two (2) coats with a clear natural satin finish or the Manufacture's recommendation and thickness.

i. The job is free of runs, sags, cracking, and skips with edges cut neatly.

j. The Paint Consultant schedules work to apply paint when weather conditions are per the manufacturer's specifications.
   - Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.
   - Painting exteriors below 45°F.
   - The Paint Consultant assumes all responsibility and is accountable for painting under adverse conditions.

k. Paint the top and the bottom edge of all doors and windows.

l. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.

m. Paint all roof vents and flashing black or another specified color. Mechanical vents located within the siding match the siding color.

n. Caulk all joints in exterior trim, including areas where wood joins siding.

o. Consult with City Staff for appropriate sheen. Include sheen in the Scope of Work.

p. Sealant color to match siding or trim. Apply at windows, door frames, flashing, and jacks. Bed metal thresholds in sealant;

q. Provides a one (1) year limited warranty from substantial completion. This warranty is in addition to and is not limited to any other warranty or remedy required by law or by the Scope of Work and Program documents. All nonconforming work identified by the Property Owner and considered defective is corrected before the one (1) year warranty expires.

PROPERTY OWNER ACKNOWLEDGEMENT

I, **David Forsyth on behalf of the Gilpin Historical Society,** as the Property Owner of residential Property addressed as **231 Chase St** Black Hawk, Colorado, 80422. I certify that I have submitted an Application to participate in the Program, read the Residential Exterior Paint Program Guide to Programs, agree to comply with the Federal and State Tax Liability Reimbursement process, agree to create a Scope of Work, consent to participate in the Program from start to finish or actively assign a Power-of-Attorney if I am physically unable to be in Black Hawk for the entire project, obtain a Building Permit, agree to a Temporary Construction Easement if required, complete and submit Check and Payment Reimbursement forms within three (3) business days of invoice receipt, and to provide a completed W-9 Form. I fully understand and agree to the Residential Exterior Paint Program documents set forth therein and agree to be bound by the terms and conditions of all Program documents.

By: DocuSigned by: David Forsyth CE1D75E4D8EF4CE...
Property Owner

Date: 5/12/2023

EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM APPLICATION

BLACK HAWK

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM
APPLICATION GRANT YEAR 2023

Date: 4-12-23

Property Street Address: 231 Chase

Owner(s): Gilpin Historical Society

Owner(s) Mailing Address: P.O. Box 247 Central City, CO 80427

Owner(s) Telephone No.: (H)_____ (W) 303-582-5283 (Cell)_____

Owner Email Address: gilpinhistory@live.com

Contact Person (if different from owner) _____

Contact Telephone No.: (H)_____ (W)_____ (Cell)_____

Contact Email Address: _____

With the Owner's written permission, applications can be made by individuals other than the Property Owner. Written permission must be in the form of a signed and notarized 'Power-of-Attorney' attached to the application.

Completing an application does not guarantee project funding. Staff presents applications to City Council at the second Council meeting in May for review and approval, conditional approval, or denial. Staff notifies the Property Owner by May 30th if their project received funding. Painting gets underway June 1st, with staggered start dates, and ends by September 30th.

Daniel Fuqua
Property Owner Signature

4-12-23
Date

EXHIBIT B

RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT

BLACK HAWK®

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the ***"Agreement"***) is made as of the **24th** day of **May**, 2023, (the ***"Effective Date"***) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the ***"City"***) and **Gilpin County Historical Society** (the ***"Property Owner"***), whose Residential Property address is:

231 Chase St.

RECITALS

A. The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the ***"Residential Exterior Paint Program"***).

B. The Property Owner, who is the owner of a structure located at: **231 Chase St , Black Hawk, Colorado 80422**, (the ***"Residential Property"***) submitted an application under the Exterior Paint Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to ~~$ 17,514.00~~ $17,514.20 (the ***"Grant"***) for the exterior paint of a Residential Property.

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Grant (the "Tax Burden") for the year in which the Grant is received. Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. Regardless of whether the Property Owner requests payment from the City prior to payment of his/her taxes, or Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. Agreement, Acknowledgement and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 Review of Documents. The Property Owner **(a)** has read this Agreement and the applicable "Residential Exterior Paint Program Guide to Programs," **(b)** fully understands the terms and conditions of the Grant as set forth therein, and **(c)** agrees to be bound by those terms and conditions.

2.2 Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner's right to any Grant payments.

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. ***Undertaking.*** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the ***"Project"***). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.

4. ***Conditions Precedent to Disbursement of Funds.*** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:

4.1 ***Evidence of Construction Costs.*** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 ***Building Permit.*** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 ***Other Documents or Requirements.*** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 ***Completion of Improvements.*** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. ***Disbursement.***

5.1 ***Grant Disbursement***. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid

provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor as outlined in the FBO (For the Benefit Of) payments process.

6. ***Termination of the Grant.*** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 1, 2023** (The ***"Termination Date"***), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 Reimbursement. In the event the amount of the Grant plus the Tax Burden (the ***"Combined Amount"***) set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the ***"Reimbursement Amount"***).

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust (***"Estimated Reimbursement Amount"***); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the City shall pay the difference back to the Owner after the transfer or sale and upon the City's receipt of the Estimated Reimbursement Amount.

7.3 ***Avoidance of Security Requirement.*** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property,

Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. ***Non-Transferable.*** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:	**City of Black Hawk** **P.O. Box 68** **Black Hawk, CO 80422** **ATTN: Community Planning & Development**
If to the Property Owner:	**Gilpin County Historical Society** **PO Box 247** **Central City, CO 80427** **231 Chase St** **Black Hawk, CO 80422** **gilpinhistory@live.com**

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

10.1 ***Amendments and Supplements:*** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 ***Severability.*** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 ***Standard of Approval.*** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 ***Waiver.*** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 ***Time of the Essence.*** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 ***Governing Law.*** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

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***IN WITNESS WHEREOF*,** the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

DocuSigned by:

By: David Forsyth

CE1D75E4D8EF4CE...

Property Owner

5/12/2023

EXHIBIT C

RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS

City of Black Hawk

Community Planning and Development 211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2023

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $ _____

Federal Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

All requests for payment must be supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal and State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as Exhibit A – Income Tax Liability and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request which does not provide the necessary information or is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, with no exceptions.

I hereby acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature **Date**

INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2023

City of Black Hawk
Attn: Finance Director
P.O. Box 68, 211 Church Street
Black Hawk, CO 80422

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2023**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at:

_____
in the amount of $_____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____and my tax liability would have been $_____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____. My tax liability would have been $_____ without reporting the grant.

I certify that the above information is true and correct. To the extent the information is not correct, I understand that I may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts and that I may also be subject to criminal prosecution.

Sincerely,

_____ _____
Owner's Signature **Date**

250 CHASE STREET

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Independent Painting

Mobile: 720-938-5398
PO Box 672
Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 010423
Sheet No. 1
Date 01-04-23 Updated 5-6-23
Prepared by: Eric Miller
Work to be Preformed at: 250 Chase

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of…

Exterior Repaint of 250 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, facia, casing, etc..
4. Tape/Caulk all windows glass to sashes to insure a good seal on glass.
5. Set any nails and or secure loose siding/trim as needed.
6. Paint trim complete w/ 2 coats of Behr "Ultra" ext. satin color#:_____
7. Paint deck/stair handrails/balusters complete w/ 2 coats of Behr "Ultra" ext. satin color #_____
8. Paint body complete Paint accents (front door/sidelights) with 2 coats of Behr "Ultra" ext. satin color#_____
9. Paint all decking and all attached stairwell decking w/2 coats of Behr "Porch & Floor" enamel ext. color#_____

*please note porch/stair decking has a multitude of previous applied coatings making it difficult to warranty any new coating whether it be our product used/recommend in line 9 of this proposal or otherwise.

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of Original price $30346.00 (-5% discount @ $1517.30) **$28828.70**

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature DocuSigned by: Hal Midcap 65CB373CAF2E409... Date 5/16/2023

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BLACK HAWK

CITY OF BLACK HAWK

RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS

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Approved by Resolution 13-2021 on March 17, 2021

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The Program preserves the architectural character of the residential properties within the Historic Residential District.

2. The Program provides the Property Owner with the resources and financial assistance needed to maintain the exterior paint on residential buildings.

3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. Application: A formal request to participate in the Exterior Residential Paint Program. Applications are considered in the order received.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Building Official: The City official is charged with the responsibility of administering and enforcing the City's building codes.

4. Certificate of Architectural Compatibility: Land use process to document an exterior improvement to a property, such as a color change.

5. City of Black Hawk Residential Design Guidelines: Guidelines developed to help preserve the City's character with exterior improvements to buildings.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City Manager: The City Manager is the chief administrative officer for all departments of the City, is appointed by the City Council, and shall have and exercise all the administrative powers vested in the City.

8. City Staff: An employee of the City of Black Hawk or an entity designated by the City of Black Hawk to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program

9. Construction Hard Costs: Costs related to labor, materials, and overhead.

10. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly associated with the physical installation of the Scope of Work.

11. Exterior Residential Paint Program: A funding source from the City of Black Hawk administered directly between the Property Owner and Paint Consultant.

12. Grant Program Agreement: The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.

13. Grant Recipient: Any person or their authorized agent / designated representative who the City of Black Hawk awards an Exterior Residential Paint grant.

14. Guide to Programs: This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.

15. Municipal Code: A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.

16. Outbuildings: Accessory structures to the original building.

17. Paint Consultant: The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.

18. Property Owner: Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.

19. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

20. Residential Properties: Properties within the City Limits of Black Hawk.

21. Site Vist Checklist /Scope of Work: This is a guide to help the Paint Consultant and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.

22. Substantial Completion: The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close out the project.

23. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) full access to the Property under consideration to complete the Scope of Work. The easement is only valid for the duration of the construction period.

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24. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Receipt of a Residential Exterior Paint Grant is taxable income to the Property Owner.

2. Under this Residential Exterior Paint Program, funds awarded under the State and Federal income tax laws are considered income.

3. The City reports approved and awarded Grants to State and Federal taxing authorities in the manner provided by applicable law.

4. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to State and Federal authorities due to receiving a Grant under this Program.

5. The Property Owner should consult with their tax advisor about whether the one-time first-round reimbursement is income and gives rise to additional State and Federal income tax liability.

6. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Residential Exterior Paint Program.

7. The City is not responsible for the payment of any tax liability associated with participation in the Residential Exterior Paint Program.

8. The City of Black Hawk provides a one-time first-round reimbursement of a Property Owner's State and Federal income tax liability in association with a Residential Exterior Paint Grant's receipt. The second-round tax liability is the full financial responsibility of the Property Owner.

9. The City encumbers dollars in its accounting system to accommodate a one-time first-round payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such amount and delivering it to the City of Black Hawk Finance Department.

10. A Property Owner is required to submit documentation for the one-time first-round tax payment reimbursement during the calendar year(s) following the Grant funds' receipt.

11. Suppose the one-time first-round reimbursement is not requested within the time limits set forth herein. In that case, the encumbered funds will no longer be available to the Property Owner for State and Federal tax payment reimbursement. Such encumbered funds will be reallocated back into the City budget for other purposes.

12. The City of Black Hawk does NOT reimburse the Property Owner for any additional State and Federal income tax liability that might arise from the one-time first-round reimbursement.

13. Regardless of the City's agreement to compensate Grant recipients for the one-time first-round State and Federal tax burden of a Grant, the obligation to pay any taxes, including the second round, remains the Property Owner's responsibility as the Grant recipient.

14. The Residential Exterior Paint **Grant Program Agreement** sets forth the terms and conditions of participation in the Program.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. ELIGIBILITY

1. Participation in the Residential Exterior Paint Program requires an **Application – See Exhibit A.**

2. Eligible properties are located within the Black Hawk City limits.

3. Each Residential Property is initially considered to participate in the Program under the initial five (5) year cycle. Once a Residential Property has received funding under the initial five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

4. All funding is subject to the availability of grant funds. The City Manager allocates in the exercise of their sole discretion and is further subject to the annual budget and appropriation of the General Fund by the City of Black Hawk City Council.

5. Items covered under the Program include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, previously painted gutters, downspouts, and vertical concrete. A site walk will identify incidental and major repairs.

6. The Property Owner undertakes the financial responsibility for repairs.

7. The Property Owner promptly undertakes the improvements and other repairs identified by the City. The Property Owner has two (2) months to complete the repairs and painting, which time period shall begin upon the issuance of a building permit by the City to start the Project.

8. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

9. Both historic and non-historic elements are eligible under the Program.

B. LEGAL REQUIREMENTS

1. Along with the approval of an Application by the City, the Property Owner must enter into legal agreements with the City which describe the terms for participation in the Residential Exterior Paint Program.

2. Participation in the Residential Exterior Paint Program requires at a minimum an **Application**, Residential Exterior Paint **Grant Program Agreement**, a W-9 Form, a Scope of Work, a Building Permit, a Check and Payment Request Reimbursement form, and **Federal and State Tax Liability Reimbursement**.

3. Additional documents such as a Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, or Certificate of Architectural Compatibility may also be required.

4. The Property Owner promptly undertakes the construction of improvements and other repairs of the Property identified by the City. The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit by the City to start the Project.

5. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

C. RESIDENTIAL EXTERIOR PAINT PROGRAM PROVISIONS

1. The Residential Exterior Paint Program is a private project by the Property Owner reimbursed by the City.

2. Property Owners recommended for funding are notified by email when the City makes a final decision.

3. Property Owners not selected by the City will be notified by email explaining the reason(s) for rejection. Those Property Owners may meet with City Staff to discuss the factors that resulted in the Application's rejection. The City schedules Board of Appeals hearings before the Black Hawk City Council acting as the Board of Appeals.

4. The City recommends the Property Owner consults with a qualified tax advisor on the financial impacts of participating in the Program.

5. If a Full Site and Building Grant under the Historic Restoration and Community Preservation Grant Program is Granted within three (3) years of the City Granting a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the Full Site and Building is approved and financed.

6. A Residential Exterior Paint Program Grant is only permitted to a Residential Property once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

7. Neither a Property Owner nor a relative of the Property Owner can be the Paint Consultant, subcontractor, or material supplier.

8. The Property Owner assigns a Power of Attorney if they cannot physically be present in Black Hawk during the Project.

9. If a Property Owner owns multiple Residential Properties, an Application must be made for each eligible Property. Properties are placed on the list in the order in which the Applications are received.

10. The Property Owner undertakes the construction of improvements and other repairs of the Property approved by the City promptly. The Property Owner has two (2) months to complete the Project (repairs and paint), which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to start the Project.

11. The Program is not a substitute for routine maintenance or a Property Owner's property insurance coverage.

12. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the Program.

13. When the City makes certain expenditures to benefit a property in reliance upon a signed Application, the Property Owner agrees to be bound by the terms and conditions in the Residential Exterior Paint Guide to Programs and to complete the Project outlined in the Scope of Work. The Property Owner further agrees that if they decide not to proceed with the Project, the Property Owner is responsible for reimbursing the City for all hard and soft costs incurred and other expenses.

14. The City does not specify colors for buildings. The Property Owner must first consider historic colors.

15. Color schemes consisting of three (3) colors (siding, trim, accent) are reviewed and approved administratively by the City. Any color scheme exceeding three (3) colors is reviewed and approved by City Council.

16. The City may hold a lien against the Property for improper work or to assure the Project is finished as approved. The lien is released when the City inspects and approves the Project as complete.

17. The City pays Grant funds on a "draw" basis; there is no advancement of payments to the Property Owner or Paint Consultant.

18. The Property Owner shall not disburse personal funds to the Paint Consultant for work performed.

19. All work is subject to inspection and review by the Property Owner and the City's Planning Department for compliance with City standards and processes before submitting invoices to the City.

20. The Property Owner is responsible for reviewing, approving, and acknowledging each Paint Consultant invoice by placing their signature or initials on each invoice page (pay application) submitted to the City. City Staff assists the Property Owner with this process.

21. Payments are made directly to the Property Owner after the City receives the Paint Consultant's pay application with a detailed and itemized invoice and a signed Check and Payment Reimbursement Request form from the Property Owner for the approved Scope of Work.

22. Upon receipt of payment, the Property Owner promptly signs over the City of Black Hawk's check to the Paint Consultant as outlined in the FBO (For the Benefit Of) payments process.

23. A Property Owner cannot use Grant funds to get reimbursed in support of work or materials for the Project if completed before Grant approval.

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

1. APPLICATION EVALUATION AND CRITERION FOR SELECTION

a. Projects are selected and authorized upon completion of an Application and in the Order received.

b. The City considers the finished Application quality indicative of the Property Owner's ability to accomplish the proposed Project.

c. The review and approval process is discretionary and subject to the Black Hawk City Council's General Fund's annual budget and appropriation on a case-by-case eligibility basis.

d. The City reserves the right to reduce the Application amount, require alternative materials due to cost, longevity, appropriateness of materials, and quality, or request additional information to assist in the thorough review of any Application.

e. The City consults the Black Hawk Residential Design Guidelines and Black Hawk Municipal Code when reviewing the Residential Exterior Paint Program Application. The City may use any other necessary and appropriate criteria to evaluate, consider, and analyze the Application.

f. An application is approved, approved with conditions, or denied.

g. The City Staff may recommend denial of an application if:

- The Project does not meet the intent of the Program and guidelines;
- There are outstanding debts to the City or unresolved issues associated with City regulations;
- The City considers the Property Owner's manner of upkeep of the Property and may determine that significant deterioration or structural conditions exist on the structure;
- The Property Owner declines to complete the incidental or major repairs identified on the site walk;
- Property Owner's past performance in previous projects, including, but not limited to, any prior Grant expenditure and accomplishing the Project;
- The cost of the work is not commensurate with the projected benefit to be provided to the community.

2. ORIENTATION MEETING / DOCUMENT REVIEW

a. After Application approval, the Property Owner meets with City Staff to discuss the proposed Project. City Staff introduces the general features of the Program via a Zoom or In-person meeting.

b. City Staff reviews the respective agreements with the Property Owner; **Application - Exhibit A, Grant Program Agreement - Exhibit B**, Guide to Programs, W9, Scope of Work, Project Timeline, Building Permit, Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, Check and Payment Reimbursement Request Form, and **Federal and State Tax Liability Reimbursement – Exhibit C**.

c. Property Owners requesting a color change discuss color options with their local Sherwin-Williams or Benjamin Moore supplier and purchase test colors to create a final palette for submission to City Staff.
   - Use the Virtual paint tool on their websites, and upload a photo of your home and try colors virtually:
     https://www.sherwin-williams.com/visualizer#/active/scenes
     https://www.benjaminmoore.com/en-us/color-overview/personal-color-viewer
   - Order 8" x 8" peel and stick samples to try on your home:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose a color, then select Peel-And-Stick
   - Or you can order free 2" x 3" "ColorSnap color chips:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose color and Color Swatch.

d. After City Council approval, any Property Owner who makes a color change agrees to withdraw from the Program and can reapply the following year.

3. SCOPE OF WORK

a. The City hires the Paint Consultant.

b. The Paint Consultant has a current business license, carries the required insurance during the entire Project, and is familiar with lead-based paint safe practices. Evidence of such is verified before any work commences on the Project.

c. City Staff schedules, if required, a hazardous materials investigation (Lead Paint) to determine what, if any, dangerous materials may be present onsite. The Lead Paint report, if required, defines encapsulation requirements. The Paint Consultant and his personnel are familiar with performing the encapsulation safely.

d. Lead Paint testing and encapsulation are included in the Scope of Work; if required.

e. City Staff schedules a site visit with the Paint Consultant and Property Owner to identify existing conditions, incidental and major repairs and creates the Scope of Work considering the following elements:
   1) Lead paint encapsulation, incidental and major repairs, preparation, and paint.
   2) A low-profile historic color scheme that highlights, not diminishes, the structure's architectural character and coordinates all façade elements—muted colors for the base and brighter colors for accents.
   3) Natural masonry finishes remain unpainted.

f. City Staff, the Paint Consultant, and Property Owner create and agree to a project-specific timeline. The Paint Consultant updates the project timeline throughout the entire Project until completion.

g. The Paint Consultant provides the Property Owner a minimum of one (1) gallon of each paint color, varnish, and stain for touch-ups and continued upkeep and maintenance of the surfaces painted under the Program.

h. City Staff schedules the Temporary Construction Easement public hearing before City Council if required.

i. City Staff submits to Finance the Temporary Construction Easement fee payable to neighboring Property Owner(s) as the Grantor, following City Council approval. City Staff includes a completed W-9 form from Grantor with the payment request.

j. City Staff completes the building permit application before the start of the project and informs the Property Owner.

k. The Paint Consultant completes the Temporary Use permit, if required.

l. The Property Owner is physically present during the entire project or assigns a Power-of-Attorney to another person.

4. DOCUMENT APPROVAL

a. The Property Owner signs all Program agreements; Application, Guide to Programs, Grant Program Agreement, completes and submits a W-9 Form, agree to create a Scope of Work, acknowledges the Federal and State Tax Liability Reimbursement, Building Permit, Temporary Construction Easement, the Check and Payment Reimbursement processes, and agrees to assign a Power-of-Attorney to another person to act in their best interest if they cannot be physically present for the entire project.

b. City Council reviews and approves the Temporary Construction Easement. City Staff requests a $10.00 payment from Finance payable to the neighboring Property Owner(s) as the Grantor(s).

c. The City issues the Paint Consultant a Notice to Proceed.

5. PERMITTING

a. If the Property Owner has a color change, City Staff initiates for Administrative Approval, a Certificate of Architectural Compatibility per Black Hawk Municipal Code, Chapter 16, Article XVII – Application Procedures and Submittal Requirements – Section 16-368 – City Council Design Review and Compatibility Process.

b. Subcontractors register for a business license and provide the required insurance with the City per the Black Hawk Municipal Code, Chapter 6, Article VII. Because this is a City project, the subcontractors pay no fee.

c. The Paint Consultant supplies a list of its subcontractors and corresponding City registration numbers for the Grant project.

d. The Paint Consultant maintains each individual project schedule from the beginning to the end of the Project and updates City Staff. City Staff informs the Property Owner of any schedule changes.

e. The City waives all building permit fees for residential projects, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code; however, the City creates and issues a no-charge building permit and secures appropriate inspections.

f. The Paint Consultant may require a Temporary Use Permit, which City Staff executes.

g. The Paint Consultant provides individual project drawdowns two (2) weeks before the project timeframe to City Staff. City Staff obtains written approval from the Property Owner within (3) three business days of the Paint Consultant providing the samples.

6. RESIDENTIAL EXTERIOR PAINTING WORK COMMENCES

a. The Property Owner provides the Paint Consultant full access to the site and work area.

b. The Property Owner removes all items on and away from the structure, outbuildings, decks, and porches.

c. The Property Owner keeps all pets out of the Paint Consultants' work area.

d. The Property Owner removes daily all pet waste from the Paint Consultants' work area for the job's duration.

e. The Paint Consultant brings all necessary materials, supplies, equipment, and accessories to the site or work area.

f. The Paint Consultant is responsible for securing their equipment at all times. No persons are allowed on the site unless they have specific business.

g. The City is not responsible for the theft, loss, or damage to Paint Consultant materials, equipment, tools, or personal belongings on the site.

h. The Paint Consultant is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts.

i. The Paint Consultant is not permitted to bring animals on site.

j. The Paint Consultant performs the work according to the approved Scope of Work and is attached to the building permit.

k. City Staff and the Property Owner inspect the work and monitor the Project.

l. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. Because the approved Change Order amount is taxable income to the Property Owner, the Grant Program Agreement is amended, requiring City Council approval.

m. Onsite progress meetings are as needed with the Property Owner, Paint Consultant, and City Staff.

7. PAYMENTS

a. The Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice, for each requested payment within three (3) business days of invoice receipt. City Staff assists with this process.

b. With the initial Check and Payment Reimbursement Request form, the Property Owner attaches a completed W-9, if not previously provided.

c. All payments for approved work are by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Paint Consultant for the Project.

d. Once the Finance Department processes the Check and Payment Reimbursement Request, the Property Owner endorses the check for each requested payment over to the Paint Consultant within three (3) business days.

e. By signing the Residential Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the payment process to the Paint Consultant for the contracted work and understands they are not to defraud the City or the Paint Consultant during any part of the process for the Project.

f. The Property Owner is responsible for submitting all payment requests within three (3) business days throughout the Project's duration.

8. RESIDENTIAL EXTERIOR PAINTING COMPLETED

a. When the preparation and painting work has been performed according to the approved Scope of Work, the City Staff, and the Property Owner conduct a final inspection with the Paint Consultant.

b. The Paint Consultant cleans the site upon completion of work. All paint chips are captured and disposed of, all areas de-masked, exterior windows are free of paint and operable.

c. The City will release the final payment due to the Paint Consultant after the final inspection and project closeout with the Property Owner.

APPENDIX 2: PREPARATION AND PAINTING

1. PREPARATION

a. Two (2) weeks before the Paint Consultant begins the Project, the Property Owner agrees to complete all necessary major repairs.

b. The Paint Consultant preps the Project by gently washing the exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence. Completes all incidental repairs such as sanding all chipping and peeling paint and patches and caulks all cracks and imperfections

c. The Paint Consultant repairs, at their expense, damage to any structure or property caused during the prep work.

2. PAINTING – PAINT CONSULTANT

a. Uses Benjamin Moore or Sherwin-Williams products or recommends an alternate product to the City for approval.

b. Selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.

c. Coated Surfaces: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.

d. Before starting work, check products, color, and sheen to assure conformity to specified color and finish as described in the Scope of Work.

e. Mask all areas requiring protection from overspray and take into consideration any wind.

f. Is responsible for material damaged by paint covering surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.

g. Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-up. Supply the paint cans and marks each can identifying the product. The Property Owner stores the product in a temperature-controlled area protected from temperatures below 45°F or above 95°F.

3. **PRIMER/PAINT/VARNISH/STAIN APPLICATION:**

a. All failing paint, including peeling and bubbling areas, is scraped from the substrate.

b. Caulk all cracks, windows, and patch small holes.

c. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

d. Prep and prime all exposed wood surfaces following the Manufacture's recommendation and thickness. The primer coat differs in color.

e. Apply two (2) coats of each product or the Manufacture's recommendation and thickness.

f. If transitioning from a stain to paint, one (1) coat of primer and (2) coats of paint are applied per the Manufacture's recommendation and thickness.

g. If surfaces are sprayed, Paint Consultant back-rolls all surfaces.

h. All stain is two (2) coats with a clear natural satin finish or the Manufacture's recommendation and thickness.

i. The job is free of runs, sags, cracking, and skips with edges cut neatly.

j. The Paint Consultant schedules work to apply paint when weather conditions are per the manufacturer's specifications.
   - Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.
   - Painting exteriors below 45°F.
   - The Paint Consultant assumes all responsibility and is accountable for painting under adverse conditions.

k. Paint the top and the bottom edge of all doors and windows.

l. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.

m. Paint all roof vents and flashing black or another specified color. Mechanical vents located within the siding match the siding color.

n. Caulk all joints in exterior trim, including areas where wood joins siding.

o. Consult with City Staff for appropriate sheen. Include sheen in the Scope of Work.

p. Sealant color to match siding or trim. Apply at windows, door frames, flashing, and jacks. Bed metal thresholds in sealant;

q. Provides a one (1) year limited warranty from substantial completion. This warranty is in addition to and is not limited to any other warranty or remedy required by law or by the Scope of Work and Program documents. All nonconforming work identified by the Property Owner and considered defective is corrected before the one (1) year warranty expires.

PROPERTY OWNER ACKNOWLEDGEMENT

I, **Haller Midcap, on behalf of Millsite 49 & 50 LLC,** as the Property Owner of residential Property addressed as **250 Chase St** Black Hawk, Colorado, 80422. I certify that I have submitted an Application to participate in the Program, read the Residential Exterior Paint Program Guide to Programs, agree to comply with the Federal and State Tax Liability Reimbursement process, agree to create a Scope of Work, consent to participate in the Program from start to finish or actively assign a Power-of-Attorney if I am physically unable to be in Black Hawk for the entire project, obtain a Building Permit, agree to a Temporary Construction Easement if required, complete and submit Check and Payment Reimbursement forms within three (3) business days of invoice receipt, and to provide a completed W-9 Form. I fully understand and agree to the Residential Exterior Paint Program documents set forth therein and agree to be bound by the terms and conditions of all Program documents.

By: DocuSigned by: Hal Midcap 85CB373CAF2E409...
Property Owner

Date: 5/16/2023

EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM APPLICATION

BLACK HAWK

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM
APPLICATION GRANT YEAR 2023

Date: 04/13/2023

Property Street Address: 250 Chase St.

Owner(s): Hal and Karen Midcap

Owner(s) Mailing Address: P.O. Box 225 Black Hawk, CO 80422

Owner(s) Telephone No.: (H)_____(W)_____(Cell) 303-503-0460

Owner Email Address: kmidcap@msn.com

Contact Person (if different from owner) _____

Contact Telephone No.: (H)_____(W)_____(Cell) 303-503-0460

Contact Email Address: kmidcap@msn.com

With the Owner's written permission, applications can be made by individuals other than the Property Owner. Written permission must be in the form of a signed and notarized 'Power-of-Attorney' attached to the application.

[redacted]

Karen Midcap
Property Owner Signature

04/13/2023
Date

EXHIBIT B

RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT

BLACK HAWK®

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the ***"Agreement"***) is made as of the **24th** day of **May**, 2023, (the ***"Effective Date"***) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the ***"City"***) and **Millsite 49 & 50 LLC** (the ***"Property Owner"***), whose Residential Property address is:

250 Chase St.

RECITALS

A. The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the ***"Residential Exterior Paint Program"***).

B. The Property Owner, who is the owner of a structure located at: **250 Chase St , Black Hawk, Colorado 80422**, (the ***"Residential Property"***) submitted an application under the Exterior Paint Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **$28,828.70 (Insert Grant Amount)** (the ***"Grant"***) for the exterior paint of a Residential Property.

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Grant (the "Tax Burden") for the year in which the Grant is received. Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. Regardless of whether the Property Owner requests payment from the City prior to payment of his/her taxes, or Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. Agreement, Acknowledgement and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 Review of Documents. The Property Owner **(a)** has read this Agreement and the applicable "Residential Exterior Paint Program Guide to Programs," **(b)** fully understands the terms and conditions of the Grant as set forth therein, and **(c)** agrees to be bound by those terms and conditions.

2.2 Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner's right to any Grant payments.

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. ***Undertaking.*** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the ***"Project"***). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.

4. ***Conditions Precedent to Disbursement of Funds.*** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:

4.1 ***Evidence of Construction Costs.*** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 ***Building Permit.*** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 ***Other Documents or Requirements.*** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 ***Completion of Improvements.*** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. ***Disbursement.***

5.1 ***Grant Disbursement***. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding

work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor as outlined in the FBO (For the Benefit Of) payments process.

6. ***Termination of the Grant.*** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 1, 2023** (The ***"Termination Date"***), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 Reimbursement. In the event the amount of the Grant plus the Tax Burden (the ***"Combined Amount"***) set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the ***"Reimbursement Amount"***).

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust (***"Estimated Reimbursement Amount"***); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the

City shall pay the difference back to the Owner after the transfer or sale and upon the City's receipt of the Estimated Reimbursement Amount.

7.3 ***Avoidance of Security Requirement.*** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. ***Non-Transferable.*** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:	**City of Black Hawk** **P.O. Box 68** **Black Hawk, CO 80422** **ATTN: Community Planning & Development**
If to the Property Owner:	**Millsite 49 & 50 LLC** **250 Chase St** **PO Box 225** **Black Hawk, CO 80422** kmidcap@msn.com

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

10.1 ***Amendments and Supplements:*** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 ***Severability.*** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 ***Standard of Approval.*** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 ***Waiver.*** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 ***Time of the Essence.*** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 ***Governing Law.*** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

DocuSign Envelope ID: 3AC4667C-840A-46DA-98C0-76BEF4B7BA8E

***IN WITNESS WHEREOF*,** the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: DocuSigned by: Hal Midcap 85CB373CAF2E409...

Property Owner

5/16/2023

DocuSign Envelope ID: 3AC4667C-840A-46DA-98C0-76BEF4B7BA8E

EXHIBIT C

RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS

City of Black Hawk

Community Planning and Development 211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2023

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $ _____

Federal Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

All requests for payment must be supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal and State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as Exhibit A – Income Tax Liability and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request which does not provide the necessary information or is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, with no exceptions.

I hereby acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature **Date**

INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2023

City of Black Hawk
Attn: Finance Director
P.O. Box 68, 211 Church Street
Black Hawk, CO 80422

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2023**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at:

_____
in the amount of $_____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____and my tax liability would have been $_____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____. My tax liability would have been $_____ without reporting the grant.

I certify that the above information is true and correct. To the extent the information is not correct, I understand that I may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts and that I may also be subject to criminal prosecution.

Sincerely,

_____ _____
Owner's Signature **Date**

197 CLEAR CREEK STREET

DocuSign Envelope ID: 87AE3418-EE78-494B-8DA7-EBA503C94415

Independent Painting

Mobile: 720-938-5398
PO Box 672
Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 031523
Sheet No. 1
Date 03-15-23 Updated 5-6-23
Prepared by: Eric Miller
Work to be Preformed at: 197 Clear Creek

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of…

Exterior Repaint of 197 Clear Creek St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Set any nails and or secure loose siding/trim as needed.
3. Paint trim complete w/ 2 coats of Sherwin Williams "Duration" ext. satin:_____ this includes the gutters, downspouts, aluminum clad facia and soffits.
4. Stain all siding w/ 1 coat of exterior matted finish PPG "ProLux SRD" wood finish. https://www.ppgpaints.com/products/exterior-stain/proluxe-srd-wood-finish
5. Small shed @ Clear Creek: paint trim and stain siding to match house.

Large Shed on 119:

1. Paint body complete w/ 2 coats of Sherwin Williams "Duration" ext. satin:_____ to match house.

*note that the exterior decks/rails/stairs are not to be stained.
*note that anodized aluminum factory finish windows and screen doors are not to be painted.

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of:
Original price $14560.00 (-5% discount @ $728.00) **$13832.00**

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature DocuSigned by: Cherokee Blake 4C008F11A71A486... Date 5/11/2023

DocuSign Envelope ID: 87AE3418-EE78-494B-8DA7-EBA503C94415

BLACK HAWK

CITY OF BLACK HAWK

RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS

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Approved by Resolution 13-2021 on March 17, 2021

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The Program preserves the architectural character of the residential properties within the Historic Residential District.

2. The Program provides the Property Owner with the resources and financial assistance needed to maintain the exterior paint on residential buildings.

3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. Application: A formal request to participate in the Exterior Residential Paint Program. Applications are considered in the order received.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Building Official: The City official is charged with the responsibility of administering and enforcing the City's building codes.

4. Certificate of Architectural Compatibility: Land use process to document an exterior improvement to a property, such as a color change.

5. City of Black Hawk Residential Design Guidelines: Guidelines developed to help preserve the City's character with exterior improvements to buildings.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City Manager: The City Manager is the chief administrative officer for all departments of the City, is appointed by the City Council, and shall have and exercise all the administrative powers vested in the City.

8. City Staff: An employee of the City of Black Hawk or an entity designated by the City of Black Hawk to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program

9. Construction Hard Costs: Costs related to labor, materials, and overhead.

10. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly associated with the physical installation of the Scope of Work.

11. Exterior Residential Paint Program: A funding source from the City of Black Hawk administered directly between the Property Owner and Paint Consultant.

12. Grant Program Agreement: The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.

13. Grant Recipient: Any person or their authorized agent / designated representative who the City of Black Hawk awards an Exterior Residential Paint grant.

14. Guide to Programs: This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.

15. Municipal Code: A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.

16. Outbuildings: Accessory structures to the original building.

17. Paint Consultant: The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.

18. Property Owner: Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.

19. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

20. Residential Properties: Properties within the City Limits of Black Hawk.

21. Site Vist Checklist /Scope of Work: This is a guide to help the Paint Consultant and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.

22. Substantial Completion: The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close out the project.

23. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) full access to the Property under consideration to complete the Scope of Work. The easement is only valid for the duration of the construction period.

24. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Receipt of a Residential Exterior Paint Grant is taxable income to the Property Owner.

2. Under this Residential Exterior Paint Program, funds awarded under the State and Federal income tax laws are considered income.

3. The City reports approved and awarded Grants to State and Federal taxing authorities in the manner provided by applicable law.

4. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to State and Federal authorities due to receiving a Grant under this Program.

5. The Property Owner should consult with their tax advisor about whether the one-time first-round reimbursement is income and gives rise to additional State and Federal income tax liability.

6. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Residential Exterior Paint Program.

7. The City is not responsible for the payment of any tax liability associated with participation in the Residential Exterior Paint Program.

8. The City of Black Hawk provides a one-time first-round reimbursement of a Property Owner's State and Federal income tax liability in association with a Residential Exterior Paint Grant's receipt. The second-round tax liability is the full financial responsibility of the Property Owner.

9. The City encumbers dollars in its accounting system to accommodate a one-time first-round payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such amount and delivering it to the City of Black Hawk Finance Department.

10. A Property Owner is required to submit documentation for the one-time first-round tax payment reimbursement during the calendar year(s) following the Grant funds' receipt.

11. Suppose the one-time first-round reimbursement is not requested within the time limits set forth herein. In that case, the encumbered funds will no longer be available to the Property Owner for State and Federal tax payment reimbursement. Such encumbered funds will be reallocated back into the City budget for other purposes.

12. The City of Black Hawk does NOT reimburse the Property Owner for any additional State and Federal income tax liability that might arise from the one-time first-round reimbursement.

13. Regardless of the City's agreement to compensate Grant recipients for the one-time first-round State and Federal tax burden of a Grant, the obligation to pay any taxes, including the second round, remains the Property Owner's responsibility as the Grant recipient.

14. The Residential Exterior Paint **Grant Program Agreement** sets forth the terms and conditions of participation in the Program.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. ELIGIBILITY

1. Participation in the Residential Exterior Paint Program requires an **Application – See Exhibit A.**

2. Eligible properties are located within the Black Hawk City limits.

3. Each Residential Property is initially considered to participate in the Program under the initial five (5) year cycle. Once a Residential Property has received funding under the initial five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

4. All funding is subject to the availability of grant funds. The City Manager allocates in the exercise of their sole discretion and is further subject to the annual budget and appropriation of the General Fund by the City of Black Hawk City Council.

5. Items covered under the Program include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, previously painted gutters, downspouts, and vertical concrete. A site walk will identify incidental and major repairs.

6. The Property Owner undertakes the financial responsibility for repairs.

7. The Property Owner promptly undertakes the improvements and other repairs identified by the City. The Property Owner has two (2) months to complete the repairs and painting, which time period shall begin upon the issuance of a building permit by the City to start the Project.

8. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

9. Both historic and non-historic elements are eligible under the Program.

B. LEGAL REQUIREMENTS

1. Along with the approval of an Application by the City, the Property Owner must enter into legal agreements with the City which describe the terms for participation in the Residential Exterior Paint Program.

2. Participation in the Residential Exterior Paint Program requires at a minimum an **Application**, Residential Exterior Paint **Grant Program Agreement**, a W-9 Form, a Scope of Work, a Building Permit, a Check and Payment Request Reimbursement form, and **Federal and State Tax Liability Reimbursement**.

3. Additional documents such as a Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, or Certificate of Architectural Compatibility may also be required.

4. The Property Owner promptly undertakes the construction of improvements and other repairs of the Property identified by the City. The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit by the City to start the Project.

5. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

C. RESIDENTIAL EXTERIOR PAINT PROGRAM PROVISIONS

1. The Residential Exterior Paint Program is a private project by the Property Owner reimbursed by the City.

2. Property Owners recommended for funding are notified by email when the City makes a final decision.

3. Property Owners not selected by the City will be notified by email explaining the reason(s) for rejection. Those Property Owners may meet with City Staff to discuss the factors that resulted in the Application's rejection. The City schedules Board of Appeals hearings before the Black Hawk City Council acting as the Board of Appeals.

4. The City recommends the Property Owner consults with a qualified tax advisor on the financial impacts of participating in the Program.

5. If a Full Site and Building Grant under the Historic Restoration and Community Preservation Grant Program is Granted within three (3) years of the City Granting a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the Full Site and Building is approved and financed.

6. A Residential Exterior Paint Program Grant is only permitted to a Residential Property once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

7. Neither a Property Owner nor a relative of the Property Owner can be the Paint Consultant, subcontractor, or material supplier.

8. The Property Owner assigns a Power of Attorney if they cannot physically be present in Black Hawk during the Project.

9. If a Property Owner owns multiple Residential Properties, an Application must be made for each eligible Property. Properties are placed on the list in the order in which the Applications are received.

10. The Property Owner undertakes the construction of improvements and other repairs of the Property approved by the City promptly. The Property Owner has two (2) months to complete the Project (repairs and paint), which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to start the Project.

11. The Program is not a substitute for routine maintenance or a Property Owner's property insurance coverage.

12. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the Program.

13. When the City makes certain expenditures to benefit a property in reliance upon a signed Application, the Property Owner agrees to be bound by the terms and conditions in the Residential Exterior Paint Guide to Programs and to complete the Project outlined in the Scope of Work. The Property Owner further agrees that if they decide not to proceed with the Project, the Property Owner is responsible for reimbursing the City for all hard and soft costs incurred and other expenses.

14. The City does not specify colors for buildings. The Property Owner must first consider historic colors.

15. Color schemes consisting of three (3) colors (siding, trim, accent) are reviewed and approved administratively by the City. Any color scheme exceeding three (3) colors is reviewed and approved by City Council.

16. The City may hold a lien against the Property for improper work or to assure the Project is finished as approved. The lien is released when the City inspects and approves the Project as complete.

17. The City pays Grant funds on a "draw" basis; there is no advancement of payments to the Property Owner or Paint Consultant.

18. The Property Owner shall not disburse personal funds to the Paint Consultant for work performed.

19. All work is subject to inspection and review by the Property Owner and the City's Planning Department for compliance with City standards and processes before submitting invoices to the City.

20. The Property Owner is responsible for reviewing, approving, and acknowledging each Paint Consultant invoice by placing their signature or initials on each invoice page (pay application) submitted to the City. City Staff assists the Property Owner with this process.

21. Payments are made directly to the Property Owner after the City receives the Paint Consultant's pay application with a detailed and itemized invoice and a signed Check and Payment Reimbursement Request form from the Property Owner for the approved Scope of Work.

22. Upon receipt of payment, the Property Owner promptly signs over the City of Black Hawk's check to the Paint Consultant as outlined in the FBO (For the Benefit Of) payments process.

23. A Property Owner cannot use Grant funds to get reimbursed in support of work or materials for the Project if completed before Grant approval.

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

1. APPLICATION EVALUATION AND CRITERION FOR SELECTION

a. Projects are selected and authorized upon completion of an Application and in the Order received.

b. The City considers the finished Application quality indicative of the Property Owner's ability to accomplish the proposed Project.

c. The review and approval process is discretionary and subject to the Black Hawk City Council's General Fund's annual budget and appropriation on a case-by-case eligibility basis.

d. The City reserves the right to reduce the Application amount, require alternative materials due to cost, longevity, appropriateness of materials, and quality, or request additional information to assist in the thorough review of any Application.

e. The City consults the Black Hawk Residential Design Guidelines and Black Hawk Municipal Code when reviewing the Residential Exterior Paint Program Application. The City may use any other necessary and appropriate criteria to evaluate, consider, and analyze the Application.

f. An application is approved, approved with conditions, or denied.

g. The City Staff may recommend denial of an application if:

- The Project does not meet the intent of the Program and guidelines;
- There are outstanding debts to the City or unresolved issues associated with City regulations;
- The City considers the Property Owner's manner of upkeep of the Property and may determine that significant deterioration or structural conditions exist on the structure;
- The Property Owner declines to complete the incidental or major repairs identified on the site walk;
- Property Owner's past performance in previous projects, including, but not limited to, any prior Grant expenditure and accomplishing the Project;
- The cost of the work is not commensurate with the projected benefit to be provided to the community.

2. ORIENTATION MEETING / DOCUMENT REVIEW

a. After Application approval, the Property Owner meets with City Staff to discuss the proposed Project. City Staff introduces the general features of the Program via a Zoom or In-person meeting.

b. City Staff reviews the respective agreements with the Property Owner; **Application - Exhibit A, Grant Program Agreement - Exhibit B**, Guide to Programs, W9, Scope of Work, Project Timeline, Building Permit, Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, Check and Payment Reimbursement Request Form, and **Federal and State Tax Liability Reimbursement – Exhibit C**.

c. Property Owners requesting a color change discuss color options with their local Sherwin-Williams or Benjamin Moore supplier and purchase test colors to create a final palette for submission to City Staff.
   - Use the Virtual paint tool on their websites, and upload a photo of your home and try colors virtually:
     https://www.sherwin-williams.com/visualizer#/active/scenes
     https://www.benjaminmoore.com/en-us/color-overview/personal-color-viewer
   - Order 8" x 8" peel and stick samples to try on your home:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose a color, then select Peel-And-Stick
   - Or you can order free 2" x 3" "ColorSnap color chips:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose color and Color Swatch.

d. After City Council approval, any Property Owner who makes a color change agrees to withdraw from the Program and can reapply the following year.

3. SCOPE OF WORK

a. The City hires the Paint Consultant.

b. The Paint Consultant has a current business license, carries the required insurance during the entire Project, and is familiar with lead-based paint safe practices. Evidence of such is verified before any work commences on the Project.

c. City Staff schedules, if required, a hazardous materials investigation (Lead Paint) to determine what, if any, dangerous materials may be present onsite. The Lead Paint report, if required, defines encapsulation requirements. The Paint Consultant and his personnel are familiar with performing the encapsulation safely.

d. Lead Paint testing and encapsulation are included in the Scope of Work; if required.

e. City Staff schedules a site visit with the Paint Consultant and Property Owner to identify existing conditions, incidental and major repairs and creates the Scope of Work considering the following elements:
   1) Lead paint encapsulation, incidental and major repairs, preparation, and paint.
   2) A low-profile historic color scheme that highlights, not diminishes, the structure's architectural character and coordinates all façade elements—muted colors for the base and brighter colors for accents.
   3) Natural masonry finishes remain unpainted.

f. City Staff, the Paint Consultant, and Property Owner create and agree to a project-specific timeline. The Paint Consultant updates the project timeline throughout the entire Project until completion.

g. The Paint Consultant provides the Property Owner a minimum of one (1) gallon of each paint color, varnish, and stain for touch-ups and continued upkeep and maintenance of the surfaces painted under the Program.

h. City Staff schedules the Temporary Construction Easement public hearing before City Council if required.

i. City Staff submits to Finance the Temporary Construction Easement fee payable to neighboring Property Owner(s) as the Grantor, following City Council approval. City Staff includes a completed W-9 form from Grantor with the payment request.

j. City Staff completes the building permit application before the start of the project and informs the Property Owner.

k. The Paint Consultant completes the Temporary Use permit, if required.

l. The Property Owner is physically present during the entire project or assigns a Power-of-Attorney to another person.

4. DOCUMENT APPROVAL

a. The Property Owner signs all Program agreements; Application, Guide to Programs, Grant Program Agreement, completes and submits a W-9 Form, agree to create a Scope of Work, acknowledges the Federal and State Tax Liability Reimbursement, Building Permit, Temporary Construction Easement, the Check and Payment Reimbursement processes, and agrees to assign a Power-of-Attorney to another person to act in their best interest if they cannot be physically present for the entire project.

b. City Council reviews and approves the Temporary Construction Easement. City Staff requests a $10.00 payment from Finance payable to the neighboring Property Owner(s) as the Grantor(s).

c. The City issues the Paint Consultant a Notice to Proceed.

5. PERMITTING

a. If the Property Owner has a color change, City Staff initiates for Administrative Approval, a Certificate of Architectural Compatibility per Black Hawk Municipal Code, Chapter 16, Article XVII – Application Procedures and Submittal Requirements – Section 16-368 – City Council Design Review and Compatibility Process.

b. Subcontractors register for a business license and provide the required insurance with the City per the Black Hawk Municipal Code, Chapter 6, Article VII. Because this is a City project, the subcontractors pay no fee.

c. The Paint Consultant supplies a list of its subcontractors and corresponding City registration numbers for the Grant project.

d. The Paint Consultant maintains each individual project schedule from the beginning to the end of the Project and updates City Staff. City Staff informs the Property Owner of any schedule changes.

e. The City waives all building permit fees for residential projects, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code; however, the City creates and issues a no-charge building permit and secures appropriate inspections.

f. The Paint Consultant may require a Temporary Use Permit, which City Staff executes.

g. The Paint Consultant provides individual project drawdowns two (2) weeks before the project timeframe to City Staff. City Staff obtains written approval from the Property Owner within (3) three business days of the Paint Consultant providing the samples.

6. RESIDENTIAL EXTERIOR PAINTING WORK COMMENCES

a. The Property Owner provides the Paint Consultant full access to the site and work area.

b. The Property Owner removes all items on and away from the structure, outbuildings, decks, and porches.

c. The Property Owner keeps all pets out of the Paint Consultants' work area.

d. The Property Owner removes daily all pet waste from the Paint Consultants' work area for the job's duration.

e. The Paint Consultant brings all necessary materials, supplies, equipment, and accessories to the site or work area.

f. The Paint Consultant is responsible for securing their equipment at all times. No persons are allowed on the site unless they have specific business.

g. The City is not responsible for the theft, loss, or damage to Paint Consultant materials, equipment, tools, or personal belongings on the site.

h. The Paint Consultant is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts.

i. The Paint Consultant is not permitted to bring animals on site.

j. The Paint Consultant performs the work according to the approved Scope of Work and is attached to the building permit.

k. City Staff and the Property Owner inspect the work and monitor the Project.

l. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. Because the approved Change Order amount is taxable income to the Property Owner, the Grant Program Agreement is amended, requiring City Council approval.

m. Onsite progress meetings are as needed with the Property Owner, Paint Consultant, and City Staff.

7. PAYMENTS

a. The Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice, for each requested payment within three (3) business days of invoice receipt. City Staff assists with this process.

b. With the initial Check and Payment Reimbursement Request form, the Property Owner attaches a completed W-9, if not previously provided.

c. All payments for approved work are by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Paint Consultant for the Project.

d. Once the Finance Department processes the Check and Payment Reimbursement Request, the Property Owner endorses the check for each requested payment over to the Paint Consultant within three (3) business days.

e. By signing the Residential Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the payment process to the Paint Consultant for the contracted work and understands they are not to defraud the City or the Paint Consultant during any part of the process for the Project.

f. The Property Owner is responsible for submitting all payment requests within three (3) business days throughout the Project's duration.

8. RESIDENTIAL EXTERIOR PAINTING COMPLETED

a. When the preparation and painting work has been performed according to the approved Scope of Work, the City Staff, and the Property Owner conduct a final inspection with the Paint Consultant.

b. The Paint Consultant cleans the site upon completion of work. All paint chips are captured and disposed of, all areas de-masked, exterior windows are free of paint and operable.

c. The City will release the final payment due to the Paint Consultant after the final inspection and project closeout with the Property Owner.

APPENDIX 2: PREPARATION AND PAINTING

1. PREPARATION

a. Two (2) weeks before the Paint Consultant begins the Project, the Property Owner agrees to complete all necessary major repairs.

b. The Paint Consultant preps the Project by gently washing the exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence. Completes all incidental repairs such as sanding all chipping and peeling paint and patches and caulks all cracks and imperfections

c. The Paint Consultant repairs, at their expense, damage to any structure or property caused during the prep work.

2. PAINTING – PAINT CONSULTANT

a. Uses Benjamin Moore or Sherwin-Williams products or recommends an alternate product to the City for approval.

b. Selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.

c. Coated Surfaces: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.

d. Before starting work, check products, color, and sheen to assure conformity to specified color and finish as described in the Scope of Work.

e. Mask all areas requiring protection from overspray and take into consideration any wind.

f. Is responsible for material damaged by paint covering surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.

g. Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-up. Supply the paint cans and marks each can identifying the product. The Property Owner stores the product in a temperature-controlled area protected from temperatures below 45°F or above 95°F.

3. **PRIMER/PAINT/VARNISH/STAIN APPLICATION:**

a. All failing paint, including peeling and bubbling areas, is scraped from the substrate.

b. Caulk all cracks, windows, and patch small holes.

c. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

d. Prep and prime all exposed wood surfaces following the Manufacture's recommendation and thickness. The primer coat differs in color.

e. Apply two (2) coats of each product or the Manufacture's recommendation and thickness.

f. If transitioning from a stain to paint, one (1) coat of primer and (2) coats of paint are applied per the Manufacture's recommendation and thickness.

g. If surfaces are sprayed, Paint Consultant back-rolls all surfaces.

h. All stain is two (2) coats with a clear natural satin finish or the Manufacture's recommendation and thickness.

i. The job is free of runs, sags, cracking, and skips with edges cut neatly.

j. The Paint Consultant schedules work to apply paint when weather conditions are per the manufacturer's specifications.
   - Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.
   - Painting exteriors below 45°F.
   - The Paint Consultant assumes all responsibility and is accountable for painting under adverse conditions.

k. Paint the top and the bottom edge of all doors and windows.

l. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.

m. Paint all roof vents and flashing black or another specified color. Mechanical vents located within the siding match the siding color.

n. Caulk all joints in exterior trim, including areas where wood joins siding.

o. Consult with City Staff for appropriate sheen. Include sheen in the Scope of Work.

p. Sealant color to match siding or trim. Apply at windows, door frames, flashing, and jacks. Bed metal thresholds in sealant;

q. Provides a one (1) year limited warranty from substantial completion. This warranty is in addition to and is not limited to any other warranty or remedy required by law or by the Scope of Work and Program documents. All nonconforming work identified by the Property Owner and considered defective is corrected before the one (1) year warranty expires.

PROPERTY OWNER ACKNOWLEDGEMENT

I, **Cherokee Blake**, as the Property Owner of residential Property addressed as **197 Clear Creek** Black Hawk, Colorado, 80422. I certify that I have submitted an Application to participate in the Program, read the Residential Exterior Paint Program Guide to Programs, agree to comply with the Federal and State Tax Liability Reimbursement process, agree to create a Scope of Work, consent to participate in the Program from start to finish or actively assign a Power-of-Attorney if I am physically unable to be in Black Hawk for the entire project, obtain a Building Permit, agree to a Temporary Construction Easement if required, complete and submit Check and Payment Reimbursement forms within three (3) business days of invoice receipt, and to provide a completed W-9 Form. I fully understand and agree to the Residential Exterior Paint Program documents set forth therein and agree to be bound by the terms and conditions of all Program documents.

By: DocuSigned by: Cherokee Blake
4C008F11A71A485...
Property Owner

Date: 5/11/2023

EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM APPLICATION

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM APPLICATION GRANT YEAR _____

Date: April 19, 2024_____

Property Street Address: 197Clear Creek St

Owner(s): John and Cherokee Blake

Owner(s) Mailing Address: PO Box 112, Black Hawk, CO 80422 _____

Owner(s) Telephone No.: (H) 303-582-5207 (W) (Cell) _____

Owner Email Address: jjcblake@gmail.com _____

Contact Person (if different from owner) _____

Contact Telephone No.: (H) (W) 303-515-4300 (Cell) 303-589-6007 _____

Contact Email Address: cherokee0228@gmail.com _____

With the Owner's written permission, applications can be made by individuals other than the Property Owner. Written permission must be in the form of a signed and notarized 'Power-of-Attorney' attached to the application.

4/19/23

Property Owner Signature Date

EXHIBIT B

RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT

BLACK HAWK®

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the ***"Agreement"***) is made as of the **24th** day of **May**, 2023, (the ***"Effective Date"***) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the ***"City"***) and **John & Cherokee Blake** (the ***"Property Owner"***), whose Residential Property address is: **197 Clear Creek St**.

RECITALS

A. The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the ***"Residential Exterior Paint Program"***).

B. The Property Owner, who is the owner of a structure located at: **197 Clear Creek St , Black Hawk, Colorado 80422**, (the ***"Residential Property"***) submitted an application under the Exterior Paint Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **$13,832.00** (the ***"Grant"***) for the exterior paint of a Residential Property.

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Grant (the "Tax Burden") for the year in which the Grant is received. Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. Regardless of whether the Property Owner requests payment from the City prior to payment of his/her taxes, or Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. Agreement, Acknowledgement and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 Review of Documents. The Property Owner **(a)** has read this Agreement and the applicable "Residential Exterior Paint Program Guide to Programs," **(b)** fully understands the terms and conditions of the Grant as set forth therein, and **(c)** agrees to be bound by those terms and conditions.

2.2 Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner's right to any Grant payments.

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. ***Undertaking.*** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the ***"Project"***). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.

4. ***Conditions Precedent to Disbursement of Funds.*** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:

4.1 ***Evidence of Construction Costs.*** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 ***Building Permit.*** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 ***Other Documents or Requirements.*** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 ***Completion of Improvements.*** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. ***Disbursement.***

5.1 ***Grant Disbursement***. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding

work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor as outlined in the FBO (For the Benefit Of) payments process.

6. ***Termination of the Grant.*** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 1, 2023** (The ***"Termination Date"***), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 Reimbursement. In the event the amount of the Grant plus the Tax Burden (the ***"Combined Amount"***) set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the ***"Reimbursement Amount"***).

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust (***"Estimated Reimbursement Amount"***); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the

City shall pay the difference back to the Owner after the transfer or sale and upon the City's receipt of the Estimated Reimbursement Amount.

7.3 ***Avoidance of Security Requirement.*** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. ***Non-Transferable.*** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:	**City of Black Hawk** **P.O. Box 68** **Black Hawk, CO 80422** **ATTN: Community Planning & Development**
If to the Property Owner:	**John & Cherokee Blake** **197 Clear Creek St** **PO Box 112** **Black Hawk, CO 80422** **Cherokee0228@gmail.com**

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

10.1 ***Amendments and Supplements:*** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 ***Severability.*** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 ***Standard of Approval.*** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 ***Waiver.*** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 ***Time of the Essence.*** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 ***Governing Law.*** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

DocuSign Envelope ID: 87AE3418-EE78-494B-8DA7-EBA503C94415

***IN WITNESS WHEREOF*,** the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: DocuSigned by: Cherokee Blake
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Property Owner

5/11/2023

EXHIBIT C

RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS

City of Black Hawk

Community Planning and Development 211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2023

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $ _____

Federal Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

All requests for payment must be supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal and State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as Exhibit A – Income Tax Liability and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request which does not provide the necessary information or is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, with no exceptions.

I hereby acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature **Date**

INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2023

City of Black Hawk
Attn: Finance Director
P.O. Box 68, 211 Church Street
Black Hawk, CO 80422

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2023**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at:

_____
in the amount of $_____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____and my tax liability would have been $_____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____. My tax liability would have been $_____ without reporting the grant.

I certify that the above information is true and correct. To the extent the information is not correct, I understand that I may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts and that I may also be subject to criminal prosecution.

Sincerely,

_____ _____
Owner's Signature **Date**

301 HIGH STREET

Independent Painting

Mobile: 720-938-5398
PO Box 672
Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 010523
Sheet No. 1
Date 01-05-23 Updated 05-06-23
Prepared by: Eric Miller
Work to be Preformed at: 301 High

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of…

Exterior Repaint of 301 High St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, facia, casing, etc..
4. Tape/Caulk all windows glass to sashes to insure a good seal on glass.
5. Set any nails and or secure loose siding/trim as needed.
6. Paint trim complete w/ 2 coats of Behr "Ultra" ext. satin color #:_____Dk Blue
7. Paint body complete w/ 2 coats of Behr "Ultra" ext. satin color #:_____Med Blue
8. Paint accent #1 complete w/ 2 coats of Behr "Ultra" ext. satin color #:_____Lt Blue
9. Paint accent #2 complete w/2 coats of Behr "Ultra" ext. satin color #:_____Cream
10. Paint accent #3 complete w/ 2 coats of Behr "Premium Plus" ext. satin color #:_____Red
11. Stain rear deck/handrail/balusters complete w/1 coat of PPG ProLuxe SRD Wood Finish _____
12. Stain front porch deck only complete w/1 coat of PPG ProLuxe SRD Wood Finish _____ color?
13. Out bldg. to be repainted, color layout tbt by contractor.
14. Upper outhouse, two sides to painted unless not fully repaired on all 4 sides.

*gutters and downspouts not to be painted
*repairs to out house/out bldg. to be done by outside contractor
*includes 1 week rental cost of a Z45 articulating boom lift. Street closures coordinated w/Public Works.

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of
Original price $25632.00 (-5% discount @ $1281.60) ~~$21354.30~~ $24,350.40

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DocuSigned by: Lloyd Larsen

Signature _____ Date 5/11/2023

DocuSign Envelope ID: AC65CF0C-FE8F-44B5-B391-33D2ED57F7C4

BLACK HAWK

CITY OF BLACK HAWK

RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS

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Approved by Resolution 13-2021 on March 17, 2021

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The Program preserves the architectural character of the residential properties within the Historic Residential District.

2. The Program provides the Property Owner with the resources and financial assistance needed to maintain the exterior paint on residential buildings.

3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. Application: A formal request to participate in the Exterior Residential Paint Program. Applications are considered in the order received.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Building Official: The City official is charged with the responsibility of administering and enforcing the City's building codes.

4. Certificate of Architectural Compatibility: Land use process to document an exterior improvement to a property, such as a color change.

5. City of Black Hawk Residential Design Guidelines: Guidelines developed to help preserve the City's character with exterior improvements to buildings.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City Manager: The City Manager is the chief administrative officer for all departments of the City, is appointed by the City Council, and shall have and exercise all the administrative powers vested in the City.

8. City Staff: An employee of the City of Black Hawk or an entity designated by the City of Black Hawk to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program

9. Construction Hard Costs: Costs related to labor, materials, and overhead.

10. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly associated with the physical installation of the Scope of Work.

11. Exterior Residential Paint Program: A funding source from the City of Black Hawk administered directly between the Property Owner and Paint Consultant.

12. Grant Program Agreement: The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.

13. Grant Recipient: Any person or their authorized agent / designated representative who the City of Black Hawk awards an Exterior Residential Paint grant.

14. Guide to Programs: This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.

15. Municipal Code: A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.

16. Outbuildings: Accessory structures to the original building.

17. Paint Consultant: The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.

18. Property Owner: Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.

19. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

20. Residential Properties: Properties within the City Limits of Black Hawk.

21. Site Vist Checklist /Scope of Work: This is a guide to help the Paint Consultant and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.

22. Substantial Completion: The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close out the project.

23. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) full access to the Property under consideration to complete the Scope of Work. The easement is only valid for the duration of the construction period.

24. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Receipt of a Residential Exterior Paint Grant is taxable income to the Property Owner.

2. Under this Residential Exterior Paint Program, funds awarded under the State and Federal income tax laws are considered income.

3. The City reports approved and awarded Grants to State and Federal taxing authorities in the manner provided by applicable law.

4. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to State and Federal authorities due to receiving a Grant under this Program.

5. The Property Owner should consult with their tax advisor about whether the one-time first-round reimbursement is income and gives rise to additional State and Federal income tax liability.

6. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Residential Exterior Paint Program.

7. The City is not responsible for the payment of any tax liability associated with participation in the Residential Exterior Paint Program.

8. The City of Black Hawk provides a one-time first-round reimbursement of a Property Owner's State and Federal income tax liability in association with a Residential Exterior Paint Grant's receipt. The second-round tax liability is the full financial responsibility of the Property Owner.

9. The City encumbers dollars in its accounting system to accommodate a one-time first-round payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such amount and delivering it to the City of Black Hawk Finance Department.

10. A Property Owner is required to submit documentation for the one-time first-round tax payment reimbursement during the calendar year(s) following the Grant funds' receipt.

11. Suppose the one-time first-round reimbursement is not requested within the time limits set forth herein. In that case, the encumbered funds will no longer be available to the Property Owner for State and Federal tax payment reimbursement. Such encumbered funds will be reallocated back into the City budget for other purposes.

12. The City of Black Hawk does NOT reimburse the Property Owner for any additional State and Federal income tax liability that might arise from the one-time first-round reimbursement.

13. Regardless of the City's agreement to compensate Grant recipients for the one-time first-round State and Federal tax burden of a Grant, the obligation to pay any taxes, including the second round, remains the Property Owner's responsibility as the Grant recipient.

14. The Residential Exterior Paint **Grant Program Agreement** sets forth the terms and conditions of participation in the Program.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. ELIGIBILITY

1. Participation in the Residential Exterior Paint Program requires an **Application – See Exhibit A.**

2. Eligible properties are located within the Black Hawk City limits.

3. Each Residential Property is initially considered to participate in the Program under the initial five (5) year cycle. Once a Residential Property has received funding under the initial five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

4. All funding is subject to the availability of grant funds. The City Manager allocates in the exercise of their sole discretion and is further subject to the annual budget and appropriation of the General Fund by the City of Black Hawk City Council.

5. Items covered under the Program include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, previously painted gutters, downspouts, and vertical concrete. A site walk will identify incidental and major repairs.

6. The Property Owner undertakes the financial responsibility for repairs.

7. The Property Owner promptly undertakes the improvements and other repairs identified by the City. The Property Owner has two (2) months to complete the repairs and painting, which time period shall begin upon the issuance of a building permit by the City to start the Project.

8. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

9. Both historic and non-historic elements are eligible under the Program.

B. LEGAL REQUIREMENTS

1. Along with the approval of an Application by the City, the Property Owner must enter into legal agreements with the City which describe the terms for participation in the Residential Exterior Paint Program.

2. Participation in the Residential Exterior Paint Program requires at a minimum an **Application**, Residential Exterior Paint **Grant Program Agreement**, a W-9 Form, a Scope of Work, a Building Permit, a Check and Payment Request Reimbursement form, and **Federal and State Tax Liability Reimbursement**.

3. Additional documents such as a Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, or Certificate of Architectural Compatibility may also be required.

4. The Property Owner promptly undertakes the construction of improvements and other repairs of the Property identified by the City. The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit by the City to start the Project.

5. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

C. RESIDENTIAL EXTERIOR PAINT PROGRAM PROVISIONS

1. The Residential Exterior Paint Program is a private project by the Property Owner reimbursed by the City.

2. Property Owners recommended for funding are notified by email when the City makes a final decision.

3. Property Owners not selected by the City will be notified by email explaining the reason(s) for rejection. Those Property Owners may meet with City Staff to discuss the factors that resulted in the Application's rejection. The City schedules Board of Appeals hearings before the Black Hawk City Council acting as the Board of Appeals.

4. The City recommends the Property Owner consults with a qualified tax advisor on the financial impacts of participating in the Program.

5. If a Full Site and Building Grant under the Historic Restoration and Community Preservation Grant Program is Granted within three (3) years of the City Granting a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the Full Site and Building is approved and financed.

6. A Residential Exterior Paint Program Grant is only permitted to a Residential Property once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

7. Neither a Property Owner nor a relative of the Property Owner can be the Paint Consultant, subcontractor, or material supplier.

8. The Property Owner assigns a Power of Attorney if they cannot physically be present in Black Hawk during the Project.

9. If a Property Owner owns multiple Residential Properties, an Application must be made for each eligible Property. Properties are placed on the list in the order in which the Applications are received.

10. The Property Owner undertakes the construction of improvements and other repairs of the Property approved by the City promptly. The Property Owner has two (2) months to complete the Project (repairs and paint), which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to start the Project.

11. The Program is not a substitute for routine maintenance or a Property Owner's property insurance coverage.

12. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the Program.

13. When the City makes certain expenditures to benefit a property in reliance upon a signed Application, the Property Owner agrees to be bound by the terms and conditions in the Residential Exterior Paint Guide to Programs and to complete the Project outlined in the Scope of Work. The Property Owner further agrees that if they decide not to proceed with the Project, the Property Owner is responsible for reimbursing the City for all hard and soft costs incurred and other expenses.

14. The City does not specify colors for buildings. The Property Owner must first consider historic colors.

15. Color schemes consisting of three (3) colors (siding, trim, accent) are reviewed and approved administratively by the City. Any color scheme exceeding three (3) colors is reviewed and approved by City Council.

16. The City may hold a lien against the Property for improper work or to assure the Project is finished as approved. The lien is released when the City inspects and approves the Project as complete.

17. The City pays Grant funds on a "draw" basis; there is no advancement of payments to the Property Owner or Paint Consultant.

18. The Property Owner shall not disburse personal funds to the Paint Consultant for work performed.

19. All work is subject to inspection and review by the Property Owner and the City's Planning Department for compliance with City standards and processes before submitting invoices to the City.

20. The Property Owner is responsible for reviewing, approving, and acknowledging each Paint Consultant invoice by placing their signature or initials on each invoice page (pay application) submitted to the City. City Staff assists the Property Owner with this process.

21. Payments are made directly to the Property Owner after the City receives the Paint Consultant's pay application with a detailed and itemized invoice and a signed Check and Payment Reimbursement Request form from the Property Owner for the approved Scope of Work.

22. Upon receipt of payment, the Property Owner promptly signs over the City of Black Hawk's check to the Paint Consultant as outlined in the FBO (For the Benefit Of) payments process.

23. A Property Owner cannot use Grant funds to get reimbursed in support of work or materials for the Project if completed before Grant approval.

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

1. APPLICATION EVALUATION AND CRITERION FOR SELECTION

a. Projects are selected and authorized upon completion of an Application and in the Order received.

b. The City considers the finished Application quality indicative of the Property Owner's ability to accomplish the proposed Project.

c. The review and approval process is discretionary and subject to the Black Hawk City Council's General Fund's annual budget and appropriation on a case-by-case eligibility basis.

d. The City reserves the right to reduce the Application amount, require alternative materials due to cost, longevity, appropriateness of materials, and quality, or request additional information to assist in the thorough review of any Application.

e. The City consults the Black Hawk Residential Design Guidelines and Black Hawk Municipal Code when reviewing the Residential Exterior Paint Program Application. The City may use any other necessary and appropriate criteria to evaluate, consider, and analyze the Application.

f. An application is approved, approved with conditions, or denied.

g. The City Staff may recommend denial of an application if:

- The Project does not meet the intent of the Program and guidelines;
- There are outstanding debts to the City or unresolved issues associated with City regulations;
- The City considers the Property Owner's manner of upkeep of the Property and may determine that significant deterioration or structural conditions exist on the structure;
- The Property Owner declines to complete the incidental or major repairs identified on the site walk;
- Property Owner's past performance in previous projects, including, but not limited to, any prior Grant expenditure and accomplishing the Project;
- The cost of the work is not commensurate with the projected benefit to be provided to the community.

2. ORIENTATION MEETING / DOCUMENT REVIEW

a. After Application approval, the Property Owner meets with City Staff to discuss the proposed Project. City Staff introduces the general features of the Program via a Zoom or In-person meeting.

b. City Staff reviews the respective agreements with the Property Owner; **Application - Exhibit A, Grant Program Agreement - Exhibit B**, Guide to Programs, W9, Scope of Work, Project Timeline, Building Permit, Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, Check and Payment Reimbursement Request Form, and **Federal and State Tax Liability Reimbursement – Exhibit C**.

c. Property Owners requesting a color change discuss color options with their local Sherwin-Williams or Benjamin Moore supplier and purchase test colors to create a final palette for submission to City Staff.
   - Use the Virtual paint tool on their websites, and upload a photo of your home and try colors virtually:
     https://www.sherwin-williams.com/visualizer#/active/scenes
     https://www.benjaminmoore.com/en-us/color-overview/personal-color-viewer
   - Order 8" x 8" peel and stick samples to try on your home:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose a color, then select Peel-And-Stick
   - Or you can order free 2" x 3" "ColorSnap color chips:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose color and Color Swatch.

d. After City Council approval, any Property Owner who makes a color change agrees to withdraw from the Program and can reapply the following year.

3. SCOPE OF WORK

a. The City hires the Paint Consultant.

b. The Paint Consultant has a current business license, carries the required insurance during the entire Project, and is familiar with lead-based paint safe practices. Evidence of such is verified before any work commences on the Project.

c. City Staff schedules, if required, a hazardous materials investigation (Lead Paint) to determine what, if any, dangerous materials may be present onsite. The Lead Paint report, if required, defines encapsulation requirements. The Paint Consultant and his personnel are familiar with performing the encapsulation safely.

d. Lead Paint testing and encapsulation are included in the Scope of Work; if required.

e. City Staff schedules a site visit with the Paint Consultant and Property Owner to identify existing conditions, incidental and major repairs and creates the Scope of Work considering the following elements:
   1) Lead paint encapsulation, incidental and major repairs, preparation, and paint.
   2) A low-profile historic color scheme that highlights, not diminishes, the structure's architectural character and coordinates all façade elements—muted colors for the base and brighter colors for accents.
   3) Natural masonry finishes remain unpainted.

f. City Staff, the Paint Consultant, and Property Owner create and agree to a project-specific timeline. The Paint Consultant updates the project timeline throughout the entire Project until completion.

g. The Paint Consultant provides the Property Owner a minimum of one (1) gallon of each paint color, varnish, and stain for touch-ups and continued upkeep and maintenance of the surfaces painted under the Program.

h. City Staff schedules the Temporary Construction Easement public hearing before City Council if required.

i. City Staff submits to Finance the Temporary Construction Easement fee payable to neighboring Property Owner(s) as the Grantor, following City Council approval. City Staff includes a completed W-9 form from Grantor with the payment request.

j. City Staff completes the building permit application before the start of the project and informs the Property Owner.

k. The Paint Consultant completes the Temporary Use permit, if required.

l. The Property Owner is physically present during the entire project or assigns a Power-of-Attorney to another person.

4. DOCUMENT APPROVAL

a. The Property Owner signs all Program agreements; Application, Guide to Programs, Grant Program Agreement, completes and submits a W-9 Form, agree to create a Scope of Work, acknowledges the Federal and State Tax Liability Reimbursement, Building Permit, Temporary Construction Easement, the Check and Payment Reimbursement processes, and agrees to assign a Power-of-Attorney to another person to act in their best interest if they cannot be physically present for the entire project.

b. City Council reviews and approves the Temporary Construction Easement. City Staff requests a $10.00 payment from Finance payable to the neighboring Property Owner(s) as the Grantor(s).

c. The City issues the Paint Consultant a Notice to Proceed.

5. PERMITTING

a. If the Property Owner has a color change, City Staff initiates for Administrative Approval, a Certificate of Architectural Compatibility per Black Hawk Municipal Code, Chapter 16, Article XVII – Application Procedures and Submittal Requirements – Section 16-368 – City Council Design Review and Compatibility Process.

b. Subcontractors register for a business license and provide the required insurance with the City per the Black Hawk Municipal Code, Chapter 6, Article VII. Because this is a City project, the subcontractors pay no fee.

c. The Paint Consultant supplies a list of its subcontractors and corresponding City registration numbers for the Grant project.

d. The Paint Consultant maintains each individual project schedule from the beginning to the end of the Project and updates City Staff. City Staff informs the Property Owner of any schedule changes.

e. The City waives all building permit fees for residential projects, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code; however, the City creates and issues a no-charge building permit and secures appropriate inspections.

f. The Paint Consultant may require a Temporary Use Permit, which City Staff executes.

g. The Paint Consultant provides individual project drawdowns two (2) weeks before the project timeframe to City Staff. City Staff obtains written approval from the Property Owner within (3) three business days of the Paint Consultant providing the samples.

6. RESIDENTIAL EXTERIOR PAINTING WORK COMMENCES

a. The Property Owner provides the Paint Consultant full access to the site and work area.

b. The Property Owner removes all items on and away from the structure, outbuildings, decks, and porches.

c. The Property Owner keeps all pets out of the Paint Consultants' work area.

d. The Property Owner removes daily all pet waste from the Paint Consultants' work area for the job's duration.

e. The Paint Consultant brings all necessary materials, supplies, equipment, and accessories to the site or work area.

f. The Paint Consultant is responsible for securing their equipment at all times. No persons are allowed on the site unless they have specific business.

g. The City is not responsible for the theft, loss, or damage to Paint Consultant materials, equipment, tools, or personal belongings on the site.

h. The Paint Consultant is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts.

i. The Paint Consultant is not permitted to bring animals on site.

j. The Paint Consultant performs the work according to the approved Scope of Work and is attached to the building permit.

k. City Staff and the Property Owner inspect the work and monitor the Project.

l. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. Because the approved Change Order amount is taxable income to the Property Owner, the Grant Program Agreement is amended, requiring City Council approval.

m. Onsite progress meetings are as needed with the Property Owner, Paint Consultant, and City Staff.

7. PAYMENTS

a. The Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice, for each requested payment within three (3) business days of invoice receipt. City Staff assists with this process.

b. With the initial Check and Payment Reimbursement Request form, the Property Owner attaches a completed W-9, if not previously provided.

c. All payments for approved work are by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Paint Consultant for the Project.

d. Once the Finance Department processes the Check and Payment Reimbursement Request, the Property Owner endorses the check for each requested payment over to the Paint Consultant within three (3) business days.

e. By signing the Residential Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the payment process to the Paint Consultant for the contracted work and understands they are not to defraud the City or the Paint Consultant during any part of the process for the Project.

f. The Property Owner is responsible for submitting all payment requests within three (3) business days throughout the Project's duration.

8. RESIDENTIAL EXTERIOR PAINTING COMPLETED

a. When the preparation and painting work has been performed according to the approved Scope of Work, the City Staff, and the Property Owner conduct a final inspection with the Paint Consultant.

b. The Paint Consultant cleans the site upon completion of work. All paint chips are captured and disposed of, all areas de-masked, exterior windows are free of paint and operable.

c. The City will release the final payment due to the Paint Consultant after the final inspection and project closeout with the Property Owner.

APPENDIX 2: PREPARATION AND PAINTING

1. PREPARATION

a. Two (2) weeks before the Paint Consultant begins the Project, the Property Owner agrees to complete all necessary major repairs.

b. The Paint Consultant preps the Project by gently washing the exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence. Completes all incidental repairs such as sanding all chipping and peeling paint and patches and caulks all cracks and imperfections

c. The Paint Consultant repairs, at their expense, damage to any structure or property caused during the prep work.

2. PAINTING – PAINT CONSULTANT

a. Uses Benjamin Moore or Sherwin-Williams products or recommends an alternate product to the City for approval.

b. Selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.

c. Coated Surfaces: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.

d. Before starting work, check products, color, and sheen to assure conformity to specified color and finish as described in the Scope of Work.

e. Mask all areas requiring protection from overspray and take into consideration any wind.

f. Is responsible for material damaged by paint covering surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.

g. Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-up. Supply the paint cans and marks each can identifying the product. The Property Owner stores the product in a temperature-controlled area protected from temperatures below 45°F or above 95°F.

3. **PRIMER/PAINT/VARNISH/STAIN APPLICATION:**

a. All failing paint, including peeling and bubbling areas, is scraped from the substrate.

b. Caulk all cracks, windows, and patch small holes.

c. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

d. Prep and prime all exposed wood surfaces following the Manufacture's recommendation and thickness. The primer coat differs in color.

e. Apply two (2) coats of each product or the Manufacture's recommendation and thickness.

f. If transitioning from a stain to paint, one (1) coat of primer and (2) coats of paint are applied per the Manufacture's recommendation and thickness.

g. If surfaces are sprayed, Paint Consultant back-rolls all surfaces.

h. All stain is two (2) coats with a clear natural satin finish or the Manufacture's recommendation and thickness.

i. The job is free of runs, sags, cracking, and skips with edges cut neatly.

j. The Paint Consultant schedules work to apply paint when weather conditions are per the manufacturer's specifications.
   - Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.
   - Painting exteriors below 45°F.
   - The Paint Consultant assumes all responsibility and is accountable for painting under adverse conditions.

k. Paint the top and the bottom edge of all doors and windows.

l. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.

m. Paint all roof vents and flashing black or another specified color. Mechanical vents located within the siding match the siding color.

n. Caulk all joints in exterior trim, including areas where wood joins siding.

o. Consult with City Staff for appropriate sheen. Include sheen in the Scope of Work.

p. Sealant color to match siding or trim. Apply at windows, door frames, flashing, and jacks. Bed metal thresholds in sealant;

q. Provides a one (1) year limited warranty from substantial completion. This warranty is in addition to and is not limited to any other warranty or remedy required by law or by the Scope of Work and Program documents. All nonconforming work identified by the Property Owner and considered defective is corrected before the one (1) year warranty expires.

PROPERTY OWNER ACKNOWLEDGEMENT

I, **Lloyd Larsen**, as the Property Owner of residential Property addressed as **301 High St** Black Hawk, Colorado, 80422. I certify that I have submitted an Application to participate in the Program, read the Residential Exterior Paint Program Guide to Programs, agree to comply with the Federal and State Tax Liability Reimbursement process, agree to create a Scope of Work, consent to participate in the Program from start to finish or actively assign a Power-of-Attorney if I am physically unable to be in Black Hawk for the entire project, obtain a Building Permit, agree to a Temporary Construction Easement if required, complete and submit Check and Payment Reimbursement forms within three (3) business days of invoice receipt, and to provide a completed W-9 Form. I fully understand and agree to the Residential Exterior Paint Program documents set forth therein and agree to be bound by the terms and conditions of all Program documents.

By: DocuSigned by: Lloyd Larsen
0F7FC24FFB6845C...
Property Owner

Date: 5/11/2023

EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM APPLICATION

BLACK HAWK

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM
APPLICATION GRANT YEAR _____

Date: 4/13/2023

Property Street Address: 301 High ST

Owner(s): Lloyd And Christina Larsen

Owner(s) Mailing Address: P.O. Box 189 Blackhawk

Owner(s) Telephone No.: (H) 303-582-7494 (W) 303-278-9549 (Cell) 303-475-7201 preferred #

Owner Email Address: Lloydsce@gmail.com

Contact Person (if different from owner) _____

Contact Telephone No.: (H) Same (W) Same (Cell) Same

Contact Email Address: Same

With the Owner's written permission, applications can be made by individuals other than the Property Owner. Written permission must be in the form of a signed and notarized 'Power-of-Attorney' attached to the application.

Completing an application does not guarantee project funding. Staff presents applications to City Council at the second Council meeting in May for review and approval, conditional approval, or denial. Staff notifies the Property Owner by May 30th if their project received funding. Painting gets underway June 1st, with staggered start dates, and ends by September 30th.

Lloyd Larsen
Property Owner Signature

4/24/23
Date

EXHIBIT B

RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT

BLACK HAWK®

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the ***"Agreement"***) is made as of the **24th** day of **May**, 2023, (the ***"Effective Date"***) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the ***"City"***) and **Lloyd M & Christina A Larsen** (the ***"Property Owner"***), whose Residential Property address is: **301 High St**.

RECITALS

A. The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the ***"Residential Exterior Paint Program"***).

B. The Property Owner, who is the owner of a structure located at: **301 High St , Black Hawk, Colorado 80422**, (the ***"Residential Property"***) submitted an application under the Exterior Paint Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to ~~**$21,354.30**~~ (the ***"Grant"***) for the exterior paint of a Residential Property. $24,350.40

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Grant (the "Tax Burden") for the year in which the Grant is received. Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. Regardless of whether the Property Owner requests payment from the City prior to payment of his/her taxes, or Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. Agreement, Acknowledgement and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 Review of Documents. The Property Owner **(a)** has read this Agreement and the applicable "Residential Exterior Paint Program Guide to Programs," **(b)** fully understands the terms and conditions of the Grant as set forth therein, and **(c)** agrees to be bound by those terms and conditions.

2.2 Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner's right to any Grant payments.

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. ***Undertaking.*** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the ***"Project"***). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.

4. ***Conditions Precedent to Disbursement of Funds.*** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:

4.1 ***Evidence of Construction Costs.*** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 ***Building Permit.*** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 ***Other Documents or Requirements.*** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 ***Completion of Improvements.*** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. ***Disbursement.***

5.1 ***Grant Disbursement***. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding

work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor as outlined in the FBO (For the Benefit Of) payments process.

6. ***Termination of the Grant.*** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 1, 2023** (The ***"Termination Date"***), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 Reimbursement. In the event the amount of the Grant plus the Tax Burden (the ***"Combined Amount"***) set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the ***"Reimbursement Amount"***).

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust (***"Estimated Reimbursement Amount"***); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the

City shall pay the difference back to the Owner after the transfer or sale and upon the City's receipt of the Estimated Reimbursement Amount.

7.3 ***Avoidance of Security Requirement.*** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. ***Non-Transferable.*** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:	**City of Black Hawk** **P.O. Box 68** **Black Hawk, CO 80422** **ATTN: Community Planning & Development**
If to the Property Owner:	**Lloyd M & Christina A Larsen** **301 High St** **PO Box 189** **Black Hawk, CO 80422** **lloydsce@gmail.com**

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

10.1 ***Amendments and Supplements:*** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 ***Severability.*** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 ***Standard of Approval.*** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 ***Waiver.*** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 ***Time of the Essence.*** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 ***Governing Law.*** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

DocuSign Envelope ID: CA8B4350-6E1F-4FB9-988C-0508D7BBA1AE

***IN WITNESS WHEREOF*,** the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: DocuSigned by: Lloyd Larsen 0F7FC24FFB0845C...
Property Owner

5/11/2023

DocuSign Envelope ID: AC65CF0C-FE8F-44B5-B391-33D2ED57F7C4

EXHIBIT C

RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS

City of Black Hawk

Community Planning and Development 211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2023

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $ _____

Federal Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

All requests for payment must be supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal and State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as Exhibit A – Income Tax Liability and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request which does not provide the necessary information or is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, with no exceptions.

I hereby acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature **Date**

INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2023

City of Black Hawk
Attn: Finance Director
P.O. Box 68, 211 Church Street
Black Hawk, CO 80422

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2023**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at:
_____
in the amount of $_____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____and my tax liability would have been $_____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____. My tax liability would have been $_____ without reporting the grant.

I certify that the above information is true and correct. To the extent the information is not correct, I understand that I may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts and that I may also be subject to criminal prosecution.

Sincerely,

_____ _____
Owner's Signature **Date**

231 HORN STREET

DocuSign Envelope ID: 3DBACA81-89D8-41B0-BBBC-0435B42E09DB

Independent Painting

Mobile: 720-938-5398
PO Box 672
Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 010323
Sheet No. 1
Date 01-03-23 Updated 5-6-23
Prepared by: Eric Miller
Work to be Preformed at: 231 Horn

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of…

Exterior Repaint of 231 Horn St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, facia, casing, etc..
4. Tape/Caulk all windows glass to sashes to insure a good seal on glass.
5. Set any nails and or secure loose siding/trim as needed.
6. Paint trim complete w/ 2 coats of Behr "Ultra" ext. satin:_____
7. Paint body complete w/ 2 coats of Behr "Ultra" ext. satin:_____
8. Paint accents complete w/ 2 coats of Behr "Ultra" ext. satin _____(red)

*gutters and downspouts not to be painted
*accents (red) applied to front porch columns & panels on both entry & screen doors.

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of Original price $10255.00 (-5% discount @ $512.75) **$9742.25**

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature Docusigned by: William Lovingier _____ Date 5/14/2023

DocuSign Envelope ID: 3DBACA81-89D8-41B0-BBBC-0435B42E09DB

BLACK HAWK

CITY OF BLACK HAWK

RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS

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Exhibit B: Residential Exterior Paint Program – Agreement

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Approved by Resolution 13-2021 on March 17, 2021

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The Program preserves the architectural character of the residential properties within the Historic Residential District.

2. The Program provides the Property Owner with the resources and financial assistance needed to maintain the exterior paint on residential buildings.

3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. Application: A formal request to participate in the Exterior Residential Paint Program. Applications are considered in the order received.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Building Official: The City official is charged with the responsibility of administering and enforcing the City's building codes.

4. Certificate of Architectural Compatibility: Land use process to document an exterior improvement to a property, such as a color change.

5. City of Black Hawk Residential Design Guidelines: Guidelines developed to help preserve the City's character with exterior improvements to buildings.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City Manager: The City Manager is the chief administrative officer for all departments of the City, is appointed by the City Council, and shall have and exercise all the administrative powers vested in the City.

8. City Staff: An employee of the City of Black Hawk or an entity designated by the City of Black Hawk to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program

9. Construction Hard Costs: Costs related to labor, materials, and overhead.

10. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly associated with the physical installation of the Scope of Work.

11. Exterior Residential Paint Program: A funding source from the City of Black Hawk administered directly between the Property Owner and Paint Consultant.

12. Grant Program Agreement: The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.

13. Grant Recipient: Any person or their authorized agent / designated representative who the City of Black Hawk awards an Exterior Residential Paint grant.

14. Guide to Programs: This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.

15. Municipal Code: A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.

16. Outbuildings: Accessory structures to the original building.

17. Paint Consultant: The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.

18. Property Owner: Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.

19. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

20. Residential Properties: Properties within the City Limits of Black Hawk.

21. Site Vist Checklist /Scope of Work: This is a guide to help the Paint Consultant and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.

22. Substantial Completion: The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close out the project.

23. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) full access to the Property under consideration to complete the Scope of Work. The easement is only valid for the duration of the construction period.

24. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Receipt of a Residential Exterior Paint Grant is taxable income to the Property Owner.

2. Under this Residential Exterior Paint Program, funds awarded under the State and Federal income tax laws are considered income.

3. The City reports approved and awarded Grants to State and Federal taxing authorities in the manner provided by applicable law.

4. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to State and Federal authorities due to receiving a Grant under this Program.

5. The Property Owner should consult with their tax advisor about whether the one-time first-round reimbursement is income and gives rise to additional State and Federal income tax liability.

6. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Residential Exterior Paint Program.

7. The City is not responsible for the payment of any tax liability associated with participation in the Residential Exterior Paint Program.

8. The City of Black Hawk provides a one-time first-round reimbursement of a Property Owner's State and Federal income tax liability in association with a Residential Exterior Paint Grant's receipt. The second-round tax liability is the full financial responsibility of the Property Owner.

9. The City encumbers dollars in its accounting system to accommodate a one-time first-round payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such amount and delivering it to the City of Black Hawk Finance Department.

10. A Property Owner is required to submit documentation for the one-time first-round tax payment reimbursement during the calendar year(s) following the Grant funds' receipt.

11. Suppose the one-time first-round reimbursement is not requested within the time limits set forth herein. In that case, the encumbered funds will no longer be available to the Property Owner for State and Federal tax payment reimbursement. Such encumbered funds will be reallocated back into the City budget for other purposes.

12. The City of Black Hawk does NOT reimburse the Property Owner for any additional State and Federal income tax liability that might arise from the one-time first-round reimbursement.

13. Regardless of the City's agreement to compensate Grant recipients for the one-time first-round State and Federal tax burden of a Grant, the obligation to pay any taxes, including the second round, remains the Property Owner's responsibility as the Grant recipient.

14. The Residential Exterior Paint **Grant Program Agreement** sets forth the terms and conditions of participation in the Program.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. ELIGIBILITY

1. Participation in the Residential Exterior Paint Program requires an **Application – See Exhibit A.**

2. Eligible properties are located within the Black Hawk City limits.

3. Each Residential Property is initially considered to participate in the Program under the initial five (5) year cycle. Once a Residential Property has received funding under the initial five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

4. All funding is subject to the availability of grant funds. The City Manager allocates in the exercise of their sole discretion and is further subject to the annual budget and appropriation of the General Fund by the City of Black Hawk City Council.

5. Items covered under the Program include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, previously painted gutters, downspouts, and vertical concrete. A site walk will identify incidental and major repairs.

6. The Property Owner undertakes the financial responsibility for repairs.

7. The Property Owner promptly undertakes the improvements and other repairs identified by the City. The Property Owner has two (2) months to complete the repairs and painting, which time period shall begin upon the issuance of a building permit by the City to start the Project.

8. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

9. Both historic and non-historic elements are eligible under the Program.

B. LEGAL REQUIREMENTS

1. Along with the approval of an Application by the City, the Property Owner must enter into legal agreements with the City which describe the terms for participation in the Residential Exterior Paint Program.

2. Participation in the Residential Exterior Paint Program requires at a minimum an **Application**, Residential Exterior Paint **Grant Program Agreement**, a W-9 Form, a Scope of Work, a Building Permit, a Check and Payment Request Reimbursement form, and **Federal and State Tax Liability Reimbursement**.

3. Additional documents such as a Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, or Certificate of Architectural Compatibility may also be required.

4. The Property Owner promptly undertakes the construction of improvements and other repairs of the Property identified by the City. The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit by the City to start the Project.

5. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

C. RESIDENTIAL EXTERIOR PAINT PROGRAM PROVISIONS

1. The Residential Exterior Paint Program is a private project by the Property Owner reimbursed by the City.

2. Property Owners recommended for funding are notified by email when the City makes a final decision.

3. Property Owners not selected by the City will be notified by email explaining the reason(s) for rejection. Those Property Owners may meet with City Staff to discuss the factors that resulted in the Application's rejection. The City schedules Board of Appeals hearings before the Black Hawk City Council acting as the Board of Appeals.

4. The City recommends the Property Owner consults with a qualified tax advisor on the financial impacts of participating in the Program.

5. If a Full Site and Building Grant under the Historic Restoration and Community Preservation Grant Program is Granted within three (3) years of the City Granting a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the Full Site and Building is approved and financed.

6. A Residential Exterior Paint Program Grant is only permitted to a Residential Property once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

7. Neither a Property Owner nor a relative of the Property Owner can be the Paint Consultant, subcontractor, or material supplier.

8. The Property Owner assigns a Power of Attorney if they cannot physically be present in Black Hawk during the Project.

9. If a Property Owner owns multiple Residential Properties, an Application must be made for each eligible Property. Properties are placed on the list in the order in which the Applications are received.

10. The Property Owner undertakes the construction of improvements and other repairs of the Property approved by the City promptly. The Property Owner has two (2) months to complete the Project (repairs and paint), which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to start the Project.

11. The Program is not a substitute for routine maintenance or a Property Owner's property insurance coverage.

12. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the Program.

13. When the City makes certain expenditures to benefit a property in reliance upon a signed Application, the Property Owner agrees to be bound by the terms and conditions in the Residential Exterior Paint Guide to Programs and to complete the Project outlined in the Scope of Work. The Property Owner further agrees that if they decide not to proceed with the Project, the Property Owner is responsible for reimbursing the City for all hard and soft costs incurred and other expenses.

14. The City does not specify colors for buildings. The Property Owner must first consider historic colors.

15. Color schemes consisting of three (3) colors (siding, trim, accent) are reviewed and approved administratively by the City. Any color scheme exceeding three (3) colors is reviewed and approved by City Council.

16. The City may hold a lien against the Property for improper work or to assure the Project is finished as approved. The lien is released when the City inspects and approves the Project as complete.

17. The City pays Grant funds on a "draw" basis; there is no advancement of payments to the Property Owner or Paint Consultant.

18. The Property Owner shall not disburse personal funds to the Paint Consultant for work performed.

19. All work is subject to inspection and review by the Property Owner and the City's Planning Department for compliance with City standards and processes before submitting invoices to the City.

20. The Property Owner is responsible for reviewing, approving, and acknowledging each Paint Consultant invoice by placing their signature or initials on each invoice page (pay application) submitted to the City. City Staff assists the Property Owner with this process.

21. Payments are made directly to the Property Owner after the City receives the Paint Consultant's pay application with a detailed and itemized invoice and a signed Check and Payment Reimbursement Request form from the Property Owner for the approved Scope of Work.

22. Upon receipt of payment, the Property Owner promptly signs over the City of Black Hawk's check to the Paint Consultant as outlined in the FBO (For the Benefit Of) payments process.

23. A Property Owner cannot use Grant funds to get reimbursed in support of work or materials for the Project if completed before Grant approval.

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

1. APPLICATION EVALUATION AND CRITERION FOR SELECTION

a. Projects are selected and authorized upon completion of an Application and in the Order received.

b. The City considers the finished Application quality indicative of the Property Owner's ability to accomplish the proposed Project.

c. The review and approval process is discretionary and subject to the Black Hawk City Council's General Fund's annual budget and appropriation on a case-by-case eligibility basis.

d. The City reserves the right to reduce the Application amount, require alternative materials due to cost, longevity, appropriateness of materials, and quality, or request additional information to assist in the thorough review of any Application.

e. The City consults the Black Hawk Residential Design Guidelines and Black Hawk Municipal Code when reviewing the Residential Exterior Paint Program Application. The City may use any other necessary and appropriate criteria to evaluate, consider, and analyze the Application.

f. An application is approved, approved with conditions, or denied.

g. The City Staff may recommend denial of an application if:

- The Project does not meet the intent of the Program and guidelines;
- There are outstanding debts to the City or unresolved issues associated with City regulations;
- The City considers the Property Owner's manner of upkeep of the Property and may determine that significant deterioration or structural conditions exist on the structure;
- The Property Owner declines to complete the incidental or major repairs identified on the site walk;
- Property Owner's past performance in previous projects, including, but not limited to, any prior Grant expenditure and accomplishing the Project;
- The cost of the work is not commensurate with the projected benefit to be provided to the community.

2. ORIENTATION MEETING / DOCUMENT REVIEW

a. After Application approval, the Property Owner meets with City Staff to discuss the proposed Project. City Staff introduces the general features of the Program via a Zoom or In-person meeting.

b. City Staff reviews the respective agreements with the Property Owner; **Application - Exhibit A, Grant Program Agreement - Exhibit B**, Guide to Programs, W9, Scope of Work, Project Timeline, Building Permit, Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, Check and Payment Reimbursement Request Form, and **Federal and State Tax Liability Reimbursement – Exhibit C**.

c. Property Owners requesting a color change discuss color options with their local Sherwin-Williams or Benjamin Moore supplier and purchase test colors to create a final palette for submission to City Staff.
   - Use the Virtual paint tool on their websites, and upload a photo of your home and try colors virtually:
     https://www.sherwin-williams.com/visualizer#/active/scenes
     https://www.benjaminmoore.com/en-us/color-overview/personal-color-viewer
   - Order 8" x 8" peel and stick samples to try on your home:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose a color, then select Peel-And-Stick
   - Or you can order free 2" x 3" "ColorSnap color chips:
     https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
     Benjamin Moore, choose color and Color Swatch.

d. After City Council approval, any Property Owner who makes a color change agrees to withdraw from the Program and can reapply the following year.

3. SCOPE OF WORK

a. The City hires the Paint Consultant.

b. The Paint Consultant has a current business license, carries the required insurance during the entire Project, and is familiar with lead-based paint safe practices. Evidence of such is verified before any work commences on the Project.

c. City Staff schedules, if required, a hazardous materials investigation (Lead Paint) to determine what, if any, dangerous materials may be present onsite. The Lead Paint report, if required, defines encapsulation requirements. The Paint Consultant and his personnel are familiar with performing the encapsulation safely.

d. Lead Paint testing and encapsulation are included in the Scope of Work; if required.

e. City Staff schedules a site visit with the Paint Consultant and Property Owner to identify existing conditions, incidental and major repairs and creates the Scope of Work considering the following elements:
   1) Lead paint encapsulation, incidental and major repairs, preparation, and paint.
   2) A low-profile historic color scheme that highlights, not diminishes, the structure's architectural character and coordinates all façade elements—muted colors for the base and brighter colors for accents.
   3) Natural masonry finishes remain unpainted.

f. City Staff, the Paint Consultant, and Property Owner create and agree to a project-specific timeline. The Paint Consultant updates the project timeline throughout the entire Project until completion.

g. The Paint Consultant provides the Property Owner a minimum of one (1) gallon of each paint color, varnish, and stain for touch-ups and continued upkeep and maintenance of the surfaces painted under the Program.

h. City Staff schedules the Temporary Construction Easement public hearing before City Council if required.

i. City Staff submits to Finance the Temporary Construction Easement fee payable to neighboring Property Owner(s) as the Grantor, following City Council approval. City Staff includes a completed W-9 form from Grantor with the payment request.

j. City Staff completes the building permit application before the start of the project and informs the Property Owner.

k. The Paint Consultant completes the Temporary Use permit, if required.

l. The Property Owner is physically present during the entire project or assigns a Power-of-Attorney to another person.

4. DOCUMENT APPROVAL

a. The Property Owner signs all Program agreements; Application, Guide to Programs, Grant Program Agreement, completes and submits a W-9 Form, agree to create a Scope of Work, acknowledges the Federal and State Tax Liability Reimbursement, Building Permit, Temporary Construction Easement, the Check and Payment Reimbursement processes, and agrees to assign a Power-of-Attorney to another person to act in their best interest if they cannot be physically present for the entire project.

b. City Council reviews and approves the Temporary Construction Easement. City Staff requests a $10.00 payment from Finance payable to the neighboring Property Owner(s) as the Grantor(s).

c. The City issues the Paint Consultant a Notice to Proceed.

5. PERMITTING

a. If the Property Owner has a color change, City Staff initiates for Administrative Approval, a Certificate of Architectural Compatibility per Black Hawk Municipal Code, Chapter 16, Article XVII – Application Procedures and Submittal Requirements – Section 16-368 – City Council Design Review and Compatibility Process.

b. Subcontractors register for a business license and provide the required insurance with the City per the Black Hawk Municipal Code, Chapter 6, Article VII. Because this is a City project, the subcontractors pay no fee.

c. The Paint Consultant supplies a list of its subcontractors and corresponding City registration numbers for the Grant project.

d. The Paint Consultant maintains each individual project schedule from the beginning to the end of the Project and updates City Staff. City Staff informs the Property Owner of any schedule changes.

e. The City waives all building permit fees for residential projects, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code; however, the City creates and issues a no-charge building permit and secures appropriate inspections.

f. The Paint Consultant may require a Temporary Use Permit, which City Staff executes.

g. The Paint Consultant provides individual project drawdowns two (2) weeks before the project timeframe to City Staff. City Staff obtains written approval from the Property Owner within (3) three business days of the Paint Consultant providing the samples.

6. RESIDENTIAL EXTERIOR PAINTING WORK COMMENCES

a. The Property Owner provides the Paint Consultant full access to the site and work area.

b. The Property Owner removes all items on and away from the structure, outbuildings, decks, and porches.

c. The Property Owner keeps all pets out of the Paint Consultants' work area.

d. The Property Owner removes daily all pet waste from the Paint Consultants' work area for the job's duration.

e. The Paint Consultant brings all necessary materials, supplies, equipment, and accessories to the site or work area.

f. The Paint Consultant is responsible for securing their equipment at all times. No persons are allowed on the site unless they have specific business.

g. The City is not responsible for the theft, loss, or damage to Paint Consultant materials, equipment, tools, or personal belongings on the site.

h. The Paint Consultant is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts.

i. The Paint Consultant is not permitted to bring animals on site.

j. The Paint Consultant performs the work according to the approved Scope of Work and is attached to the building permit.

k. City Staff and the Property Owner inspect the work and monitor the Project.

l. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. Because the approved Change Order amount is taxable income to the Property Owner, the Grant Program Agreement is amended, requiring City Council approval.

m. Onsite progress meetings are as needed with the Property Owner, Paint Consultant, and City Staff.

7. PAYMENTS

a. The Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice, for each requested payment within three (3) business days of invoice receipt. City Staff assists with this process.

b. With the initial Check and Payment Reimbursement Request form, the Property Owner attaches a completed W-9, if not previously provided.

c. All payments for approved work are by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Paint Consultant for the Project.

d. Once the Finance Department processes the Check and Payment Reimbursement Request, the Property Owner endorses the check for each requested payment over to the Paint Consultant within three (3) business days.

e. By signing the Residential Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the payment process to the Paint Consultant for the contracted work and understands they are not to defraud the City or the Paint Consultant during any part of the process for the Project.

f. The Property Owner is responsible for submitting all payment requests within three (3) business days throughout the Project's duration.

8. RESIDENTIAL EXTERIOR PAINTING COMPLETED

a. When the preparation and painting work has been performed according to the approved Scope of Work, the City Staff, and the Property Owner conduct a final inspection with the Paint Consultant.

b. The Paint Consultant cleans the site upon completion of work. All paint chips are captured and disposed of, all areas de-masked, exterior windows are free of paint and operable.

c. The City will release the final payment due to the Paint Consultant after the final inspection and project closeout with the Property Owner.

APPENDIX 2: PREPARATION AND PAINTING

1. PREPARATION

a. Two (2) weeks before the Paint Consultant begins the Project, the Property Owner agrees to complete all necessary major repairs.

b. The Paint Consultant preps the Project by gently washing the exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence. Completes all incidental repairs such as sanding all chipping and peeling paint and patches and caulks all cracks and imperfections

c. The Paint Consultant repairs, at their expense, damage to any structure or property caused during the prep work.

2. PAINTING – PAINT CONSULTANT

a. Uses Benjamin Moore or Sherwin-Williams products or recommends an alternate product to the City for approval.

b. Selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.

c. Coated Surfaces: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.

d. Before starting work, check products, color, and sheen to assure conformity to specified color and finish as described in the Scope of Work.

e. Mask all areas requiring protection from overspray and take into consideration any wind.

f. Is responsible for material damaged by paint covering surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.

g. Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-up. Supply the paint cans and marks each can identifying the product. The Property Owner stores the product in a temperature-controlled area protected from temperatures below 45°F or above 95°F.

3. **PRIMER/PAINT/VARNISH/STAIN APPLICATION:**

a. All failing paint, including peeling and bubbling areas, is scraped from the substrate.

b. Caulk all cracks, windows, and patch small holes.

c. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

d. Prep and prime all exposed wood surfaces following the Manufacture's recommendation and thickness. The primer coat differs in color.

e. Apply two (2) coats of each product or the Manufacture's recommendation and thickness.

f. If transitioning from a stain to paint, one (1) coat of primer and (2) coats of paint are applied per the Manufacture's recommendation and thickness.

g. If surfaces are sprayed, Paint Consultant back-rolls all surfaces.

h. All stain is two (2) coats with a clear natural satin finish or the Manufacture's recommendation and thickness.

i. The job is free of runs, sags, cracking, and skips with edges cut neatly.

j. The Paint Consultant schedules work to apply paint when weather conditions are per the manufacturer's specifications.
   - Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.
   - Painting exteriors below 45°F.
   - The Paint Consultant assumes all responsibility and is accountable for painting under adverse conditions.

k. Paint the top and the bottom edge of all doors and windows.

l. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.

m. Paint all roof vents and flashing black or another specified color. Mechanical vents located within the siding match the siding color.

n. Caulk all joints in exterior trim, including areas where wood joins siding.

o. Consult with City Staff for appropriate sheen. Include sheen in the Scope of Work.

p. Sealant color to match siding or trim. Apply at windows, door frames, flashing, and jacks. Bed metal thresholds in sealant;

q. Provides a one (1) year limited warranty from substantial completion. This warranty is in addition to and is not limited to any other warranty or remedy required by law or by the Scope of Work and Program documents. All nonconforming work identified by the Property Owner and considered defective is corrected before the one (1) year warranty expires.

PROPERTY OWNER ACKNOWLEDGEMENT

I, **William Lovingier on behalf of the William R Lovingier Trust,** as the Property Owner of residential Property addressed as **231 Horn St** Black Hawk, Colorado, 80422. I certify that I have submitted an Application to participate in the Program, read the Residential Exterior Paint Program Guide to Programs, agree to comply with the Federal and State Tax Liability Reimbursement process, agree to create a Scope of Work, consent to participate in the Program from start to finish or actively assign a Power-of-Attorney if I am physically unable to be in Black Hawk for the entire project, obtain a Building Permit, agree to a Temporary Construction Easement if required, complete and submit Check and Payment Reimbursement forms within three (3) business days of invoice receipt, and to provide a completed W-9 Form. I fully understand and agree to the Residential Exterior Paint Program documents set forth therein and agree to be bound by the terms and conditions of all Program documents.

By: DocuSigned by: William Lovingier
4A5B7103285C45D...
Property Owner

Date: 5/14/2023

EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM APPLICATION

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM
APPLICATION GRANT YEAR 2023

Date: April 14, 2023

Property Street Address: 231 Horn Street

Owner(s): William R. Lovingier Trust, William R.& Dixie L Lovingier, Trustees

Owner(s) Mailing Address: 16851 E. 110th Ave Commerce City CO 80022

Owner(s) Telephone No.: (H)_____(W)_____(Cell) 720-425-4232

Owner Email Address: Cascoprop@aol.com

Contact Person (if different from owner) Dixie L. Lovingier

Contact Telephone No.: (H)_____(W)_____(Cell) 303-250-8676

Contact Email Address: dixlovin@aol.com

With the Owner's written permission, applications can be made by individuals other than the Property Owner. Written permission must be in the form of a signed and notarized 'Power-of-Attorney' attached to the application.

Completing an application does not guarantee project funding. Staff presents applications to City Council at the second Council meeting in May for review and approval, conditional approval, or denial. Staff notifies the Property Owner by May 30th if their project received funding. Painting gets underway June 1st, with staggered start dates, and ends by September 30th.

Wm R Lovingier
Wm R. Lovingier
Property Owner Signature

April 14, 2023
Date

EXHIBIT B

RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT

BLACK HAWK®

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the ***"Agreement"***) is made as of the **24th** day of **May**, 2023, (the ***"Effective Date"***) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the ***"City"***) and **William R Lovingier Trust c/o William R & Dixie L Lovingier Trustess** (the ***"Property Owner"***), whose Residential Property address is: **231 Horn St**.

RECITALS

A. The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the ***"Residential Exterior Paint Program"***).

B. The Property Owner, who is the owner of a structure located at: **231 Horn St , Black Hawk, Colorado 80422**, (the ***"Residential Property"***) submitted an application under the Exterior Paint Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **$9,742.25** (the ***"Grant"***) for the exterior paint of a Residential Property.

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Grant (the "Tax Burden") for the year in which the Grant is received. Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. Regardless of whether the Property Owner requests payment from the City prior to payment of his/her taxes, or Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. Agreement, Acknowledgement and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 Review of Documents. The Property Owner **(a)** has read this Agreement and the applicable "Residential Exterior Paint Program Guide to Programs," **(b)** fully understands the terms and conditions of the Grant as set forth therein, and **(c)** agrees to be bound by those terms and conditions.

2.2 Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner's right to any Grant payments.

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. ***Undertaking.*** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the ***"Project"***). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.

4. ***Conditions Precedent to Disbursement of Funds.*** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:

4.1 ***Evidence of Construction Costs.*** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 ***Building Permit.*** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 ***Other Documents or Requirements.*** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 ***Completion of Improvements.*** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. ***Disbursement.***

5.1 ***Grant Disbursement***. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding

work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor as outlined in the FBO (For the Benefit Of) payments process.

6. ***Termination of the Grant.*** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 1, 2023** (The ***"Termination Date"***), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 Reimbursement. In the event the amount of the Grant plus the Tax Burden (the ***"Combined Amount"***) set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the ***"Reimbursement Amount"***).

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust (***"Estimated Reimbursement Amount"***); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the

City shall pay the difference back to the Owner after the transfer or sale and upon the City's receipt of the Estimated Reimbursement Amount.

7.3 ***Avoidance of Security Requirement.*** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. ***Non-Transferable.*** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:	**City of Black Hawk** **P.O. Box 68** **Black Hawk, CO 80422** **ATTN: Community Planning & Development**
If to the Property Owner:	**William R Lovingier Trust c/o William R & Dixie L Lovingier Trustess** **16851 E 110th Ave** **Commerce City, CO 80022** **dixlovin@aol.com**

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

10.1 ***Amendments and Supplements:*** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 ***Severability.*** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 ***Standard of Approval.*** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 ***Waiver.*** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 ***Time of the Essence.*** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 ***Governing Law.*** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

DocuSign Envelope ID: 3DBACA81-89D8-41B0-BBBC-0435B42E09DB

***IN WITNESS WHEREOF*,** the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: DocuSigned by: William Lovingier 4A5B7103285C45D...
Property Owner
5/14/2023

EXHIBIT C

RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS

City of Black Hawk

Community Planning and Development 211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2023

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $ _____

Federal Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

All requests for payment must be supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal and State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as Exhibit A – Income Tax Liability and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request which does not provide the necessary information or is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, with no exceptions.

I hereby acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature **Date**

INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2023

City of Black Hawk
Attn: Finance Director
P.O. Box 68, 211 Church Street
Black Hawk, CO 80422

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2023**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at:
_____
in the amount of $_____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____and my tax liability would have been $_____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____. My tax liability would have been $_____ without reporting the grant.

I certify that the above information is true and correct. To the extent the information is not correct, I understand that I may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts and that I may also be subject to criminal prosecution.

Sincerely,

_____ _____
Owner's Signature **Date**

111 MARCHANT STREET

Independent Painting

Mobile: 720-938-5398
PO Box 672
Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 010223
Sheet No. 1
Date 01-02-23, updated 5-6-23
Prepared by: Eric Miller
Work to be Preformed at: 111 Marchant

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of…

Exterior Repaint of 111 Marchant St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, facia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Paint trim complete w/ 2 coats of Behr "Ultra" ext. satin:_____
6. Paint body complete w/ 2 coats of Behr "Ultra" ext. satin:_____
7. Fencing/Stairwell: sand/grind/wire brush as needed, then spot prime rust inhibiting primer. Finish all fencing using up to two coats of Sherwin Williams exterior "DTM (Direct to Metal)" semi-gloss black. This includes stairwell/railing and entire fence surrounding two parking space to north @ Hillside St.
8. Re-stain front porch deck (clean, lightly sand and recoat w/ 2 coats of ACE "wood royal" opaque. Color to match existing. Additional

*east out bldg./shed to be painted to match home
*gutters and downspouts not to be painted
*deck to east that supports hot tub not to be painted, likewise with composite front deck.

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of Original price $22420.00 (-5% discount @ $1121.00) **$21299.00 + $760.00 = $22059.00**

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date _____

CITY OF BLACK HAWK

RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS

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SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The Program preserves the architectural character of the residential properties within the Historic Residential District.

2. The Program provides the Property Owner with the resources and financial assistance needed to maintain the exterior paint on residential buildings.

3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. Application: A formal request to participate in the Exterior Residential Paint Program. Applications are considered in the order received.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Building Official: The City official is charged with the responsibility of administering and enforcing the City's building codes.

4. Certificate of Architectural Compatibility: Land use process to document an exterior improvement to a property, such as a color change.

5. City of Black Hawk Residential Design Guidelines: Guidelines developed to help preserve the City's character with exterior improvements to buildings.

6. City Council: The elected Board of Aldermen, plus the Mayor.

7. City Manager: The City Manager is the chief administrative officer for all departments of the City, is appointed by the City Council, and shall have and exercise all the administrative powers vested in the City.

8. City Staff: An employee of the City of Black Hawk or an entity designated by the City of Black Hawk to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program

9. Construction Hard Costs: Costs related to labor, materials, and overhead.

10. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly associated with the physical installation of the Scope of Work.

11. Exterior Residential Paint Program: A funding source from the City of Black Hawk administered directly between the Property Owner and Paint Consultant.

12. Grant Program Agreement: The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.

13. Grant Recipient: Any person or their authorized agent / designated representative who the City of Black Hawk awards an Exterior Residential Paint grant.

14. Guide to Programs: This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.

15. Municipal Code: A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.

16. Outbuildings: Accessory structures to the original building.

17. Paint Consultant: The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.

18. Property Owner: Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.

19. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

20. Residential Properties: Properties within the City Limits of Black Hawk.

21. Site Vist Checklist /Scope of Work: This is a guide to help the Paint Consultant and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.

22. Substantial Completion: The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close out the project.

23. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) full access to the Property under consideration to complete the Scope of Work. The easement is only valid for the duration of the construction period.

24. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Receipt of a Residential Exterior Paint Grant is taxable income to the Property Owner.

2. Under this Residential Exterior Paint Program, funds awarded under the State and Federal income tax laws are considered income.

3. The City reports approved and awarded Grants to State and Federal taxing authorities in the manner provided by applicable law.

4. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to State and Federal authorities due to receiving a Grant under this Program.

5. The Property Owner should consult with their tax advisor about whether the one-time first-round reimbursement is income and gives rise to additional State and Federal income tax liability.

6. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Residential Exterior Paint Program.

7. The City is not responsible for the payment of any tax liability associated with participation in the Residential Exterior Paint Program.

8. The City of Black Hawk provides a one-time first-round reimbursement of a Property Owner's State and Federal income tax liability in association with a Residential Exterior Paint Grant's receipt. The second-round tax liability is the full financial responsibility of the Property Owner.

9. The City encumbers dollars in its accounting system to accommodate a one-time first-round payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such amount and delivering it to the City of Black Hawk Finance Department.

10. A Property Owner is required to submit documentation for the one-time first-round tax payment reimbursement during the calendar year(s) following the Grant funds' receipt.

11. Suppose the one-time first-round reimbursement is not requested within the time limits set forth herein. In that case, the encumbered funds will no longer be available to the Property Owner for State and Federal tax payment reimbursement. Such encumbered funds will be reallocated back into the City budget for other purposes.

12. The City of Black Hawk does NOT reimburse the Property Owner for any additional State and Federal income tax liability that might arise from the one-time first-round reimbursement.

13. Regardless of the City's agreement to compensate Grant recipients for the one-time first-round State and Federal tax burden of a Grant, the obligation to pay any taxes, including the second round, remains the Property Owner's responsibility as the Grant recipient.

14. The Residential Exterior Paint **Grant Program Agreement** sets forth the terms and conditions of participation in the Program.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. ELIGIBILITY

1. Participation in the Residential Exterior Paint Program requires an **Application – See Exhibit A.**

2. Eligible properties are located within the Black Hawk City limits.

3. Each Residential Property is initially considered to participate in the Program under the initial five (5) year cycle. Once a Residential Property has received funding under the initial five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

4. All funding is subject to the availability of grant funds. The City Manager allocates in the exercise of their sole discretion and is further subject to the annual budget and appropriation of the General Fund by the City of Black Hawk City Council.

5. Items covered under the Program include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, previously painted gutters, downspouts, and vertical concrete. A site walk will identify incidental and major repairs.

6. The Property Owner undertakes the financial responsibility for repairs.

7. The Property Owner promptly undertakes the improvements and other repairs identified by the City. The Property Owner has two (2) months to complete the repairs and painting, which time period shall begin upon the issuance of a building permit by the City to start the Project.

8. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

9. Both historic and non-historic elements are eligible under the Program.

B. LEGAL REQUIREMENTS

1. Along with the approval of an Application by the City, the Property Owner must enter into legal agreements with the City which describe the terms for participation in the Residential Exterior Paint Program.

2. Participation in the Residential Exterior Paint Program requires at a minimum an **Application**, Residential Exterior Paint **Grant Program Agreement**, a W-9 Form, a Scope of Work, a Building Permit, a Check and Payment Request Reimbursement form, and **Federal and State Tax Liability Reimbursement**.

3. Additional documents such as a Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, or Certificate of Architectural Compatibility may also be required.

4. The Property Owner promptly undertakes the construction of improvements and other repairs of the Property identified by the City. The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit by the City to start the Project.

5. The Property Owner assigns a Power-of-Attorney if they cannot physically be present during the entire Project.

C. RESIDENTIAL EXTERIOR PAINT PROGRAM PROVISIONS

1. The Residential Exterior Paint Program is a private project by the Property Owner reimbursed by the City.

2. Property Owners recommended for funding are notified by email when the City makes a final decision.

3. Property Owners not selected by the City will be notified by email explaining the reason(s) for rejection. Those Property Owners may meet with City Staff to discuss the factors that resulted in the Application's rejection. The City schedules Board of Appeals hearings before the Black Hawk City Council acting as the Board of Appeals.

4. The City recommends the Property Owner consults with a qualified tax advisor on the financial impacts of participating in the Program.

5. If a Full Site and Building Grant under the Historic Restoration and Community Preservation Grant Program is Granted within three (3) years of the City Granting a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the Full Site and Building is approved and financed.

6. A Residential Exterior Paint Program Grant is only permitted to a Residential Property once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the Property will revert to an eight (8) year funding cycle.

7. Neither a Property Owner nor a relative of the Property Owner can be the Paint Consultant, subcontractor, or material supplier.

8. The Property Owner assigns a Power of Attorney if they cannot physically be present in Black Hawk during the Project.

9. If a Property Owner owns multiple Residential Properties, an Application must be made for each eligible Property. Properties are placed on the list in the order in which the Applications are received.

10. The Property Owner undertakes the construction of improvements and other repairs of the Property approved by the City promptly. The Property Owner has two (2) months to complete the Project (repairs and paint), which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to start the Project.

11. The Program is not a substitute for routine maintenance or a Property Owner's property insurance coverage.

12. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the Program.

13. When the City makes certain expenditures to benefit a property in reliance upon a signed Application, the Property Owner agrees to be bound by the terms and conditions in the Residential Exterior Paint Guide to Programs and to complete the Project outlined in the Scope of Work. The Property Owner further agrees that if they decide not to proceed with the Project, the Property Owner is responsible for reimbursing the City for all hard and soft costs incurred and other expenses.

14. The City does not specify colors for buildings. The Property Owner must first consider historic colors.

15. Color schemes consisting of three (3) colors (siding, trim, accent) are reviewed and approved administratively by the City. Any color scheme exceeding three (3) colors is reviewed and approved by City Council.

16. The City may hold a lien against the Property for improper work or to assure the Project is finished as approved. The lien is released when the City inspects and approves the Project as complete.

17. The City pays Grant funds on a "draw" basis; there is no advancement of payments to the Property Owner or Paint Consultant.

18. The Property Owner shall not disburse personal funds to the Paint Consultant for work performed.

19. All work is subject to inspection and review by the Property Owner and the City's Planning Department for compliance with City standards and processes before submitting invoices to the City.

20. The Property Owner is responsible for reviewing, approving, and acknowledging each Paint Consultant invoice by placing their signature or initials on each invoice page (pay application) submitted to the City. City Staff assists the Property Owner with this process.

21. Payments are made directly to the Property Owner after the City receives the Paint Consultant's pay application with a detailed and itemized invoice and a signed Check and Payment Reimbursement Request form from the Property Owner for the approved Scope of Work.

22. Upon receipt of payment, the Property Owner promptly signs over the City of Black Hawk's check to the Paint Consultant as outlined in the FBO (For the Benefit Of) payments process.

23. A Property Owner cannot use Grant funds to get reimbursed in support of work or materials for the Project if completed before Grant approval.

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

1. APPLICATION EVALUATION AND CRITERION FOR SELECTION

a. Projects are selected and authorized upon completion of an Application and in the Order received.

b. The City considers the finished Application quality indicative of the Property Owner's ability to accomplish the proposed Project.

c. The review and approval process is discretionary and subject to the Black Hawk City Council's General Fund's annual budget and appropriation on a case-by-case eligibility basis.

d. The City reserves the right to reduce the Application amount, require alternative materials due to cost, longevity, appropriateness of materials, and quality, or request additional information to assist in the thorough review of any Application.

e. The City consults the Black Hawk Residential Design Guidelines and Black Hawk Municipal Code when reviewing the Residential Exterior Paint Program Application. The City may use any other necessary and appropriate criteria to evaluate, consider, and analyze the Application.

f. An application is approved, approved with conditions, or denied.

g. The City Staff may recommend denial of an application if:

- The Project does not meet the intent of the Program and guidelines;
- There are outstanding debts to the City or unresolved issues associated with City regulations;
- The City considers the Property Owner's manner of upkeep of the Property and may determine that significant deterioration or structural conditions exist on the structure;
- The Property Owner declines to complete the incidental or major repairs identified on the site walk;
- Property Owner's past performance in previous projects, including, but not limited to, any prior Grant expenditure and accomplishing the Project;
- The cost of the work is not commensurate with the projected benefit to be provided to the community.

2. ORIENTATION MEETING / DOCUMENT REVIEW

a. After Application approval, the Property Owner meets with City Staff to discuss the proposed Project. City Staff introduces the general features of the Program via a Zoom or In-person meeting.

b. City Staff reviews the respective agreements with the Property Owner; **Application - Exhibit A, Grant Program Agreement - Exhibit B**, Guide to Programs, W9, Scope of Work, Project Timeline, Building Permit, Power-of-Attorney, Temporary Construction Easement, Temporary Use Permit, Check and Payment Reimbursement Request Form, and **Federal and State Tax Liability Reimbursement – Exhibit C**.

c. Property Owners requesting a color change discuss color options with their local Sherwin-Williams or Benjamin Moore supplier and purchase test colors to create a final palette for submission to City Staff.

- Use the Virtual paint tool on their websites, and upload a photo of your home and try colors virtually:
  https://www.sherwin-williams.com/visualizer#/active/scenes
  https://www.benjaminmoore.com/en-us/color-overview/personal-color-viewer
- Order 8" x 8" peel and stick samples to try on your home:
  https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
  Benjamin Moore, choose a color, then select Peel-And-Stick
- Or you can order free 2" x 3" "ColorSnap color chips:
  https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133
  Benjamin Moore, choose color and Color Swatch.

d. After City Council approval, any Property Owner who makes a color change agrees to withdraw from the Program and can reapply the following year.

3. SCOPE OF WORK

a. The City hires the Paint Consultant.

b. The Paint Consultant has a current business license, carries the required insurance during the entire Project, and is familiar with lead-based paint safe practices. Evidence of such is verified before any work commences on the Project.

c. City Staff schedules, if required, a hazardous materials investigation (Lead Paint) to determine what, if any, dangerous materials may be present onsite. The Lead Paint report, if required, defines encapsulation requirements. The Paint Consultant and his personnel are familiar with performing the encapsulation safely.

d. Lead Paint testing and encapsulation are included in the Scope of Work; if required.

e. City Staff schedules a site visit with the Paint Consultant and Property Owner to identify existing conditions, incidental and major repairs and creates the Scope of Work considering the following elements:
   1) Lead paint encapsulation, incidental and major repairs, preparation, and paint.
   2) A low-profile historic color scheme that highlights, not diminishes, the structure's architectural character and coordinates all façade elements—muted colors for the base and brighter colors for accents.
   3) Natural masonry finishes remain unpainted.

f. City Staff, the Paint Consultant, and Property Owner create and agree to a project-specific timeline. The Paint Consultant updates the project timeline throughout the entire Project until completion.

g. The Paint Consultant provides the Property Owner a minimum of one (1) gallon of each paint color, varnish, and stain for touch-ups and continued upkeep and maintenance of the surfaces painted under the Program.

h. City Staff schedules the Temporary Construction Easement public hearing before City Council if required.

i. City Staff submits to Finance the Temporary Construction Easement fee payable to neighboring Property Owner(s) as the Grantor, following City Council approval. City Staff includes a completed W-9 form from Grantor with the payment request.

j. City Staff completes the building permit application before the start of the project and informs the Property Owner.

k. The Paint Consultant completes the Temporary Use permit, if required.

l. The Property Owner is physically present during the entire project or assigns a Power-of-Attorney to another person.

4. DOCUMENT APPROVAL

a. The Property Owner signs all Program agreements; Application, Guide to Programs, Grant Program Agreement, completes and submits a W-9 Form, agree to create a Scope of Work, acknowledges the Federal and State Tax Liability Reimbursement, Building Permit, Temporary Construction Easement, the Check and Payment

Reimbursement processes, and agrees to assign a Power-of-Attorney to another person to act in their best interest if they cannot be physically present for the entire project.

b. City Council reviews and approves the Temporary Construction Easement. City Staff requests a $10.00 payment from Finance payable to the neighboring Property Owner(s) as the Grantor(s).

c. The City issues the Paint Consultant a Notice to Proceed.

5. PERMITTING

a. If the Property Owner has a color change, City Staff initiates for Administrative Approval, a Certificate of Architectural Compatibility per Black Hawk Municipal Code, Chapter 16, Article XVII – Application Procedures and Submittal Requirements – Section 16-368 – City Council Design Review and Compatibility Process.

b. Subcontractors register for a business license and provide the required insurance with the City per the Black Hawk Municipal Code, Chapter 6, Article VII. Because this is a City project, the subcontractors pay no fee.

c. The Paint Consultant supplies a list of its subcontractors and corresponding City registration numbers for the Grant project.

d. The Paint Consultant maintains each individual project schedule from the beginning to the end of the Project and updates City Staff. City Staff informs the Property Owner of any schedule changes.

e. The City waives all building permit fees for residential projects, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code; however, the City creates and issues a no-charge building permit and secures appropriate inspections.

f. The Paint Consultant may require a Temporary Use Permit, which City Staff executes.

g. The Paint Consultant provides individual project drawdowns two (2) weeks before the project timeframe to City Staff. City Staff obtains written approval from the Property Owner within (3) three business days of the Paint Consultant providing the samples.

6. RESIDENTIAL EXTERIOR PAINTING WORK COMMENCES

a. The Property Owner provides the Paint Consultant full access to the site and work area.

b. The Property Owner removes all items on and away from the structure, outbuildings, decks, and porches.

c. The Property Owner keeps all pets out of the Paint Consultants' work area.

d. The Property Owner removes daily all pet waste from the Paint Consultants' work area for the job's duration.

e. The Paint Consultant brings all necessary materials, supplies, equipment, and accessories to the site or work area.

f. The Paint Consultant is responsible for securing their equipment at all times. No persons are allowed on the site unless they have specific business.

g. The City is not responsible for the theft, loss, or damage to Paint Consultant materials, equipment, tools, or personal belongings on the site.

h. The Paint Consultant is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts.

i. The Paint Consultant is not permitted to bring animals on site.

j. The Paint Consultant performs the work according to the approved Scope of Work and is attached to the building permit.

k. City Staff and the Property Owner inspect the work and monitor the Project.

l. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. Because the approved Change Order amount is taxable income to the Property Owner, the Grant Program Agreement is amended, requiring City Council approval.

m. Onsite progress meetings are as needed with the Property Owner, Paint Consultant, and City Staff.

7. PAYMENTS

a. The Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice, for each requested payment within three (3) business days of invoice receipt. City Staff assists with this process.

b. With the initial Check and Payment Reimbursement Request form, the Property Owner attaches a completed W-9, if not previously provided.

c. All payments for approved work are by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Paint Consultant for the Project.

d. Once the Finance Department processes the Check and Payment Reimbursement Request, the Property Owner endorses the check for each requested payment over to the Paint Consultant within three (3) business days.

e. By signing the Residential Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the payment process to the Paint Consultant for the contracted work and understands they are not to defraud the City or the Paint Consultant during any part of the process for the Project.

f. The Property Owner is responsible for submitting all payment requests within three (3) business days throughout the Project's duration.

8. RESIDENTIAL EXTERIOR PAINTING COMPLETED

a. When the preparation and painting work has been performed according to the approved Scope of Work, the City Staff, and the Property Owner conduct a final inspection with the Paint Consultant.

b. The Paint Consultant cleans the site upon completion of work. All paint chips are captured and disposed of, all areas de-masked, exterior windows are free of paint and operable.

c. The City will release the final payment due to the Paint Consultant after the final inspection and project closeout with the Property Owner.

APPENDIX 2: PREPARATION AND PAINTING

1. PREPARATION

a. Two (2) weeks before the Paint Consultant begins the Project, the Property Owner agrees to complete all necessary major repairs.

b. The Paint Consultant preps the Project by gently washing the exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence. Completes all incidental repairs such as sanding all chipping and peeling paint and patches and caulks all cracks and imperfections

c. The Paint Consultant repairs, at their expense, damage to any structure or property caused during the prep work.

2. PAINTING – PAINT CONSULTANT

a. Uses Benjamin Moore or Sherwin-Williams products or recommends an alternate product to the City for approval.

b. Selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.

c. Coated Surfaces: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.

d. Before starting work, check products, color, and sheen to assure conformity to specified color and finish as described in the Scope of Work.

e. Mask all areas requiring protection from overspray and take into consideration any wind.

f. Is responsible for material damaged by paint covering surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.

g. Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-up. Supply the paint cans and marks each can identifying the product. The Property Owner stores the product in a temperature-controlled area protected from temperatures below 45°F or above 95°F.

3. **PRIMER/PAINT/VARNISH/STAIN APPLICATION:**

a. All failing paint, including peeling and bubbling areas, is scraped from the substrate.

b. Caulk all cracks, windows, and patch small holes.

c. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

d. Prep and prime all exposed wood surfaces following the Manufacture's recommendation and thickness. The primer coat differs in color.

e. Apply two (2) coats of each product or the Manufacture's recommendation and thickness.

f. If transitioning from a stain to paint, one (1) coat of primer and (2) coats of paint are applied per the Manufacture's recommendation and thickness.

g. If surfaces are sprayed, Paint Consultant back-rolls all surfaces.

h. All stain is two (2) coats with a clear natural satin finish or the Manufacture's recommendation and thickness.

i. The job is free of runs, sags, cracking, and skips with edges cut neatly.

j. The Paint Consultant schedules work to apply paint when weather conditions are per the manufacturer's specifications.
   - Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.
   - Painting exteriors below 45°F.
   - The Paint Consultant assumes all responsibility and is accountable for painting under adverse conditions.

k. Paint the top and the bottom edge of all doors and windows.

l. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.

m. Paint all roof vents and flashing black or another specified color. Mechanical vents located within the siding match the siding color.

n. Caulk all joints in exterior trim, including areas where wood joins siding.

o. Consult with City Staff for appropriate sheen. Include sheen in the Scope of Work.

p. Sealant color to match siding or trim. Apply at windows, door frames, flashing, and jacks. Bed metal thresholds in sealant;

q. Provides a one (1) year limited warranty from substantial completion. This warranty is in addition to and is not limited to any other warranty or remedy required by law or by the Scope of Work and Program documents. All nonconforming work identified by the Property Owner and considered defective is corrected before the one (1) year warranty expires.

PROPERTY OWNER ACKNOWLEDGEMENT

I, **Jim J Johnson Jr & Curtis L Linder**, as the Property Owner of residential Property addressed as **111 Marchant St,** Black Hawk, Colorado, 80422. I certify that I have submitted an Application to participate in the Program, read the Residential Exterior Paint Program Guide to Programs, agree to comply with the Federal and State Tax Liability Reimbursement process, agree to create a Scope of Work, consent to participate in the Program from start to finish or actively assign a Power-of-Attorney if I am physically unable to be in Black Hawk for the entire project, obtain a Building Permit, agree to a Temporary Construction Easement if required, complete and submit Check and Payment Reimbursement forms within three (3) business days of invoice receipt, and to provide a completed W-9 Form. I fully understand and agree to the Residential Exterior Paint Program documents set forth therein and agree to be bound by the terms and conditions of all Program documents.

By: _____
Property Owner

Date: _____

EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM APPLICATION

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM
APPLICATION GRANT YEAR _____

Date:_____

Property Street Address: _____

Owner(s):_____

Owner(s) Mailing Address: _____

Owner(s) Telephone No.: (H)_____**(W)**_____**(Cell)**_____

Owner Email Address: _____

Contact Person (if different from Owner) _____

Contact Telephone No.: (H)_____**(W)**_____**(Cell)**_____

Contact Email Address: _____

With the Owner's written permission, applications can be made by individuals other than the Property Owner. Written permission must be a signed and notarized 'Power-of-Attorney' attached to the application.

Completing an application does not guarantee project funding. Staff presents applications to City Council at the second Council meeting in May for review and approval, conditional approval, or denial. The Property Owner is notified by May 30th if their project received funding. Painting begins June 1st, with staggered start dates, and ends by September 30th.

_____ _____
Property Owner Signature Date

EXHIBIT B

RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT

BLACK HAWK

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the ***"Agreement"***) is made as of the **24th** day of **May**, 2023, (the ***"Effective Date"***) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the ***"City"***) and **Jim J Johnson Jr & Curtis L Linder** (the ***"Property Owner"***), whose Residential Property address is: **111 Marchant St**.

RECITALS

A. The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the ***"Residential Exterior Paint Program"***).

B. The Property Owner, who is the owner of a structure located at: **111 Marchant St , Black Hawk, Colorado 80422**, (the ***"Residential Property"***) submitted an application under the Exterior Paint Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **$22,059.00** (the ***"Grant"***) for the exterior paint of a Residential Property.

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Grant (the "Tax Burden") for the year in which the Grant is received. Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. Regardless of whether the Property Owner requests payment from the City prior to payment of his/her taxes, or Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. Agreement, Acknowledgement and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 Review of Documents. The Property Owner **(a)** has read this Agreement and the applicable "Residential Exterior Paint Program Guide to Programs," **(b)** fully understands the terms and conditions of the Grant as set forth therein, and **(c)** agrees to be bound by those terms and conditions.

2.2 Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner's right to any Grant payments.

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. ***Undertaking.*** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the ***"Project"***). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.

4. ***Conditions Precedent to Disbursement of Funds.*** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:

4.1 ***Evidence of Construction Costs.*** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 ***Building Permit.*** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 ***Other Documents or Requirements.*** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 ***Completion of Improvements.*** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. ***Disbursement.***

5.1 ***Grant Disbursement***. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding

work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor as outlined in the FBO (For the Benefit Of) payments process.

6. ***Termination of the Grant.*** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 1, 2023** (The ***"Termination Date"***), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 Reimbursement. In the event the amount of the Grant plus the Tax Burden (the ***"Combined Amount"***) set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the ***"Reimbursement Amount"***).

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust (***"Estimated Reimbursement Amount"***); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the

City shall pay the difference back to the Owner after the transfer or sale and upon the City's receipt of the Estimated Reimbursement Amount.

7.3 ***Avoidance of Security Requirement.*** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. ***Non-Transferable.*** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:	**City of Black Hawk** **P.O. Box 68** **Black Hawk, CO 80422** **ATTN: Community Planning & Development**
If to the Property Owner:	**Jim J Johnson Jr & Curtis L Linder** **111 Marchant St** **PO Box 137** **Black Hawk, CO 80422** **JJohnson@cityofblackhawk.org**

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

10.1 ***Amendments and Supplements:*** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 ***Severability.*** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 ***Standard of Approval.*** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 ***Waiver.*** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 ***Time of the Essence.*** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 ***Governing Law.*** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Property Owner

EXHIBIT C

RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS

City of Black Hawk

Community Planning and Development 211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
CPDinquiry@cityofblackhawk.org

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2023

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $ _____

Federal Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $ _____ ☐ **(010-1101-4115813)**

All requests for payment must be supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal and State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as Exhibit A – Income Tax Liability and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request which does not provide the necessary information or is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, with no exceptions.

I hereby acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature **Date**

INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2023

City of Black Hawk
Attn: Finance Director
P.O. Box 68, 211 Church Street
Black Hawk, CO 80422

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2023**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at:

_____
in the amount of $_____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____and my tax liability would have been $_____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2023**, my tax liability is $_____. My tax liability would have been $_____ without reporting the grant.

I certify that the above information is true and correct. To the extent the information is not correct, I understand that I may be held personally liable to repay all money received hereunder and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts and that I may also be subject to criminal prosecution.

Sincerely,

_____ _____
Owner's Signature **Date**

RESOLUTION 48-2023

A RESOLUTION APPROVING THE SECOND AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY AND CLUB VISTA PROPERTIES II, LLC REGARDING THE BLACK HAWK PARK SUBDIVISION

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 48-2023

TITLE: A RESOLUTION APPROVING THE SECOND AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY AND CLUB VISTA PROPERTIES II, LLC REGARDING THE BLACK HAWK PARK SUBDIVISION

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 Second Amendment to Subdivision and Development Agreement between the City and Club Vista Properties II, LLC, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of May, 2023.

_____
David D. Spellman, Mayor

ATTEST:

_____
Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Second Amendment to Subdivision and Development Agreement

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

MOTION TO APPROVE Resolution 48-2023, a Resolution approving the Second Amendment to the Subdivision and Development Agreement between the City of Black Hawk and Club Vista Properties II, LLC regarding the Black Hawk Park Subdivision.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City and Club Vista previously entered into a Subdivision and Development Agreement dated March 24, 2021. On July 27, 2022, the Council approved the First Amendment to the Subdivision Agreement, which included Exhibit A, the Developer's Private Improvements. Since then, Club Vista changed its development plans shifting from 50 airstreams to constructing 45 lodging domes while retaining five (5) Airstreams. As a result, Club Vista's changes are inconsistent with the original developer's improvements described in the First Amendment Exhibit A. They are now requesting a new permitting process to construct 28 lodging domes as part of their first phase, intending to construct the remainder of the domes and infrastructure in 2024. A revised Exhibit A now depicts their current construction timeline and process.

AGENDA DATE: May 24, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

STAFF PERSON RESPONSIBLE: Stephen N. Cole, City Manager

DOCUMENTS ATTACHED: Second Amendment Agreement Attachment A

RECORD: [X]Yes [ ]No

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

SUBMITTED BY:

Stephen N. Cole

Stephen N. Cole
City Manager

SECOND AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT (the "Second Amendment") is made this ____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF BLACK HAWK, COLORADO, a Colorado home rule municipality, with an address of P.O. Box 68, 201 Selak Street, Black Hawk, Colorado 80422 (the "City"), and CLUB VISTA PROPERTIES II, L.L.C., a Nevada limited liability company, doing business in Colorado with an address of c/o Ventana Capital, Inc., 8678 Concord Center Drive, #200, Englewood, Colorado 80112(the "Developer")(each a "Party" and together, the "Parties").

RECITALS

A. The Developer is the owner of certain real property located in the City of Black Hawk, State of Colorado, on Miners Mesa, generally described as a portion of the Black Hawk Park Subdivision;

B. The City and Developer previously entered into that Subdivision and Development Agreement dated March 24, 2021 (the "Original Agreement"), and a First Amendment to Subdivision and Development Agreement dated July 27, 2022 (the "First Amendment"), as part of the City's approval of the subdivision of the property into Lots 1 through 9 and Tract A, the final plat for Black Hawk Park (the "Property"), which included certain obligations of both Parties in the development of the Property as nine (9) lots for a distillery district and lodging development (the "Project");

C. Certain components of the Project have now changed, and the Parties desire to memorialize such revisions in this Second Amendment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties agree to this Second Amendment as follows:

1. Exhibits. **Exhibit A** ("Developer's Private Improvements") attached to the First Amendment is hereby deleted and replaced in its entirety with **Exhibit A-rev**, attached hereto and incorporated herein by this reference.

2. Recording of Agreement. This Second Amendment shall be recorded in the real estate records of Gilpin County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

3. Except as modified herein, the Original Agreement and the First Amendment remain in full force and effect and are hereby ratified by the Parties. This Second Amendment, along with the Original Agreement and the Frist Amendment, constitute the entire agreement between the Parties related to the matters herein.

[*Signature Page to Follow*]

WHEREFORE, the Parties have executed this Second Amendment as of the Effective Date.

CITY OF BLACK HAWK, COLORADO

_____
David D. Spellman, Mayor

_____
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

DEVELOPER:

CLUB VISTA PROPERTIES II, L.L.C.,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 20____, by _____ as the _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A-REV

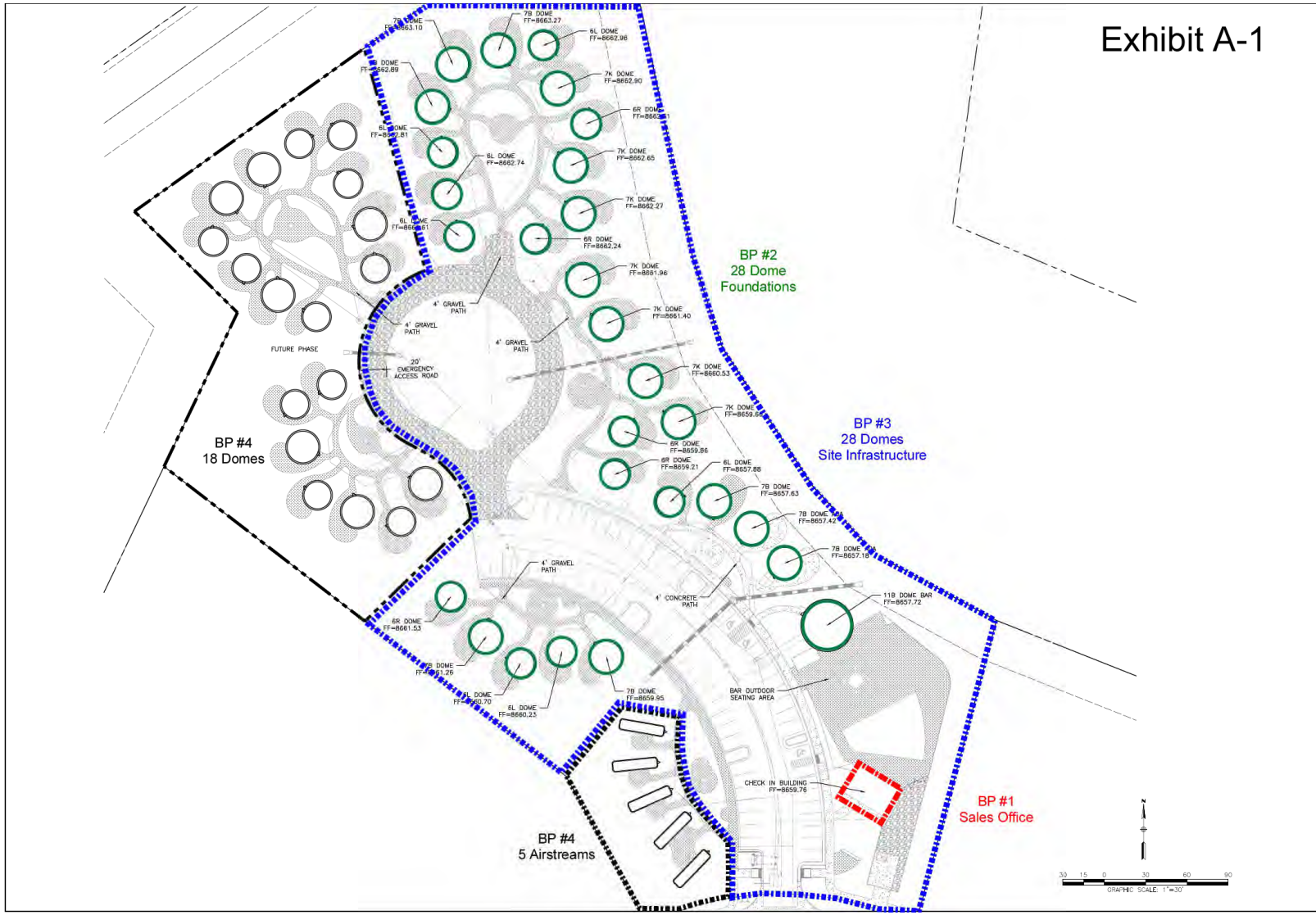
Developer's Private Improvements

1. Sales Office — The first (1st) permit includes site-specific improvements and water tap fees for the entire development.

2. (28) Dome Foundations — Second (2nd) permit includes foundations for twenty-seven (27) 6m & 7m sized domes and (1) 11m sized dome will be part of this building permit.

3. All infrastructure, support buildings — Third (3rd) permit includes all architectural, electrical, gas, plumbing, mechanical, lighting, sidewalks, and landscaping for the first twenty-seven (27) 6m & 7m sized domes to include two (2) ADA accessible units and (1) large 11m sized dome will be part of this building permit. The third (3rd) permit may also include necessary accessory structures. Any accessory structures not explicitly included in the third (3rd) permit may require a separate building permit. Any other development requiring a permit may be included in the fourth (4th) permit listed below.

4. (18) Domes & (5) Airstreams - Fourth (4th) permit includes all architectural, electrical, gas, plumbing, mechanical, foundations, lighting, sidewalks, and landscaping for the remaining eighteen (18) 6m & 7m sized domes and (5) Airstreams will be part of this building permit.



RICK ENGINEERING COMPANY
9001 EAST EASTER AVE
CENTENNIAL CO 80112
303.237.8020
Tucson • San Diego • Riverside • Orange
Sacramento • San Luis Obispo • Phoenix
rickengineering.com

HAWK'S LANDING AIRSTREAM PARK BUILDING PERMIT SITE PLAN
GILPIN COUNTY, CO

REVISIONS		
NO.	DESCRIPTION	DATE

811

SCALE:	AS INDICATED
DATE:	04/18/2023
DRAWN BY:	JSP
CHECKED BY:	RF
JOB NO:	D01055

NOT FOR CONSTRUCTION

PROJECT NO. D01055
DRAWING NO.
SITE PLAN
SHEET NO. 01 OF 01 SHEETS